

Board of Education Regular Meeting

Monday, July 10, 2023 8:00 PM

Board Room, 1301 Centennial Avenue, Utica, NE 68456-0187

Mark Avery: Present

Bryce Borchers: Present

Doug Cast: Present

Jodi Cast: Absent

Jason Richters: Present

Derek Tomes: Absent

Derek Tomes: Present

Tomes joined the meeting at 8:07

1. MEETING CALL TO ORDER	Speaker (s) : Board President
1.1. Reading of Public Meeting Notice	Speaker (s) : Board President
1.1.1. Open Meetings Act	Speaker (s) : Board President
1.2. Roll Call	Speaker (s) : President Richters
1.2.1. Action to Excuse Board Member(s) if Necessary	Speaker (s) : President Richters
1.3. Centennial Public School Mission Statement: Empower, Challenge, and Support Every Student, Every Day.	
1.4. Pledge of Allegiance	Speaker (s) : President Richters
1.5. Consent Agenda Action(s) : Motion to approve consent agenda as presented Passed with a motion by Mark Avery and a second by Doug Cast. Voting Detail: Mark Avery: Yea Bryce Borchers: Yea Doug Cast: Yea Jodi Cast: Absent Jason Richters: Yea Derek Tomes: Yea Voting Summary: Yea: 5, Nay: 0, Absent: 1	Speaker (s) : President Richters
1.5.1. Consider Minutes of Previous Meeting and Their Approval	Speaker (s) : Board President
1.5.2. Consider General Fund and Activity Fund Bills and Their Approval	Speaker (s) : Board President
1.5.3. Consider Activity Accounts and Treasurer's Report	Speaker (s) : Board President
1.6. Public Forum	Speaker (s) : Board President

1.6.1. Public forum: This is an opportunity for members of the public to speak to items on the agenda or items of concern to the public. If you are not part of the presentation of an agenda item, you need to speak now. Thank you for your participation.

Speaker (s) : Board President

2. **ACTION ITEMS**

Speaker (s) : Board President

2.1. REVIEW AND CONSIDER REVISING POLICIES 3044-4053, 4031, & 5001

Action(s) :

Motion to review and approve policies 3044-4053, 4031, and 5001 with recommended changes to policy 3046 Passed with a motion by Bryce Borchers and a second by Derek Tomes.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.2. CONSIDER, REVIEW AND APPROVE POLICY UPDATES - 3001, 3003.1, 3004.1, 3033, 3036, 4003, 4045, 4059, 5003, 5004, 5035, 5045, 5052, 5062, 5063, 5064, 6003, 6004, 6025 & 6038

Action(s) :

Motion to approve policy updates as presented Passed with a motion by Doug Cast and a second by Mark Avery.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.3. CONSIDER APPROVAL OF 2023-2024 STUDENT HANDBOOKS

Speaker (s) : SUPT. FORD

Action(s) :

Motion to approve 2023-2024 student handbooks with recommended changes Passed with a motion by Derek Tomes and a second by Bryce Borchers.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea

Doug Cast: Yea
Jodi Cast: Absent
Jason
Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1
Motion to approve Teacher Handbook Passed with a motion by Mark Avery and a second by Bryce Borchers.

Voting Detail:

Mark Avery: Yea
Bryce
Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason
Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.4. CONSIDER APPROVAL OF 2023-2024 STAFF HANDBOOKS

Speaker(s): SUPT.
FORD

Action(s):

Motion to approve the 2023-2024 staff handbooks with recommended changes Passed with a motion by Mark Avery and a second by Bryce Borchers.

Voting Detail:

Mark Avery: Yea
Bryce
Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason
Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.5. CONSIDER, REVIEW AND APPROVE RETURN TO SCHOOL PLAN FOR 2023-2024 SCHOOL YEAR

Speaker(s): SUPT.
FORD

Action(s):

Motion to approve the return to school plan for the 2023-2024 school year Passed with a motion by Doug Cast and a second by Mark Avery.

Voting Detail:

Mark Avery: Yea
Bryce
Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason
Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.6. CONSIDER APPROVAL OF MILK BID FOR 2023-2024
SCHOOL YEAR

Action(s):

Motion to approve the milk bid for the 2023-2024 school year from Hiland as presented Passed with a motion by Doug Cast and a second by Derek Tomes.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.7. CONSIDER DECLARING ITEMS AS SURPLUS FOR
IMMEDIATE SALE OR DISPOSAL

Action(s):

Motion to declare items as surplus for immediate sale or disposal as presented Passed with a motion by Bryce Borchers and a second by Mark Avery.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.8. CONSIDER APPROVAL OF FUEL BIDS FOR THE 2023-
2024 SCHOOL YEAR

Speaker(s): SUPT.
FORD

Action(s):

Motion to approve fuel bid from CVA as presented including the \$1.59 contract price for propane Passed with a motion by Jason Richters and a second by Derek Tomes.

Voting Detail:

Mark Avery: Yea
Bryce Borchers: Yea
Doug Cast: Yea
Jodi Cast: Absent
Jason Richters: Yea
Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

2.9. CONSIDER APPOINTMENT OF DISTRICT LEGAL COUNSEL

Speaker(s): SUPT.

Action(s) : Motion to appoint KSB School Law as the District Legal Counsel for the 2023-2024 school year Passed with a motion by Doug Cast and a second by Mark Avery. Voting Detail: Mark Avery: Yea Bryce Borchers: Yea Doug Cast: Yea Jodi Cast: Absent Jason Richters: Yea Derek Tomes: Yea Voting Summary: Yea: 5, Nay: 0, Absent: 1	FORD
2.10. CONSIDER DESIGNATION OF BANKS WITH DEPOSITS FOR THE SCHOOL DISTRICT	Speaker (s) : SUPT. FORD
2.11. DISCUSS, REVIEW, AND CONSIDER APPROVAL OF FENCING BID Action(s) : Motion to approve the bid for playground fence additions and football field fence repairs from Noswett as presented Passed with a motion by Derek Tomes and a second by Bryce Borchers. Voting Detail: Mark Avery: Yea Bryce Borchers: Yea Doug Cast: Yea Jodi Cast: Absent Jason Richters: Yea Derek Tomes: Yea Voting Summary: Yea: 5, Nay: 0, Absent: 1	Speaker (s) : SUPT. FORD
3. DISCUSSION ITEMS	Speaker (s) : Board President
3.1. PROFESSIONAL DEVELOPMENT CALENDAR	
3.2. BUDGET WORK SESSION PLANNING	Speaker (s) : SUPT. FORD
3.3. SUPERINTENDENT REPORT - Financial Report, Grant Funding Update	Speaker (s) : SUPT. FORD
4. ADJOURN Action(s) : Motion to adjourn at 9:14 pm Passed with a motion by Derek Tomes and a second by Doug Cast. Voting Detail: Mark Avery: Yea Bryce Borchers: Yea Doug Cast: Yea Jodi Cast: Absent	Speaker (s) : Board President

Jason
Richters: Yea

Derek Tomes: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Board Secretary

CENTENNIAL PUBLIC SCHOOL

1301 Centennial Avenue
P.O. Box 187
Utica, NE 68456-0187
402-534-2321
FAX 402-534-2291

Seth Ford
Superintendent
402-534-2291

Colin Bargaen
H.S. Principal

Jenny Wagner
Asst. Prin./A.D.

Brad Luce
Elem. Principal

Cara Stoll
Special Services

Zach Waller
Counselor

Rochelle Geiger
Elem. Counselor

CENTENNIAL BOARD OF EDUCATION REGULAR MEETING June 12, 2023

Notice of meeting was published in York News Times on May 24, 2023.

Meeting was called to order at 8:00 p.m. with all board members present. Administrators present were Mr. Ford, Mr. Bargaen, Mr. Luce, Mrs. Wagner, and Mrs. Stoll. Guests were Jacob Jennings and Jarvis Green.

Motion made by J. Cast, seconded by Avery, to approve the consent agenda. Members polled: Avery, for; Borchers, for; D. Cast, for; J. Cast, for; Richters, for; Tones, for. Motion carried 6-0.

Motion made by Borchers, seconded by D. Cast, to discontinue policy 3034 and approve policies 3035-3043 as presented. Member polled: Avery, for; Borchers, for; D. Cast, for; J. Cast, for; Richters, for; Tones, for. Motion carried 6-0.

Motion made by Tones, seconded by J. Cast, to approve the 2023-2024 Colt's Corral contract as presented. Members polled: Avery, for; Borchers, for; D. Cast, for; J. Cast, for; Richters, for; Tones, for. Motion carried 6-0.

Heard from the Seward County Chamber and Development Partnership.

Superintendent's report included Legislative updates, 2023-2024 Budget, Summer Projects, ReVision Grant, ELA Curriculum, Transportation, Financial Literacy Act and Board Retreat Planning.

Motion made by J. Cast, seconded by Tones, to adjourn meeting at 9:44 p.m. Members polled: Avery, for; Borchers, for; D. Cast, for; J. Cast, for; Richters, for; Tones, for. Motion carried 6-0.

BB:mr

Bryce Borchers, Secretary
Centennial Board of Education

CENTENNIAL PUBLIC SCHOOL

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P.O. Box 187
Utica, NE 68456-0187
402-534-2321
FAX 402-534-2291

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Superintendent
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Colin Bargaen
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Asst. Prin./A.D.

Brad Luce
Elem. Principal

Cara Stoll
Special Services

Zach Waller
Counselor

Rochelle Geiger
Elem. Counselor

CENTENNIAL BOARD OF EDUCATION Special Meeting June 26, 2023

Notice of special meeting was published in York News Times on June 15, 2023.

Meeting was called to order at 6:00 p.m. with five board members present. Tones arrived at 6:15 p.m. Administrators present were Mr. Ford, Mr. Bargaen, Mr. Luce, Mrs. Stoll, Mrs Wagner and Dan Tesar.

Purpose of this meeting was to discuss budget projections, the facilities and strategic planning.

Meeting adjourned at 9:07 p.m.

Bryce Borchers, Secretary
Centennial Board of Education

BB:mr

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number			Chart of Account Description			Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
05 704 0003			ATHLETICS FUND BALANCE			*Previous Balance				(55,250.36)
05 704 0003			ATHLETICS FUND BALANCE							
06/30/2023	GJ				Staff Speaker Deposit Change		0.00	0.00	(7,125.00)	
05 1790 0003			ATHLETICS							
06/27/2023	CR	17395			NSAA XC/TR/WR State, Staff Speaker	Wagner, Jenny	0.00	7,623.95		
05 2900 352 000 0 000 0003			ATHLETICS OFFICIALS/JUDGES							
06/22/2023	CD	20230706	5	44669	All-Star VB official	Keeney, Paul	75.00	0.00		
06/22/2023	CD	20230706	5	44670	All-Star VB official	Keeney, Jordyn	75.00	0.00		
06/22/2023	CD	20230706	5	44671	All-Star VB Line Judge	HARTSHORN, JESSE	50.00	0.00		
06/23/2023	CD	20230706	5	44672	All-Star BB official	Moody, John	150.00	0.00		
06/23/2023	CD	20230706-0002	5	44673	All-Star BB official	Fields, Kevin	150.00	0.00		
06/23/2023	CD	20230706	5	44674	All-Star BB official	Stephens, Amy	150.00	0.00		
05 2900 610 000 0 000 0003			ATHLETICS SUPPLIES							
06/02/2023	CD	4198644-00	5	44614	Ankle brace for BBB	SCHOOL HEALTH CORPORATION	43.84	0.00		
06/27/2023	CD	20230706	5	44692	All-Star Game Food	Capital One	198.76	0.00		
06/27/2023	CD	20230706	5	44693	Athletic Equipment	BSN SPORTS LLC	437.48	0.00		
06/27/2023	CD	20230706-0001	5	44695	All-Star Games Uniforms & Coaches Polos	BSN SPORTS LLC	4,055.22	0.00		
05 2900 810 000 0 000 0003			ATHLETICS DUES AND FEES							
06/02/2023	CD	20230602	5	44617	NCA Registrations	Nebraska Coaches Association	2,615.00	0.00		
06/02/2023	CD	20230602	5	44618	NSAA 23-24 Activities	NSAA	1,600.00	0.00		
06/02/2023	CD	20230329 Void Check	5	4464	Track meet entry fee	MALCOLM PUBLIC SCHOOLS	(180.00)	0.00		
05 2900 890 000 0 000 0003			ATHLETICS MISC EXPENSE							
06/02/2023	CD	20230602	5	44619	Girls Wrestling	Seward High School	701.50	0.00		
06/02/2023	CD	13574	5	44616	CMC Neptune Music	CMC Neptune	2,175.00	0.00		
06/23/2023	CD	20230706	5	44675	All-Star Games Announcer	Kramer, Heath	150.00	0.00		
06/23/2023	CD	20230706	5	44676	All-Star Games Video Board	Richters, Carson	100.00	0.00		
06/23/2023	CD	20230706	5	44677	All-Star BB Clock	Stuhr, Preston	50.00	0.00		
06/23/2023	CD	20230706	5	44678	All-Star BB Book	DEY, JULIE	50.00	0.00		
06/27/2023	CD	20230706	5	44694	All-Star Games Event Director	WAGNER, JENNY RAYE	500.00	0.00		
05 704 0003			ATHLETICS FUND BALANCE			*Current Activity				(12,647.85)
						*Ending Balance:	13,146.80	7,623.95	(7,125.00)	(67,898.21)
05 704 0050			CONCESSIONS FUND BALANCE			*Previous Balance				26,860.73
05 704 0050			CONCESSIONS FUND BALANCE							
05 1790 0050			CONCESSIONS							
06/23/2023	CR	17389			Conc. All Star Game 6/22	Klanecky, Nikki	0.00	536.00		
05 704 0050			CONCESSIONS FUND BALANCE			*Current Activity				536.00
						*Ending Balance:	0.00	536.00	0.00	27,396.73
05 704 0051			CONCESSIONS MANAGER FUND BALANCE			*Previous Balance				0.00
						*Ending Balance:	0.00	0.00	0.00	0.00

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number			Chart of Account Description			Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
05 704 0052			BRONCO STORE FUND BALANCE			*Previous Balance				2,259.96
						*Ending Balance:	0.00	0.00	0.00	2,259.96
05 704 0053			MARKET 67 FUND BALANCE			*Previous Balance				(95.50)
						*Ending Balance:	0.00	0.00	0.00	(95.50)
05 704 0054			BRONCO CLOSET FUND BALANCE			*Previous Balance				906.90
						*Ending Balance:	0.00	0.00	0.00	906.90
05 704 0055			BRONCO COFFEE & CREATIONS FUND BALANCE			*Previous Balance				45.38
						*Ending Balance:	0.00	0.00	0.00	45.38
05 704 0056			SUMMER CAMPS FUND BALANCE			*Previous Balance				3,688.92
						*Ending Balance:	0.00	0.00	0.00	3,688.92
05 704 0057			PBIS FUND BALANCE			*Previous Balance				(1,016.14)
						*Ending Balance:	0.00	0.00	0.00	(1,016.14)
05 704 0103			DISTRICT EVENTS FUND BALANCE			*Previous Balance				23,837.41
05 704 0103			DISTRICT EVENTS FUND BALANCE							
05 2900 610 000 0 000 0103			DISTRICT EVENTS							
06/02/2023	CD	20230602	5	44615	Dist. Track, Staff Appreciation	Sam's Club/Synchrony Bank	475.24	0.00		
05 2900 890 000 0 000 0103			DISTRICT EVENTS MISC EXPENSE							
06/20/2023	CD	20230706	5	44691	District Track Help	Butzke, Quinn	50.00	0.00		
06/20/2023	CD	20230706	5	44680	District Track Help	Fehlhafer, Garrett	50.00	0.00		
06/20/2023	CD	20230706	5	44681	District Track Help	Fehlhafer, Carson	50.00	0.00		
06/28/2023	CD	20230706	5	44709	teacher app. reimb.	Centennial General Fund	11.58	0.00		
05 704 0103			DISTRICT EVENTS FUND BALANCE			*Current Activity				(636.82)
						*Ending Balance:	636.82	0.00	0.00	23,200.59
05 704 0104			BOYS BASKETBALL FUND BALANCE			*Previous Balance				1,123.88
05 704 0104			BOYS BASKETBALL FUND BALANCE							
05 1790 0104			BOYS BASKETBALL							
06/26/2023	CR	17394			league	Scholl, Cam	0.00	2,150.00		
06/27/2023	CR	17393			league	Scholl, Cam	0.00	3,300.00		
06/28/2023	CR	17396			team camp	Scholl, Cam	0.00	2,675.00		
06/29/2023	CR	AUTO			BBB concessions	Square Inc.	0.00	69.76		
05 2900 352 000 0 000 0104			BOYS BASKETBALL OFFICIALS							
06/05/2023	CD	20230706	5	44620	summer officials	Olson, Drew	75.00	0.00		
06/05/2023	CD	20230706	5	44621	summer officials	Weyand, Jaxon	75.00	0.00		
06/05/2023	CD	20230706	5	44622	summer officials	Smith, Gabe	75.00	0.00		
06/05/2023	CD	20230706	5	44623	summer officials	Fields, Kevin	75.00	0.00		
06/05/2023	CD	20230706	5	44624	summer officials	Miller, Jacob	75.00	0.00		

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>			<u>Chart of Account Description</u>							
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>	<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
06/05/2023	CD	20230706	5	44625	summer officials	Stutzman, Seth	75.00	0.00		
06/05/2023	CD	20230706	5	44626	summer officials	Holtz, Heath	75.00	0.00		
06/05/2023	CD	20230706	5	44627	summer officials	Richters, Haden	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44629	summer league official	Olson, Drew	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44630	summer league official	Weyand, Jaxon	75.00	0.00		
06/12/2023	CD	20230706	5	44631	summer league official	Adjei, Sammy	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44632	summer league official	Richters, Haden	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44633	summer league official	Miller, Jacob	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44634	summer league official	Stutzman, Seth	75.00	0.00		
06/12/2023	CD	20230706	5	44635	summer league official	Benes, Adam	75.00	0.00		
06/12/2023	CD	20230706	5	44636	summer league official	Gerlach, Brenden	75.00	0.00		
06/12/2023	CD	20230706-0001	5	44637	team camp official	Holtz, Heath	200.00	0.00		
06/12/2023	CD	20230706	5	44638	team camp official	Fangmeyer, Barry	200.00	0.00		
06/12/2023	CD	20230706-0001	5	44639	team camp official	Fields, Kevin	200.00	0.00		
06/12/2023	CD	20230706	5	44640	team camp official	Kamm, David	200.00	0.00		
06/12/2023	CD	20230706-0001	5	44641	team camp official	Benes, Adam	200.00	0.00		
06/12/2023	CD	20230706-0002	5	44642	team camp official	Richters, Haden	175.00	0.00		
06/12/2023	CD	20230706-0002	5	44643	team camp official	Benes, Adam	175.00	0.00		
06/12/2023	CD	20230706-0001	5	44641	team camp official	Benes, Adam	(200.00)	0.00		
		Void Check								
06/19/2023	CD	20230706-0001	5	44667	BBB Team Camp official	Adjei, Sammy	75.00	0.00		
06/26/2023	CD	20230706-0003	5	44682	summer league official	Weyand, Jaxon	75.00	0.00		
06/26/2023	CD	20230706-0002	5	44683	summer league official	Adjei, Sammy	75.00	0.00		
06/26/2023	CD	20230706-0003	5	44684	summer league official	Fields, Kevin	75.00	0.00		
06/26/2023	CD	20230706-0006	5	44685	summer league official	Richters, Haden	75.00	0.00		
06/26/2023	CD	20230706-0003	5	44686	summer league official	Miller, Jacob	75.00	0.00		
06/26/2023	CD	20230706-0003	5	44687	summer league official	Stutzman, Seth	75.00	0.00		
06/26/2023	CD	20230706-0004	5	44688	summer league official	Benes, Adam	75.00	0.00		
06/26/2023	CD	20230706	5	44689	summer league official	Wasserman, Grant	75.00	0.00		
06/28/2023	CD	20230706	5	44696	BBB camp official	Smith, Tristen	200.00	0.00		
06/28/2023	CD	20230706	5	44697	BBB camp official	Kissinger, Brooks	175.00	0.00		
06/28/2023	CD	20230706	5	44698	BBB camp official	Gillespie, Dawson	175.00	0.00		
06/28/2023	CD	20230706-0002	5	44699	BBB camp official	Holtz, Heath	200.00	0.00		
06/28/2023	CD	20230706-0001	5	44700	BBB camp official	Fangmeyer, Barry	175.00	0.00		
06/28/2023	CD	20230706	5	44701	BBB camp official	Mahoney, Barry	175.00	0.00		
06/28/2023	CD	20230706-0004	5	44702	BBB camp official	Fields, Kevin	50.00	0.00		
06/28/2023	CD	20230706	5	44703	BBB camp official	Carraher, Cole	175.00	0.00		
06/28/2023	CD	20230706	5	44704	BBB camp official	Kumm, Davin	175.00	0.00		
06/28/2023	CD	20230706-0007	5	44705	BBB camp official	Richters, Haden	200.00	0.00		
06/28/2023	CD	20230706	5	44706	BBB camp official	Gumaer, Jayde	175.00	0.00		
06/28/2023	CD	20230706-0005	5	44707	BBB camp official	Benes, Adam	150.00	0.00		
06/28/2023	CD	20230706-0001	5	44708	BBB camp official	Schlegel, Brad	150.00	0.00		
05 2900 610 000 0 000 0104					BOYS BASKETBALL					
06/02/2023	CD	20230602	5	44615	BBB	Sam's Club/Synchrony Bank	104.88	0.00		
05 2900 810 000 0 000 0104					BOYS BASKETBALL DUES AND FEES					

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number			Chart of Account Description								
Entry Date	JR	Reference #	Check Acct	Check #	Description	Entity Name	Expenses	Revenues	Balance Change	Balance	
06/12/2023	CD	20230706	5	44644	Team Camp Registration	Norris Boys Basketball	60.00	0.00			
06/19/2023	CD	20230706-0002	5	44645	summer league officials	Olson, Drew	75.00	0.00			
06/19/2023	CD	20230706-0002	5	44646	summer league officials	Weyand, Jaxon	75.00	0.00			
06/19/2023	CD	20230706-0003	5	44647	summer league officials	Richters, Haden	75.00	0.00			
06/19/2023	CD	20230706	5	44648	summer league officials	Moore, James	75.00	0.00			
06/19/2023	CD	20230706-0002	5	44649	summer league officials	Miller, Jacob	75.00	0.00			
06/19/2023	CD	20230706-0002	5	44650	summer league officials	Stutzman, Seth	75.00	0.00			
06/19/2023	CD	20230706-0003	5	44651	summer league officials	Benes, Adam	75.00	0.00			
06/19/2023	CD	20230706-0001	5	44652	summer league officials	Gerlach, Brenden	75.00	0.00			
06/19/2023	CD	20230706	5	44653	team camp	Freeman High School	180.00	0.00			
06/19/2023	CD	20230706	5	44654	team camp	Central City Boys Basketball	150.00	0.00			
06/19/2023	CD	20230706 Void Check	5	44648	summer league officials	Moore, James	(75.00)	0.00			
05 704 0104			BOYS BASKETBALL FUND BALANCE				*Current Activity				1,974.88
							*Ending Balance:				3,098.76
							6,219.88	8,194.76	0.00		
05 704 0105			CROSS COUNTRY FUND BALANCE				*Previous Balance				318.03
							*Ending Balance:				318.03
							0.00	0.00	0.00		
05 704 0106			FOOTBALL FUND BALANCE				*Previous Balance				3,781.07
05 704 0106			FOOTBALL FUND BALANCE								
05 2900 890 000 0 000 0106			FOOTBALL MISC EXPENSE								
06/09/2023	CD	20230706	5	44628	Skelly Camp	Central City Football	150.00	0.00			
05 704 0106			FOOTBALL FUND BALANCE				*Current Activity				(150.00)
							*Ending Balance:				3,631.07
							150.00	0.00	0.00		
05 704 0107			GIRLS BASKETBALL FUND BALANCE				*Previous Balance				(804.64)
05 704 0107			GIRLS BASKETBALL FUND BALANCE								
05 1790 0107			GIRLS BASKETBALL								
06/15/2023	CR	17390			summer GBB Cmap	Kloke, Eric	0.00	1,500.00			
06/20/2023	CR	17391			team camp	Kloke, Eric	0.00	2,720.00			
05 2900 352 000 0 000 0107			GIRLS BASKETBALL OFFICIALS/JUDGES								
06/02/2023	CD	20230602	5	44608	GBB summer camp official	Ortmeier, Jordan	130.00	0.00			
06/02/2023	CD	20230602	5	44609	GBB summer camp official	Fields, Kevin	130.00	0.00			
06/02/2023	CD	20230602	5	44610	GBB summer camp official	Wall, Nathan	130.00	0.00			
06/02/2023	CD	20230602	5	44611	GBB summer camp official	Harms, Amy	130.00	0.00			
06/02/2023	CD	20230602	5	44612	GBB summer camp official	Bargen, Jake	130.00	0.00			
06/02/2023	CD	20230602	5	44613	GBB summer camp official	Richters, Haden	130.00	0.00			
06/19/2023	CD	20230706-0004	5	44655	GBB Team Camp Official	Richters, Haden	200.00	0.00			
06/19/2023	CD	20230706	5	44656	GBB Team Camp Official	Haberman, Lance	100.00	0.00			
06/19/2023	CD	20230706-0005	5	44657	GBB Team Camp	Richters, Haden	200.00	0.00			
06/19/2023	CD	20230706	5	44658	GBB Team Camp	Wall, Nathan	200.00	0.00			
06/19/2023	CD	20230706	5	44659	GBB Team Camp	Ortmeier, Jordan	200.00	0.00			
06/19/2023	CD	20230706	5	44660	GBB Team Camp	Schlegel, Brad	200.00	0.00			

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number			Chart of Account Description							
Entry Date	JR	Reference #	Check Acct	Check #	Description	Entity Name	Expenses	Revenues	Balance Change	Balance
06/19/2023	CD	20230706	5	44661	GBB Team Camp	Harms, Amy	200.00	0.00		
06/19/2023	CD	20230706	5	44662	GBB Team Camp	Hamburger, Katharine	200.00	0.00		
06/19/2023	CD	20230706-0004	5	44655	GBB Team Camp Official	Richters, Haden	(200.00)	0.00		
Void Check										
05 2900 610 000 0 000 0107			GIRLS BASKETBALL							
06/20/2023	CD	20230706	5	44668	drinks & donuts camp	Kloke, Eric	141.21	0.00		
05 2900 810 000 0 000 0107			GIRLS BASKETBALL DUES AND FEES							
06/19/2023	CD	20230706	5	44663	Team Camp Registration	Gretna Girls Basketball	450.00	0.00		
06/19/2023	CD	20230706	5	44664	Team Camp Registration	Hastings College Women's Basketball	230.00	0.00		
06/19/2023	CD	20230706	5	44665	Team camp registration	York Dukes Girls Basketball	450.00	0.00		
06/19/2023	CD	20230706	5	44666	team camp reg.	Concordia Women's Basketball	275.00	0.00		
05 704 0107			GIRLS BASKETBALL FUND BALANCE				*Current Activity			593.79
*Ending Balance:							3,626.21	4,220.00	0.00	(210.85)
05 704 0108			GOLF FUND BALANCE				*Previous Balance			175.76
05 704 0108			GOLF FUND BALANCE							
05 2900 610 000 0 000 0108			GOLF							
06/26/2023	CD	S 27147	5	44690	T-shirts	Heath Sports & Tees	300.19	0.00		
05 704 0108			GOLF FUND BALANCE				*Current Activity			(300.19)
*Ending Balance:							300.19	0.00	0.00	(124.43)
05 704 0109			SOFTBALL FUND BALANCE				*Previous Balance			1,172.39
*Ending Balance:							0.00	0.00	0.00	1,172.39
05 704 0115			TRACK FUND BALANCE				*Previous Balance			375.23
*Ending Balance:							0.00	0.00	0.00	375.23
05 704 0116			VOLLEYBALL FUND BALANCE				*Previous Balance			972.89
05 704 0116			VOLLEYBALL FUND BALANCE							
05 1790 0116			VOLLEYBALL							
06/21/2023	CR	17392			league	Anstine, Alex	0.00	200.00		
05 704 0116			VOLLEYBALL FUND BALANCE				*Current Activity			200.00
*Ending Balance:							0.00	200.00	0.00	1,172.89
05 704 0117			WRESTLING FUND BALANCE				*Previous Balance			1,849.45
*Ending Balance:							0.00	0.00	0.00	1,849.45
05 704 0118			BASEBALL FUND BALANCE				*Previous Balance			807.80
*Ending Balance:							0.00	0.00	0.00	807.80
05 704 0204			JH BOYS BASKETBALL FUND BALANCE				*Previous Balance			18.35
*Ending Balance:							0.00	0.00	0.00	18.35
05 704 0207			JH GIRLS BASKETBALL FUND BALANCE				*Previous Balance			1,588.82

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>		<u>Chart of Account Description</u>				<u>Entity Name</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
<u>Entry Date</u>	<u>JR</u>	<u>Reference #</u>	<u>Check Acct</u>	<u>Check #</u>	<u>Description</u>					
						*Ending Balance:	0.00	0.00	0.00	1,588.82
05 704 0215					JH TRACK FUND BALANCE	*Previous Balance				145.60
						*Ending Balance:	0.00	0.00	0.00	145.60
05 704 0301					ART FUND BALANCE	*Previous Balance				19.59
						*Ending Balance:	0.00	0.00	0.00	19.59
05 704 0302					BAND TRIP FUND BALANCE	*Previous Balance				8,649.05
						*Ending Balance:	0.00	0.00	0.00	8,649.05
05 704 0303					DANCE/CHEER FUND BALANCE	*Previous Balance				1,167.29
						*Ending Balance:	0.00	0.00	0.00	1,167.29
05 704 0305					FBLA FUND BALANCE	*Previous Balance				3,059.20
						*Ending Balance:	0.00	0.00	0.00	3,059.20
05 704 0306					FCCLA FUND BALANCE	*Previous Balance				2,334.73
						*Ending Balance:	0.00	0.00	0.00	2,334.73
05 704 0307					FFA FUND BALANCE	*Previous Balance				30,252.97
						*Ending Balance:	0.00	0.00	0.00	30,252.97
05 704 0308					MUSICAL FUND BALANCE	*Previous Balance				8,463.64
						*Ending Balance:	0.00	0.00	0.00	8,463.64
05 704 0309					NHS FUND BALANCE	*Previous Balance				40.10
						*Ending Balance:	0.00	0.00	0.00	40.10
05 704 0311					ONE ACT FUND BALANCE	*Previous Balance				816.22
						*Ending Balance:	0.00	0.00	0.00	816.22
05 704 0312					QUIZ BOWL FUND BALANCE	*Previous Balance				696.02
						*Ending Balance:	0.00	0.00	0.00	696.02
05 704 0313					SHOW CHOIR FUND BALANCE	*Previous Balance				(2,669.34)
						*Ending Balance:	0.00	0.00	0.00	(2,669.34)
05 704 0314					SPEECH FUND BALANCE	*Previous Balance				753.65
						*Ending Balance:	0.00	0.00	0.00	753.65
05 704 0315					STUDENT COUNCIL FUND BALANCE	*Previous Balance				2,503.11
						*Ending Balance:	0.00	0.00	0.00	2,503.11
05 704 0316					UNIFIED ACTIVITIES FUND BALANCE	*Previous Balance				205.90
						*Ending Balance:	0.00	0.00	0.00	205.90

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number				Chart of Account Description		Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
05 704 0317					ISTRUMENTAL MUSIC	*Previous Balance				(3,749.53)
						*Ending Balance:	0.00	0.00	0.00	(3,749.53)
05 704 0318					VOCAL MUSIC FUND BALANCE	*Previous Balance				(1,480.74)
						*Ending Balance:	0.00	0.00	0.00	(1,480.74)
05 704 0319					MIDDLE SCHOOL QUIZ BOWL FUND BALANCE	*Previous Balance				1,415.11
						*Ending Balance:	0.00	0.00	0.00	1,415.11
05 704 0401					CLASS 2021 FUND BALANCE	*Previous Balance				1,385.56
						*Ending Balance:	0.00	0.00	0.00	1,385.56
05 704 0403					CLASS 2023 FUND BALANCE	*Previous Balance				209.45
						*Ending Balance:	0.00	0.00	0.00	209.45
05 704 0405					CLASS 2024 FUND BALANCE	*Previous Balance				2,205.05
						*Ending Balance:	0.00	0.00	0.00	2,205.05
05 704 0406					CLASS 2025 FUND BALANCE	*Previous Balance				1,417.07
						*Ending Balance:	0.00	0.00	0.00	1,417.07
05 704 0407					CLASS 2026 FUND BALANCE	*Previous Balance				1,012.37
						*Ending Balance:	0.00	0.00	0.00	1,012.37
05 704 0700					BOOSTER CLUB FUND BALANCE	*Previous Balance				0.00
						*Ending Balance:	0.00	0.00	0.00	0.00
05 704 0702					CHROMEBOOK ASSURANCE FUND BALANCE	*Previous Balance				5,278.45
05 704 0702					CHROMEBOOK ASSURANCE FUND BALANCE					
05 1740 0702					CHROMEBOOK ASSURANCE FEE					
06/22/2023	CR	AUTO			CB Assurance pd by CC on FinalForms	FinalForms Stripe, Transfer	0.00	20.00		
06/28/2023	CR	AUTO			CB Assurance pd by CC on FinalForms	FinalForms Stripe, Transfer	0.00	60.00		
05 704 0702					CHROMEBOOK ASSURANCE FUND BALANCE	*Current Activity				80.00
						*Ending Balance:	0.00	80.00	0.00	5,358.45
05 704 0704					JH YEARBOOK FUND BALANCE	*Previous Balance				(1,083.08)
						*Ending Balance:	0.00	0.00	0.00	(1,083.08)
05 704 0705					LIBRARY FUND BALANCE	*Previous Balance				619.10
						*Ending Balance:	0.00	0.00	0.00	619.10

Activity Fund Balance Report - Detail - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund
Number 05

Fund: 05 ACTIVITIES FUND

Chart of Account Number			Chart of Account Description			Entity Name	Expenses	Revenues	Balance Change	Balance
Entry Date	JR	Reference #	Check Acct	Check #	Description					
05 704 0706					SCIENCE FUND BALANCE	*Previous Balance				890.81
						*Ending Balance:	0.00	0.00	0.00	890.81
05 704 0707					WEIGHT ROOM FUND BALANCE	*Previous Balance				8,571.69
						*Ending Balance:	0.00	0.00	0.00	8,571.69
05 704 0708					YEARBOOK FUND BALANCE	*Previous Balance				2,097.05
						*Ending Balance:	0.00	0.00	0.00	2,097.05
05 704 0709					SHOP/TECH FUND BALANCE	*Previous Balance				2,118.09
						*Ending Balance:	0.00	0.00	0.00	2,118.09
05 704 0710					CHESS CLUB FUND BALANCE	*Previous Balance				161.09
						*Ending Balance:	0.00	0.00	0.00	161.09
05 704 0800					CENTENNIAL CHOICE FUND BALANCE	*Previous Balance				31,995.69
						*Ending Balance:	0.00	0.00	0.00	31,995.69
05 704 0801					DISTRICT REIMBURSEMENT FUND BALANCE	*Previous Balance				(1,724.01)
						*Ending Balance:	0.00	0.00	0.00	(1,724.01)
05 704 0900					GENERAL FUND BALANCE	*Previous Balance				11,563.55
05 704 0900					GENERAL FUND BALANCE					
06/30/2023	GJ				Staff Speaker Deposit Change		0.00	0.00	7,125.00	
05 2900 890 000 0 000 0900					GENERAL MISC EXPENSE					
06/27/2023	CD	I164600-21327	5	44679	Speaker for Professional Development	All American Entertainment	7,250.00	0.00		
05 704 0900					GENERAL FUND BALANCE	*Current Activity				(125.00)
						*Ending Balance:	7,250.00	0.00	7,125.00	11,438.55
					Fund Total: 05		31,329.90	20,854.71	0.00	121,481.64

Board Report for Newspaper

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>
ACCO BRANDS USA LLC	SUPPLIES	410.88
AMAZON CAPITAL SERVICES	SUPPLIES	555.86
APERTURE EDUCATION	INSTRUCTION	1,657.50
ARNOLD MOTOR SUPPLY	AUTO PARTS	1,219.33
AUTO-JET MUFFLER CORP	AUTO PARTS	111.35
AXTELL COMMUNITY SCHOOL	ADMIN FEES	2,646.00
BEAVER HARDWARE	FACILITY SUPPLIES	80.98
BGNE, INC	AUTO PARTS/SUPPLIES	254.16
BLACK HILLS ENERGY	NATURAL GAS	507.35
CAPITOL ONE TRADE CREDIT	FACILITY SUPPLIES	440.52
CARDIO PARTNERS, INC	SUPPLIES	594.15
CDW GOVERNMENT, INC	TECHNOLOGY	12,602.40
CENTENNIAL ACTIVITY FUND	DISTRICT REIMBURSEMENT	20,000.00
CENTENNIAL MARKET	FOOD/SUPPLIES	18.37
CENTRAL NEBRASKA REHABILITATION SERVICES	PHYSICAL THERAPY	5,872.19
CENTRAL VALLEY AG	FUEL	1,135.79
CHRISMAN, DANA	REIMBURSEMENT	412.60
CROWNE PLAZZA KEARNEY	LODGING	159.95
CULLIGAN OF CRETE	SUPPLIES	74.25
DAS STATE ACCOUNTING	TELEPHONE	238.13
DICKEY, SUSAN	REIMBURSEMENT	7.49
EASTER, CASSA	REIMBURSEMENT	888.75
EASY TIME CLOCK, INC	CLOUD SOFTWARE	83.00
EDUCATIONAL SERVICE UNIT #6	CONTRACTED SERVICES/SUPPLIES	6,041.50
EGAN SUPPLY CO	CUSTODIAL SUPPLIES	54.60
ESU COORDINATING COUNCIL	FEES	351.00
FEHLHAFFER'S INC	PARTS/MAINTENANCE	20.00
FILTER CARE OF NEBRASKA	SUPPLIES	189.80
GRAINGER	FACILITY SUPPLIES	1,361.82
HITZ TOWING CO	SERVICES	847.50
HOLIDAY INN	STAFF ROOM	229.90
HOME DEPOT PRO, THE	FACILITY SUPPLIES	1,782.80
ILLUMINATE EDUCATION, INC	SOFTWARE	2,899.25
INLAND TRUCK PARTS CO	AUTO REPAIR	4,006.98
INSTRU-MED, INC	EQUIPMENT	65.00
JAYMAR BUSINESS FORMS INC	SUPPLIES	746.98
JOURNEY EDUCATION	SOFTWARE	6,315.47
KONICA MINOLTA PREMIER FINANCE	COPIER LEASE	468.43
KOPCHOS SANITATION, INC	SERVICES	1,236.50
KSB SCHOOL LAW	LEGAL SERVICE	562.50
MATHESON TRI-GAS INC	WELDING SUPPLIES	273.65
MERLE'S FLOWER SHOP	SUPPLIES	152.25
NATIONAL INVENTORS HALL OF FAME	FEES	2,600.00
NE COUNCIL OF SCHOOL ADMIN	FEES	1,085.00
NEBRASKA CENTRAL EQUIPMENT, INC	BUS PARTS/SUPPLIES	499.38

Board Report for Newspaper

<u>Vendor Name</u>	<u>Vendor Description</u>	<u>Amount</u>	
NORRIS PUBLIC POWER DISTRICT	ELECTRICTY	11,490.58	
NRCSA	DUES/FEES	850.00	
ONE SOURCE BACKGROUND COMPANY	SERVICES	29.00	
OnToCollege with John Baylor	ACT PREP	9,500.00	
PAYFLEX	FEES	102.00	
PRESTO-X CO	PEST CONTROL	100.07	
S & S WORLDWIDE	SUPPLIES	24.40	
SARGENT DRILLING	MAINTENANCE/REPAIRS	18,470.00	
SCENARIO LEARNING LLC	WEB APP	1,970.50	
SCHOOL SPECIALTY, LLC	SUPPLIES	1,303.50	
SDI INNOVATIONS	SUPPLIES	453.74	
SOLIZ, DANA E	REIMBURSEMENT	37.54	
SUMMIT FIRE PROTECTION	MAINTENANCE & REPAIR	277.00	
TEACHING STRATEGIES, LLC	TEXTBOOKS	822.25	
TRAFERA, LLC	TECHNOLOGY SUPPLIES	15,496.00	
TRUCK CENTER COMPANIES	BUS REPAIRS	284.96	
UNITE PRIVATE NETWORKS, LLC	WAN FIBER	2,084.25	
UTICA PARTS & SERVICE	AUTO REPAIRS/PARTS	11.93	
VERIZON CONNECT FLEET	FLEET GPS	341.10	
VILLAGE OF UTICA	WATER/SEWER	1,354.76	
WINDSTREAM	TELEPHONE/INTERNET	482.29	
WORTHINGTON DIRECT	FURNITURE/EQUIPMENT	7,662.86	
YORK NEWS TIMES	ADV/PRINTING	35.72	
ZITO BUSINESS	INTERNET SERVICE	121.69	
	Fund Total:		155,067.45
	Checking Account Total:		155,067.45

Checking

SPECIAL BUILDING FUND			
B & H PHOTO	A/V EQUIPMENT	876.90	
BOCKMANN, INC	MAIN & REPAIR	7,845.00	
INSIGHT PUBLIC SECTOR, INC	TECHNOLOGY	171.30	
LINCOLN WINNELSON CO	SUPPLIES	2,606.52	
	Fund Total:		11,499.72
	Checking Account Total:		11,499.72

July 2023

June 2023 Bank Statement

CENTENNIAL PUBLIC SCHOOL INVESTMENTS

FUND	BANK	TYPE OF INVESTMENT	INT. RATE	AMOUNT	INT.REC
Lunch Fund	First Bank of Utica	Checking 180000		<u>\$60,256.62</u>	
			Total	\$60,256.62	
Depreciation Fund	Farmers & Merchants	MMA 436 949		<u>\$8,389.63</u>	\$2.06
			Total	\$8,389.63	
Unemployment Ins.	Cornerstone Bank	CD# 90917		\$58,485.81	\$0.00
	Cornerstone Bank	MMA 81190		<u>\$10,079.80</u>	<u>\$7.73</u>
			Total	\$68,565.61	\$7.73
Building Fund	First Bank of Utica	Checking 18 064 6		\$495,317.00	\$1,130.23
		Bond Fund 180034		<u>\$762,672.81</u>	<u>\$247.07</u>
			Total	\$1,257,989.81	\$1,377.30
General Account	York State, Gresham	CD 5204		\$186,293.28	\$620.93
	First Bank of Utica	PayFlex Acct		<u>\$33,174.66</u>	
			Total	\$219,467.94	\$620.93
	First Bank of Utica	Checking 180505		<u>\$2,604,485.23</u>	\$922.88
		General Fund Total		\$2,823,953.17	
		Total Invested All Accounts Combined		<u><u>\$4,219,154.84</u></u>	

Total amount invested at Farmers & Merchants \$8,389.63
 Total amount invested at First Bank of Utica \$3,955,906.32
 Total amount invested at Cornerstone Bank, Waco \$68,565.61
 Total amount invested at York State, Gresham \$186,293.28
 Total Invested \$4,219,154.84

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0003	ATHLETICS FUND BALANCE	(55,250.36)	13,146.80	7,623.95	(7,125.00)	(67,898.21)
05 704 0050	CONCESSIONS FUND BALANCE	26,860.73	0.00	536.00	0.00	27,396.73
05 704 0051	CONCESSIONS MANAGER FUND BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0052	BRONCO STORE FUND BALANCE	2,259.96	0.00	0.00	0.00	2,259.96
05 704 0053	MARKET 67 FUND BALANCE	(95.50)	0.00	0.00	0.00	(95.50)
05 704 0054	BRONCO CLOSET FUND BALANCE	906.90	0.00	0.00	0.00	906.90
05 704 0055	BRONCO COFFEE & CREATIONS FUND BALANCE	45.38	0.00	0.00	0.00	45.38
05 704 0056	SUMMER CAMPS FUND BALANCE	3,688.92	0.00	0.00	0.00	3,688.92
05 704 0057	PBIS FUND BALANCE	(1,016.14)	0.00	0.00	0.00	(1,016.14)
05 704 0103	DISTRICT EVENTS FUND BALANCE	23,837.41	636.82	0.00	0.00	23,200.59
05 704 0104	BOYS BASKETBALL FUND BALANCE	1,123.88	6,219.88	8,194.76	0.00	3,098.76
05 704 0105	CROSS COUNTRY FUND BALANCE	318.03	0.00	0.00	0.00	318.03
05 704 0106	FOOTBALL FUND BALANCE	3,781.07	150.00	0.00	0.00	3,631.07
05 704 0107	GIRLS BASKETBALL FUND BALANCE	(804.64)	3,626.21	4,220.00	0.00	(210.85)
05 704 0108	GOLF FUND BALANCE	175.76	300.19	0.00	0.00	(124.43)
05 704 0109	SOFTBALL FUND BALANCE	1,172.39	0.00	0.00	0.00	1,172.39
05 704 0115	TRACK FUND BALANCE	375.23	0.00	0.00	0.00	375.23
05 704 0116	VOLLEYBALL FUND BALANCE	972.89	0.00	200.00	0.00	1,172.89
05 704 0117	WRESTLING FUND BALANCE	1,849.45	0.00	0.00	0.00	1,849.45
05 704 0118	BASEBALL FUND BALANCE	807.80	0.00	0.00	0.00	807.80
05 704 0204	JH BOYS BASKETBALL FUND BALANCE	18.35	0.00	0.00	0.00	18.35
05 704 0207	JH GIRLS BASKETBALL FUND BALANCE	1,588.82	0.00	0.00	0.00	1,588.82
05 704 0215	JH TRACK FUND BALANCE	145.60	0.00	0.00	0.00	145.60
05 704 0301	ART FUND BALANCE	19.59	0.00	0.00	0.00	19.59
05 704 0302	BAND TRIP FUND BALANCE	8,649.05	0.00	0.00	0.00	8,649.05
05 704 0303	DANCE/CHEER FUND BALANCE	1,167.29	0.00	0.00	0.00	1,167.29
05 704 0305	FBLA FUND BALANCE	3,059.20	0.00	0.00	0.00	3,059.20
05 704 0306	FCCLA FUND BALANCE	2,334.73	0.00	0.00	0.00	2,334.73
05 704 0307	FFA FUND BALANCE	30,252.97	0.00	0.00	0.00	30,252.97
05 704 0308	MUSICAL FUND BALANCE	8,463.64	0.00	0.00	0.00	8,463.64
05 704 0309	NHS FUND BALANCE	40.10	0.00	0.00	0.00	40.10
05 704 0311	ONE ACT FUND BALANCE	816.22	0.00	0.00	0.00	816.22
05 704 0312	QUIZ BOWL FUND BALANCE	696.02	0.00	0.00	0.00	696.02
05 704 0313	SHOW CHOIR FUND BALANCE	(2,669.34)	0.00	0.00	0.00	(2,669.34)
05 704 0314	SPEECH FUND BALANCE	753.65	0.00	0.00	0.00	753.65
05 704 0315	STUDENT COUNCIL FUND BALANCE	2,503.11	0.00	0.00	0.00	2,503.11

Activity Fund Balance Report - Summary - Exclude Encumbrances

06/2023 - 06/2023

Regular; Beginning Month 06/2023; Processing Month 06/2023; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES FUND

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0316	UNIFIED ACTIVITIES FUND BALANCE	205.90	0.00	0.00	0.00	205.90
05 704 0317	ISTRUMENTAL MUSIC	(3,749.53)	0.00	0.00	0.00	(3,749.53)
05 704 0318	VOCAL MUSIC FUND BALANCE	(1,480.74)	0.00	0.00	0.00	(1,480.74)
05 704 0319	MIDDLE SCHOOL QUIZ BOWL FUND BALANCE	1,415.11	0.00	0.00	0.00	1,415.11
05 704 0401	CLASS 2021 FUND BALANCE	1,385.56	0.00	0.00	0.00	1,385.56
05 704 0403	CLASS 2023 FUND BALANCE	209.45	0.00	0.00	0.00	209.45
05 704 0405	CLASS 2024 FUND BALANCE	2,205.05	0.00	0.00	0.00	2,205.05
05 704 0406	CLASS 2025 FUND BALANCE	1,417.07	0.00	0.00	0.00	1,417.07
05 704 0407	CLASS 2026 FUND BALANCE	1,012.37	0.00	0.00	0.00	1,012.37
05 704 0700	BOOSTER CLUB FUND BALANCE	0.00	0.00	0.00	0.00	0.00
05 704 0702	CHROMEBOOK ASSURANCE FUND BALANCE	5,278.45	0.00	80.00	0.00	5,358.45
05 704 0704	JH YEARBOOK FUND BALANCE	(1,083.08)	0.00	0.00	0.00	(1,083.08)
05 704 0705	LIBRARY FUND BALANCE	619.10	0.00	0.00	0.00	619.10
05 704 0706	SCIENCE FUND BALANCE	890.81	0.00	0.00	0.00	890.81
05 704 0707	WEIGHT ROOM FUND BALANCE	8,571.69	0.00	0.00	0.00	8,571.69
05 704 0708	YEARBOOK FUND BALANCE	2,097.05	0.00	0.00	0.00	2,097.05
05 704 0709	SHOP/TECH FUND BALANCE	2,118.09	0.00	0.00	0.00	2,118.09
05 704 0710	CHESS CLUB FUND BALANCE	161.09	0.00	0.00	0.00	161.09
05 704 0800	CENTENNIAL CHOICE FUND BALANCE	31,995.69	0.00	0.00	0.00	31,995.69
05 704 0801	DISTRICT REIMBURSEMENT FUND BALANCE	(1,724.01)	0.00	0.00	0.00	(1,724.01)
05 704 0900	GENERAL FUND BALANCE	11,563.55	7,250.00	0.00	7,125.00	11,438.55
Fund Total: 05		131,956.83	31,329.90	20,854.71	0.00	121,481.64

KAREN A. HAASE
STEVE WILLIAMS
BOBBY TRUHE



COADY H. PRUETT
JORDAN JOHNSON
SHARI RUSSELL, Paralegal

M E M O R A N D U M

We have attached the 3000 series policies that deal with Business Operations.

Policy 3001. Budgets. This policy deals specifically with creating budget and related requirements. It notes that the Superintendent is responsible for developing the budget.

Policy 3002. Deposits. This policy sets out general guidelines for how to handle money collected by the district. Note that the procedures outlined in this policy apply to anyone acting on behalf of the district, which includes employees, students and volunteers. Your board should determine the amount of cash that it is comfortable in keeping in the building overnight.

Policy 3003. Bidding for Construction, Remodeling, Repair, or Site Improvements. This policy sets out the process that the board will follow when it is going to solicit bids for construction and related projects.

The second section sets out the process that the District will follow when it is undertaking a construction project that has an anticipated cost of less than \$100,000. Under state law, school districts are only required to engage in the formal solicitation of bids when they are undertaking construction with a cost of more than \$100,000, but most districts want to follow some structured process for obtaining quotes or estimates before they begin smaller projects. This section also includes the ability for the district to use the ESUCC Coop for these non-bid projects.

The third section sets out the formal requirements of Nebraska's bidding statutes.

Policy 3003.1. Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds. This policy sets out the requirements that you must follow when you use federal funds for construction. Please note that this policy will apply to any construction financed with federal funds, regardless of how much the anticipated project

will cost. If the construction project has an anticipated cost of more than \$100,000, then you will have to comply with both policy 3003 and 3003.1.

Policy 3004. General Purchasing and Procurement. This policy sets out general guidelines for purchasing equipment and supplies which are not purchased with federal funds. Please review it carefully to be sure that it accurately describes your process in a general way. Note that there is a provision in this policy which states that use of statewide cooperative purchasing programs for school districts, such as ESUCC's Coop Purchasing, satisfies any requirement under this policy or state law to the extent such a bid or quote is not otherwise independently required by law.

The board must make a decision about two parts of the fourth section of this policy. You must tell staff how many days prior to a board meeting they have to submit receipts for reimbursement. You must also set the amount at which you will require staff to secure written quotes and/or estimates. Due to the way the federal regulations work, we strongly urge you to set that limit at **\$10,000**. As you will see, the EDGAR regulations have one set of rules for purchases under \$10,000, another set of rules for purchases between \$10,000 and \$250,000, and a third set of rules for purchase over \$250,000. We think it will be confusing for the district to adopt a fourth set of rules for purchases below \$10,000 but above some other limit set by the board. Having said all that, the board is certainly entitled to adopt a lower threshold than \$10,000 in this policy because it applies to purchases not made with federal funds.

Policy 3004.1: Fiscal Management for Purchasing and Procurement Using Federal Funds. This policy sets out all of the elements that are required by the Education Department General Administrative Regulations (EDGAR). These regulations apply to all federal grants that are made by the US Department of Education to local school districts directly and to all funds that pass from the federal government through state departments of education to local schools. That means you will need to follow this policy for purchases for your food program, special education, Title I and any other federal program. The first section recites that this policy will only apply to purchases made with federal dollars. This keeps your staff from having to jump through the hoops in this policy if they are spending state or local funds. All of your staff who work in areas where federal funds are spent (cooks, special ed and Title I paraeducators, etc.) should be trained on this policy.

Policy 3005. School Activities Fund. This policy governs school activity funds and it provides that funds remaining after graduation may be transferred to any district account. Notice that this policy attempts to address

the problem of unspent senior class funds by permitting the funds to be transferred at the board's discretion or kept in that class's fund. If your board follows a different practice, contact us or your regular school attorney to be sure that your practice is lawful.

Policy 3006. [Intentionally Left Blank]

Policy 3007. Review of Bills. This policy provides a good set of checks and balances which is always a subject of focus for the State Auditor.

Policy 3008. Grants, Gifts and Bequests. Although it is generally a good thing when people want to give the school district donations, boards need to have control over what is donated and how it is used. This policy allows the superintendent to accept the donation of personal items (like coats for a winter closet drive) and of cash donations up to a limit set by your board. All other donations must be approved by the board.

Policy 3009. Audits. This policy states that you will obtain an annual audit as required by law. It also states that the district does not use generally accepted accounting principles. Most schools do not have the staff or other resources to comply with GAAP and state statute specifically provides that schools do not have to follow GAAP. Nonetheless, the state auditor will frequently criticize schools for not following GAAP. This policy will help schools defend against that sort of criticism.

Policy 3010. Insurance. This policy addresses insurance as it relates to protecting the school district, the board as a corporate body, individual board members, appointed officers, employees, and volunteers from financial loss arising from any claim, demand, suit or judgment. The school district's insurance should be reviewed annually or as the need arises.

Policy 3011. Transportation. This policy addresses transportation. Please review it to make sure it is consistent with your transportation plan. If you have adopted a different plan, substitute yours for our form plan. If you would like us to review it, please e-mail it to us.

Policy 3012. School Meal Program. This policy addresses the provision of a meal program for students and the meal charge policy. The Meal Program section outlines the district's responsibilities to create a program, set costs, and/or contract with a private company to manage the program. It also states that the district will notify families of the costs and the procedure for signing up for free or reduced-price meals. The Meal Charge Policy outlines the district's duty under federal regulations to establish procedures and provide notice for how the school will handle student meals

when a student's meal account is delinquent. We have provided four options for boards to choose from.

Policy 3013. Emergency Closings. This policy on emergency closing states that school will be held on each day of the school calendar unless the superintendent determines that school should not be in session. Note that the policy uses the "impossible or impracticable" wording from the mandatory attendance statute, which should support the district if a parent ever claims bad weather as a defense to a truancy charge.

Policy 3014. Use of School Property. Over the last several years, schools and ESUs in Nebraska have seen an increase in the variety and frequency of groups wanting to utilize district facilities. Districts in Nebraska and throughout the country have been involved in significant litigation regarding facility use, and many others have been forced to resolve facility use questions with entities like the ACLU. In response, our policy takes a comprehensive look at these issues. We will highlight the main provisions for your board to focus on, below:

Accounting for "Regular Uses." Many districts permit patrons to use facilities such as the weight room and track on a regular basis. Some districts have designated hours, and others permit patrons to keep keys or fobs to access the facilities. Most districts use some sort of application and agreement for these uses separate from their general facility use application. The first section of the policy is an attempt to capture these regular, individual uses and permit them with only one application. We have also included an Application, Release, Waiver, and Agreement document. Rather than requiring patrons to apply for a facility use permission every time, we hope this one-time application process protects the district to the maximum extent possible and eases the administrative burden when patrons use the facilities regularly.

Prohibiting Commercial Use. This is a very tricky area for many districts. Most districts do not want to turn the school and school activities into shopping malls. However, most schools do want to permit booster clubs and student groups to raise funds which support school students and activities. From a purely legal perspective, the district is almost always better off prohibiting others from profiting by using district facilities. One recent example is an athletic trainer who wanted to host a workout class in the school weight room and charge money for patrons to attend. The trainer sought to take advantage of the facility being open to

community use and planned to use the district's equipment and facilities rent-free to host the class. As a result of requests like this, we have written the policy to prohibit commercial uses which result in personal financial gain. If your district has a practice of permitting commercial uses, such as fitness classes, for-profit craft fairs, and other such events, you should contact us directly to assist you in preparing a policy provision which best protects the district.

Redefined Groupings. The policy breaks out groups using facilities into four separate categories: curriculum-related student groups, extracurricular student groups, non-curriculum related student groups, and non-student groups. This grouping system closely tracks the Supreme Court cases and assists in drawing clearer lines for requirements of various groups depending upon their alignment with district curriculum and activity offerings. For example, the policy says that all student groups are given priority over other outside groups.

Charging Fees for Admission. The last section of the policy prohibits groups which use school facilities from charging admissions fees. This is a *major* question in many districts, and our provision may not be consistent with your district's practices and preferences for supporting your community groups. **Please read this section carefully and be sure to discuss it fully with your entire board.**

The Political Subdivision Tort Claims Act exempts schools from liability when their facilities are used for "recreational" purposes, but only if the group using facilities does not charge a fee to participate in or spectate the event. Likewise, if the district maintains control over the event/facilities, such as providing supervision or custodial services, the protection from liability may not apply.

These protections came about as a result of court cases where political subdivisions were sued because someone attending an event held in public facilities was injured. In one case, for example, a patron suffered an ankle injury stepping in an animal burrow on a courthouse lawn during a town celebration. The public policy behind these protections says that schools should be encouraged to permit others to use their facilities. As an incentive to permit the recreational use of district facilities, school districts should not be held liable for damages suffered

when patrons are participating or spectating “recreational” activities on school grounds. The definitions in the statutes are quite broad, providing protection to schools in many cases.

However, in order to maintain the protections of this law, schools cannot permit outside groups to charge a fee to attend the facility and cannot maintain control over the facility. If someone has to pay a fee to attend an activity, and if the district maintains control over the facility, then the patron(s) has a greater expectation of protection from possible dangers. But if the school does not maintain control and the entity using the facility does not charge an admission fee, the district is only liable for its “gross negligence” rather than standard negligence.

As you can see, this is one of the more complex policies in our service. Please feel free to call us and work through these issues one-by-one whenever it is convenient for you.

Policy 3015. Time Away From School Activities. This policy states that school activities will not be held on Wednesday nights or Sundays. This policy intentionally considers these days “time away from activities” and specifically and intentionally does not contemplate the types of activities in which students may be engaged on those days. **If you have other days designated for time away from school activities, modify the policy accordingly.**

Policy 3016. Smoking. Many districts are struggling with effective policy solutions to electronic cigarettes, vapor pens, and similar technology. In 2014 the Unicameral made it a criminal violation for any minor under the age of 18 to use “vapor products or alternative nicotine products.” Accordingly, we recommend that your general tobacco use policy to include an option which prohibits the use of vape pens, electronic cigarettes, and the like. While this policy applies to all students and staff, it applies generally to all district patrons and visitors. This policy has 3 options. You should select one or a combination of these policies.

Policy 3017 Press Releases. This policy requires administrative approval of press releases regarding school-related activities and events.

Policy 3018. Denial of Access to School Premises. This policy provides a method for denying access to school activities or school premises. It permits an administrator to limit or deny access to certain school activities or school premises for various reasons.

Policy 3019. Sale or Disposal of School Property. This policy states that the sale of school property must be made with the best interests of the school and taxpayers in mind. It sets forth the statutory requirement that the sale of school property be approved by a two-thirds vote of the board of education at a regular board meeting.

Policy 3020. Copyright Compliance. This policy addresses copyright compliance and discusses the steps district administrators must take or may take when an infringement occurs. It states that teachers and students may not use any media in a manner that is in violation of applicable copyright laws. If staff or students subject the district to payment for copyright violations, the district may require the offending student or staff member to make the district whole. **Please note: even if there is a technical infraction which occurs because of a staff member or student, one protection for educational institutions against copyright liability is to distribute materials and provide training to staff and students about the importance of copyright compliance. This policy requires you to distribute materials to students and staff for the purpose of preserving that defense.**

Policy 3021. Operation of School Business Office This policy describes the days and hours that the business office will be open. Some boards prefer that the district's business office be open during regular business hours. **You should revise the policy to describe the district's practice.**

Policy 3022. Volunteers. This policy addresses the use of volunteers. We recommend having most volunteers sign a volunteer services agreement, though we recognize that in some instances the volunteer's involvement will be insubstantial. The policy also prohibits people from volunteering if they refuse to comply with a requested background check. If you need assistance in creating or updating your volunteer services agreement, we would be happy to help

Policy 3023. Record Management and Retention. School districts must comply with two sets of laws governing the retention and deletion of records. The Federal Rules of Civil Procedure require government entities to retain some electronic records with metadata intact and to state with specificity when they will delete electronic records. Nebraska's Records Management Act and the record retention schedules adopted by the Nebraska Secretary of State's Record Management Division outline when schools may delete both physical and digital records. The schedules which apply to school districts are Schedule 10 and Schedule 24. This policy outlines how the school district will comply with all of these various laws and regulations.

This policy has several options for you to adopt, depending on whether you use a cloud-based productivity suite and, if so, which suite you use. If you use a cloud-based service such as Google Apps for Education or Office 365, you will need to select the retention level you have selected from your service provider. If you still use internal servers to host your e-mail, you will need to consult with your technology coordinator to determine how long the district stores e-mail and other electronic data. There is no obligation to retain all of your e-mail in their original format, but you must identify your retention schedule for these records.

Under Schedule 24, "short term communications" must be maintained for at least 6 months, which is why we have included that retention period for school-affiliated social media posts. Please note that all this means is that staff using school-affiliated social media posts cannot delete their posts for at least 6 months. If you use Twitter, for example, to announce sports scores, you just cannot go back and delete old Tweets at the end of the school year. You do not have to print these posts -- leaving them on the social media application counts as "maintaining" under the schedules.

Your retention obligations for security video is covered by Schedule 24. After consulting with the Secretary of State's office, we have categorized security video as "working papers" which can be destroyed as soon as the school determined that there is no need to keep it. Schools will have to complete an annual disposition report regarding this footage. The Secretary of State's Office was gracious enough to provide us with a sample disposition report on security video footage, which we have included as an example with the forms for the 3000 series.

Policy 3024. Booster Clubs and Parent Teacher Organizations.

This policy addresses booster clubs and parent-teacher organizations. There are two variations that can be used. In both cases, we suggest that the district: (1) take complete control over the organization's finances or (2) keep the school's finances and the organization's finances completely separate. Regardless of which approach is used, the key is to make the relationship clear in the policy. We have attached policies which address both situations.

Policy 3025. Returned and Outstanding Checks. This policy deals with insufficient fund checks. It states that a person who wrote a bad check must pay the school the amount of the check in cash plus an additional \$30 (the board should choose the amount) to cover costs to the district. It also gives the district the authority to refuse to accept checks from people whose checks are repeatedly returned for insufficient funds. The policy also addresses checks which are outstanding and authorizes the superintendent to review them and resolve any issues related to outstanding checks, including

stopping payment and reissuing the checks. **These terms are not statutorily required and the board may set its own standards.**

Policy 3026. Handbooks. This policy covers handbooks. It states that handbooks are intended to convey information and explain school regulations and procedures. It points out that the handbooks are not contracts and that the administration has the authority to change handbook provisions during the year so long as the changes are consistent with board policy. It also makes clear that the handbooks are trumped, when inconsistent, by board policy and state law.

Policy 3027. Resolution of Conflicts Between Parents Over School Issues. This policy addresses the resolution of conflicts between parents over school issues. It explains that the school will not become involved in disputes between parents regarding such issues as court orders, student records, and picking up children at school.

Policy 3028. Sex Offenders. This policy deals with sex offenders and emphasizes the importance of students' safety at school. It states that the school will notify staff members, parents, and students (1) of any registered sex offenders residing in the school district and (2) of the availability of information about sex offenders on the State Patrol's web page. If your district does not distribute this list to staff, parents, and students, you should.

Policy 3029. Distribution of Flyers Advertising Non-School Issues. This policy addresses the distribution of flyers advertising activities of non-school organizations. The first numbered paragraph sets forth prohibitions against flyers with statements that are inappropriate for a school setting. The remaining paragraphs set forth procedures and requirements for flyers.

Policy 3030. Automatic External Defibrillator Program. This policy deals with automatic external defibrillators (AED). Some organizations offer to donate both the AED and the cost of its upkeep. The attached policy is designed to limit the school district's potential liability while incorporating the policy elements recommended by the American Medical Association and the American Heart Association. You will have to identify a medical advisor and should be sure that the person designated as the AED Program Coordinator understands his/her obligations under the policy and is willing to fulfill those responsibilities. **Note that you will have to identify a Program Coordinator and Medical Advisor.**

Policy 3031. Students Electing to Attend School in Adjoining State. This policy addresses requests for students to attend schools in an

adjoining state. It restricts approval of out-of-state enrollment except when (1) the student will suffer extreme and unusual harm if not allowed to attend school in an adjoining state; or (2) the district's financial circumstances will be unaffected by the out-of-state transfer.

Policy 3032. Copyrighting Fees for School District Records. addresses the copying fees for School District Records should they be requested. You will have to identify what amount you will charge for each request.

Policy 3033. Lending Textbooks to Children Enrolled in Private Schools. This policy complies with Rule 4 of the Nebraska Department of Education. It addresses lending textbooks to children enrolled in private schools and the process for individuals to fill out an application for the textbooks. The procedures and timelines laid out in the policy are required by NDE.

Rule 4 has a very broad definition of the term "textbook." Although we do not recite that definition in the policy itself, administrators and boards should understand that "textbook" includes digital resources and subscriptions:

Textbook shall mean any instructional material that is designated for use by individual students in classroom instruction as the principal source of study material, in any of grades kindergarten through grade 12 in the public school(s) of each school district. The following, if designated for use by individual students as the principal source of study material, are likewise to be considered textbooks for purposes of this chapter: multiple texts; electronic and digital subscriptions; and hard-copy, write-in work texts if accessible by students pursuant to a multi-year subscription entered into by the school district. Instructional material that is in a non-tangible, electronic or digital format, e.g. web-based (on-line) material, accessible by students through a subscription or license agreement entered into by the school district, is a textbook if the individual student's access ceases within the timeframe described in Section 003.01 of this chapter. The following are not to be considered textbooks: library books, teacher's editions, hard-copy supplemental workbooks and any book or material designated for classroom, and not individual use (e.g. "Big Books" and the like).

For many years, when homeschool parents have asked to borrow textbooks from the school district, it has merely been a matter of loaning out an extra book, which did not impose any additional cost on the school. With this much

broad definition of “textbook” homeschool and private school parents could seek to access digital textbooks or other electronic resources. If the school pays a per-user subscription for these resources, the district is not required to pay that cost for the homeschool or private school student. Instead, the district requests funds from NDE to pay for the requested resource. You may also add up to 5% of the cost to defray administrative expense. Then the department will respond to the request by informing the schools whether there are sufficient funds to pay for the requested resource. Schools are only obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose.

Policy 3034. [Intentionally Left Blank]

Policy 3035. Chain of Command. This policy was created in response to requests from several of our school district clients to provide more effective and efficient assistance to patrons and employees with questions or concerns. You should review this carefully to be sure it accurately describes how your district's chain of command operates.

Policy 3036. Purchasing (Credit) Card Program. Many school districts in Nebraska use credit cards to purchase goods and services for school purposes. However, many schools are unaware that, though state law authorizes the use of such credit cards, it also imposes certain obligations upon the district. In addition, the Nebraska Auditor of Public Accounts has chastised some schools in their audits because school personnel failed to maintain adequate supporting documentation for credit card expenses in violation of state law and school district policy. This policy includes everything required by state law and incorporates recommendations made by the State Auditor in previous school district audits. It also tracks changes to federal purchasing and procurement and allows continuity of your purchasing system. After you adopt the policy, we strongly encourage you to provide a copy of it to all employees and require them to acknowledge that they have received and read it.

Policy 3037. Petty Cash. The Nebraska State Auditor expressed concern during a recent audit that a school district maintained a petty cash fund without adopting any policy or procedures governing its use. The auditor was particularly concerned about the lack of monitoring and oversight of the fund. If you do not use petty cash, you do not need a policy. However, if you do utilize such a fund, we strongly encourage you to adopt a policy that spells out its amount, who controls it, when it may be used, monitoring procedures, etc. You should review this policy with the administration and the board to make sure that it conforms to your actual practice.

Policy 3038. [Intentionally Left Blank]

Policy 3039. Threat Assessment and Response. Schools are required to have a “threat assessment” procedure which they are supposed to use any time someone reports a threat made by a student, staff member, or patron. The idea is that the school can use a data-driven approach to determine what to do in response to such a threat rather than a knee-jerk reaction. There are three options in this policy - one in which a “threat assessment team” investigates and responds to threats; one in which the superintendent performs these tasks alone; and one in which a school district law enforcement unit conducts the investigation. You should select the option that best reflects your district’s practices. However, you cannot use the “law enforcement unit” option unless you have adopted Policy 5054, designating a “law enforcement unit” for your district.

Policy 3040. School Safety and Security. We have designed this policy so that it complies with the Safety and Security Protocols. The first section states that the board wants to meet the minimum safety requirements. If your board wants to go beyond the minimum to meet the “exceeds” or “outstanding” level of the rubric, please let us know and we will revise these policies accordingly.

In the next two sections of this policy, we have tried to separate out the obligations for safety and security measures between the superintendent, principals, and the crisis team. You may revise **who** must perform each of the duties identified, but you may not **eliminate** any of these duties and still comply with the Safety and Security Protocols.

Your board should carefully review the section of the policy dealing with memorials and select which option will best fit your district’s needs. We have made two changes to the policy. When a school community experiences the death of a student or a similar tragedy, there is often the very human tendency to want to do something in memory of the deceased student. These memorials can range from spontaneous tributes piled at lockers or parking spaces to more permanent, lasting tributes like placing plaques in halls or planting trees or gardens in the student’s name. There may also be ceremonies or assemblies that bring together members of the school community to share memories and grieve together. While this is a very understandable impulse, the most current psychological research indicates that these sorts of memorials are not good for kids and they create tremendous potential legal issues. The best legal and psychological agrees that it is best practice to disallow student memorials. While we defer to the research, we also know that there can be tremendous political pressure to allow a memorial. So, we

have included two options for memorials. The first is to flatly prohibit them. The second option sets up a process whereby the school's crisis team can consider a request for a memorial and make a recommendation to the board. It is important that you discuss this issue as a board **now** before a crisis event has occurred.

Policy 3041. Crisis Team Duties. This policy places the majority of the responsibility for complying with the Safety and Security Protocols on the crisis team. Note that the superintendent names people to serve on the crisis team using the considerations set out in policy 3040 above. The way this is set up, it will be the crisis team that conducts the self-assessment required by NDE. All of you currently have an All-Hazard School Security Plan. It is likely that the Safety and Security Protocols will require substantial revisions to that plan, and this policy places the responsibility for those revisions on the crisis team. Again, we have not included anything in this policy which is not required for minimum compliance with the Safety and Security Protocols.

Policy 3042. Construction Management at Risk Contracts and Policy 3043. Design-Build Contracts. The Political Subdivisions Construction Alternatives Act requires a school to have policies in place before it can use the construction management at risk and design-build methods of construction. These policies comply with the requirements of the Act.

Policy 3044. Incidental or De Minimis Use of Public Resources. The general rule is that personal uses of "public resources" are not permitted. However, the Nebraska Political Accountability and Disclosure Act allows boards or public entities, such as schools and ESUs, to pass a policy which authorizes board members and employees to use public resources for personal purposes when those uses are "incidental or de minimis." As long as the personal use is accounted for on the board member's or employee's personal taxes, as required by law, the board can authorize these uses to avoid complaints and allegations of misuse. This policy is designed to account for the most common uses we come across, and your board is free to remove or add additional uses consistent with your practices.

Policy 3045. Use of Sniffer Dogs. Many schools have decided to use trained drug dogs to conduct "sniff searches" of vehicles on school grounds, school lockers used by students, and other items or areas at the school. Schools have the authority to use drug dogs to conduct "sniff searches" in many, if not most, circumstances. One exception is the use of a dog to sniff a student or staff member. **We strongly discourage school districts from allowing dogs to sniff people.** The tougher questions are whether the school ***should*** implement use drug sniffing dogs and, if so, how

the program should be implemented. This policy includes our recommended procedures in the event that school decides to use drug dogs.

Policy 3046. Animals at School. This policy addresses animals on school grounds from all relevant legal perspectives: class pets, therapy animals, and service dogs. The requirements for each are different, with the key being the disability-related considerations for therapy animals (which can include nearly any animal) to service dogs (which include only specially trained dogs and miniature horses). The policy also requires that requests for service animals and requests for therapy animals (where you allow them) that are made by or on behalf of a student with an IEP or a 504 plan be referred to the respective IEP or 504 Team for consideration. There are two options for therapy animals, and you will need to pick one.

Policy 3047. Data Breach Response. School districts that are required to provide reasonable security to personal information handled by the district. This policy states the district will implement the appropriate security, and if the district experiences a data breach it will investigate the breach, provide notice to those affected, and notice to the Attorney General. We have also included a section that provides for data governance protocols to be put in place to map the flow of data between software, hardware, and personnel in order to maintain good data hygiene and make sure data breach responses will run smoothly and efficiently.

Policy 3048. Communicable Diseases. This policy sets forth steps to take if it is determined that a staff member or student has a high risk communicable disease. Because we get this question all the time, we did want to highlight that, yes, Hepatitis "E" is a real thing included in the DHHS regulations.

Policy 3049. Drones and Unmanned Aircraft. With the increasing use of drones and other unmanned aircraft by schools and by private individuals, this policy contemplates some general use restrictions while also factoring in differences for district uses versus personal or private use on school grounds. The policy generally defers to the superintendent or his or her designee to provide permission, designate authorized areas, and impose other restrictions on the use of drones on school property.

Policy 3050. Technology in the Classroom. This policy addresses the use of electronic devices and software applications in the classroom that are not selected or purchased by the district. If a teacher brings in a Google Home, Amazon Echo, or similar device; or wants to use a specific application; this policy requires that the teacher notify the administration of the device or application's use, and provides guidance on how the device should be setup.

The policy also restricts the use of assistive technology to prohibit the recording and transmitting of the classroom activities of other students.

Policy 3051. Opioid Overdose Prevention and Response. Naloxone, also known by its brand name Narcan, has been used by emergency responders and health care professionals for many years as an opioid antagonist to reduce deaths and negative consequences of individuals experiencing opioid overdose. Although Nebraska has a naloxone statute allowing for dispensing naloxone without a prescription, the Department of Health and Human Services, Division of Public Health, has also issued a standing order to facilitate the availability of naloxone. This policy allows the district to take advantage of those laws and have naloxone available to administer by appropriately trained staff. Much like the policy on AED's, it is permissive and you should consult with your school nurse and local authorities if you want to have a naloxone program.

Policy 3052. Leasing Personal Property. This policy provides the authority for authorized personnel to lease personal property (e.g., equipment, goods, etc.) from vendors for school district use. A decision will need to be made as to the total lease amount above which written quotes/estimates will be required to be obtained from multiple vendors.

This policy also provides the authority for the Superintendent to lease out district-owned personal property that is not needed for school purposes. Decisions will have to be made concerning (1) the threshold (dollar amount) of the fair market value of the personal property in question under which the Superintendent may lease out such property without board authorization, and (2) the maximum number of days that the Superintendent can agree to lease out district-owned personal property.

Policy 3053. Nondiscrimination. This policy satisfies the requirement that a school district have a policy which forbids discrimination for unlawful reasons.

School districts with 50 or more employees are required to appoint a responsible person to coordinate the administrative requirements of ADA compliance and to respond to complaints filed by the public. In this policy, the 504 coordinator is the same person as the ADA coordinator. If you do not want your 504 coordinator to serve as your ADA coordinator let us know and we can work with you to customize this policy.

Policy 3054. Law Enforcement Unit. This policy allows the board to designate a law enforcement unit for the district. The district is permitted to designate any individual or group as it's law enforcement unit. The disclosure

of records created and maintained by a law enforcement unit for a law enforcement purpose is not restricted by state and federal student record laws, so this policy further outlines how law enforcement unit records should be maintained and how they may be disclosed. Designating a law enforcement unit implicates complex legal and privacy considerations, and we encourage you to reach out for advice on these issues before adopting this policy.

Policy 3055. School Resource Officers. On and after January 1, 2021, school must have a memorandum of understanding in effect with any law enforcement agency that provides school resource officers and any security agency which provides security guards to schools in a school district. Each MOU must include policies that address six specific issues. We have developed this policy to ensure that every policy provision required by the new SRO statutes exists and can be incorporated into any MOU.

Policy 3056. Guest Speakers. Some schools have invited guest speakers into school with little to no knowledge of the guest speaker's message, experience, or intent. Not surprisingly, not all guest speaker appearances went as smoothly as one would hope when there is little research done about the guest speaker. This policy includes a process and procedure to research guest speakers so that everyone involved has a clear understanding of the guest speaker's purpose and message. This will help the school determine if the proposed message complies with school district policies and its fundamental values and to avoid unwanted surprises for everyone involved.

Policy 3057. Title IX. This policy went into effect on August 14, 2020. It is required by federal regulations, including all of the components of the "formal grievance process" laid out in those regulations. The policy includes the applicable definitions, procedures, and obligations, such as mandatory training. This policy must also be included in full in all handbooks to provide notice to all students, parents, and staff, and a copy must also be provided to your local education association. The policy along with other information must be posted in a conspicuous location on your website. Any time the policy is updated or amended, you must update your handbooks, provide copies to required parties, and update your website.

Policy 3058. Naming School District Facilities and Property. This policy is optional, and you are not required to adopt the policy unless you believe you will undertake a project or receive a request for naming rights. If you have already sold or given naming rights away, you should ensure this policy does not impact any existing agreements or obligations. We have included this policy within our service at the request of several subscribing schools. There are multiple ways to create such a policy. Our model policy

attempts to provide as much flexibility to boards as possible while also being mindful of legal complications that can arise when schools permit outside individuals or entities to have control over naming rights within schools, such as on building facades or within certain rooms or areas of school buildings.

3046

Animals at Schools

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent or his or her designee except as provided in this policy or as otherwise required by law.

I. Use of Animals for Instructional Purposes

Animals that support a district program or curriculum or that are used for instructional purposes are allowed in school district buildings or on school district property with the written permission of the superintendent or building principal.

II. Service Animals

The school district does not permit discrimination against individuals with disabilities, including those who require the assistance of a service animal. An individual with a disability is permitted to be accompanied by his/her service animal on school property when required by law, subject to the conditions of this policy.

Service Animal. A “service animal” is a dog that has been individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. Work or tasks **do not** include the crime deterrent effects of an animal’s presence and the provision of emotional support, well-being, comfort, or companionship. The work or tasks performed by a service animal must be directly related to the handler’s disability or necessary to mitigate a disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals for the purposes of this definition. **See also,** Miniature Horses below.

School District Inquiries. School officials **may** ask the owner or handler of an animal whether the animal is required because of a disability and what work or task the animal has been trained to do **unless** the answers to these inquiries are readily apparent. School officials **may not** ask about the nature or extent of a person’s disability and may not require documentary proof of certification or licensing as a service animal.

Procedural Requirements. The following requirements must be satisfied **before** a service animal will be allowed in school buildings or on school grounds:

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

Health and Vaccination. The owner or handler must have proof of current licensure from the local licensing authority including proof of the service animal's current vaccinations and immunizations required by law.

Service animals will not be allowed in school buildings or other school property until the school has approved the request.

Control. A service animal must be under the control of its handler at all times. The service animal must have a harness, backpack, vest identifying the dog as a trained service dog, leash, or other tether. If the handler is unable to use a harness, backpack, vest, leash, or other tether, because of a disability or the use of a harness, backpack, vest, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, the use of these items is not required. However, the service animal must be otherwise under the handler's control.

Exclusion or Removal from School. A service animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the service animal;
- (2) The service animal is not housebroken;
- (3) The service animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence fundamentally alters the nature of the service, program, or activity.

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service,

program, or activity without the service animal.

Allergic Reactions. If any student or school employee assigned to a classroom or mode of transportation in which a service animal is permitted suffers an allergic reaction to the service animal, the person having custody and control of the animal will be required to remove the animal to a different location designated by an administrator. The school will arrange a meeting between school personnel, the individual with the disability, and the parents or guardian(s) of the person with the disability if that person is a student to develop an alternate plan.

Supervision and Care of Service Animals. The owner or handler of a service animal is solely responsible for the supervision and care of the animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The student's parent or guardian is responsible for providing for the supervision and the care of the animal in the event that his or her student is not able to do so. The school district is not responsible for providing any care, supervision, or assistance for a service animal.

Extra Charges. The owner or handler of a service animal will not be required to pay an admission fee or a charge for the animal to attend events for which a fee is charged.

Damage to School Property and Injuries. The owner or handler of a service animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the animal.

Miniature Horses. Requests to permit the use of a miniature horse by an individual with a disability will be addressed on a case-by-case basis by considering the following factors:

- (1) The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- (2) Whether the handler has sufficient control of the miniature horse;
- (3) Whether the miniature horse is housebroken; and
- (4) Whether the miniature horse's presence in a specific facility compromises legitimate safety requirements that are necessary for safe operation.

All additional requirements outlined in this policy, which apply to service animals, shall apply to miniature horses.

Service Animal in Training. This policy shall also be applicable to service

animals in training that are accompanied by a bona fide trainer.

Denial of Access and Grievance. If a school official denies a request for access of a service animal, the disabled individual or parent or guardian can file a written grievance with the school's Section 504 Coordinator.

III. Therapy Animals

The school district supports the use of therapy animals by teachers or other qualified school personnel ("Owner") for the benefit of its students subject to the conditions of this policy.

Therapy Animal. A "therapy animal" is an animal that has been individually trained and certified to work with its Owner to provide emotional support, well-being, comfort, or companionship to school district students. Therapy animals are not "service animals" as that term is used in the American with Disabilities Act. The animal must be well behaved and have a temperament that is suitable for interaction with students and others in a public school. Therapy animals are personal property of the Owner and are not owned by the school district.

Therapy Animal Standards and Procedures. The following requirements must be satisfied **before** a therapy animal will be allowed in school buildings or on school grounds:

Request. An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used. When a request to bring a therapy animal to school is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input.

Training and Certification. The Owner must submit training and certification information requested by the Superintendent or his or her designee. Any certification required by the school district must remain current at all times.

Health and Vaccination. The therapy animal must be clean, well groomed, in good health, house broken, and immunized against diseases common to such animals. The Owner must submit proof of current required licensure from the local licensing authority and proof of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

Control. A therapy animal must be under the control of the Owner at all times.

Identification. The therapy animal must have appropriate identification identifying it as a therapy animal.

No Disruption. The therapy animal must not disrupt the educational process by any of its behaviors.

Health and Safety. The therapy animal must not pose a health and safety risk to any student, employee, or other person at school.

Supervision and Care of Therapy Animals. The Owner is solely responsible for the supervision and care of the therapy animal, including any feeding, exercising, and clean up while the animal is in a school building or on school property. The school district is not responsible for providing any care, supervision, or assistance for a therapy animal.

Authorized Area(s). The Owner shall only allow the therapy animal to be in areas in school buildings or on school property that are authorized by school district administrators.

Insurance. The Owner must submit a copy of an insurance policy that provides liability coverage for the therapy animal while on school property.

Exclusion or Removal from School. A therapy animal may be excluded from school property and buildings if a school administrator determines that:

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;
- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

The Owner shall be required to remove the therapy animal from school premises immediately upon such a determination.

Allergic Reactions. If any student or school employee assigned to a classroom in which a therapy animal is permitted suffers an allergic reaction to the therapy animal, the Owner of the animal will be required to remove the animal to a different location designated by an administrator.

Damages to School Property and Injuries. The Owner of a therapy animal is solely responsible and liable for any damage to school property or injury to personnel, students, or others caused by the therapy animal.

Other Therapy Animals. Therapy animals (1) owned by students, patrons, or other non-school employees or (2) owned by school employees for their own benefit will not be allowed on school grounds or school property except as otherwise required by law.

Adopted on: 7/10/2017

Revised on: 1/10/2022

Reviewed on: _____

4031 Evaluation of Probationary Certified Employees

A certificated administrator will observe and evaluate each probationary certified employee for a full instructional period once each semester. The administrator will provide each employee with a written list of deficiencies, concrete suggestions for improvement, and sufficient time to improve.

For the purposes of this policy, the terms "actual classroom observation" and "entire instructional period" are defined as follows:

Entire Instructional Period. For certified employees whose classes are held during defined periods of time (e.g., senior high classes), an entire instructional period consists of one such time period. For those whose time periods are not so defined (e.g., elementary classroom teachers), an entire instructional period consists of 40 minutes. The instructional period for those whose work does not necessarily involve continuous instruction for 40-minute periods (e.g., librarians or speech therapists) consists of no less than 40 minutes total during the semester. The entire instructional period for administrators cannot be defined in terms of an instructional period and shall be satisfied by the actual observation of an administrator's work during the semester for no less than 40 minutes.

Actual Classroom Observation. Actual classroom observation consists of observing the certified employee in any activities in a classroom setting. When a certified employee does not have classroom responsibility (e.g., administrators or librarians), the requirement of "actual classroom observation" will be satisfied by observing the certified employee performing activities that are typical of his or her position.

Adopted on: __4/10/2017____

Revised on: _____

Reviewed on: __7/14/2021____

5001

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 attendance is made impossible or impracticable by severe weather conditions or by the temporary illness of the student or a child whom the student is parenting.

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 and 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 reenroll 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.

Excused Absences

The following absences will be considered excused if they are confirmed by communication to the school from the student's parent/guardian:

1. Physical or mental illness of the student (a physician's verification is required after four (4) consecutive days of absence for illness)
2. Severe weather
3. Medical appointments for the student
4. Death or serious illness of the student's family member
5. Attending a funeral, wedding or graduation

6. Appearance at court or for other legal matters
7. Observance of religious holidays of the student's own faith
8. College planning visits
9. Personal or family vacations

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Adopted on: __7/10/2017_____

Revised on: _____

Reviewed on: _4/11/2022_____

5064

~~Title I, Title II, or Title IV~~ Supplement, Not Supplant

The district will use Title I, ~~Title II, and Title IV~~, and any other funds subject to Supplement, Not Supplant requirements as required by law. The district will use said funds to Supplement, Not Supplant, state and local funds that would, in the absence of ~~Title I, Title II, and Title IV~~ such funds, be spent on Title I programs. The district will ensure that Title I funds will not be used to provide services which otherwise take the place of public education services that are to be provided to all students.

The district maintains records of the professional development provided at the district level that is funded with Title I funds. The Superintendent will ensure that professional development is aligned with the needs of the district's Title I programs. Title I professional development will not duplicate that which the district provides for non-Title I purposes which, in the absence of Title I funds, would be provided to all staff.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6003
Instructional Program

1. The minimum number of instructional hours in the school year will be 1,080 for grades 9 through 12, 1,032 for grades 1 through 8, and 400 for kindergarten. ~~_____ for middle school and high school students, _____ for elementary students, and _____ for kindergarten students,~~ exclusive of lunchtime. ==

~~1.~~ [NOTE TO BE DELETED: The hours shown above are the minimum number of instructional hours for each corresponding grade as required by Nebraska law and NDE regulation. They may be, but are not required to be, adjusted upward at the board's discretion.]

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2. The district may establish special programs for individual students that may deviate from these requirements. All special programs must either be adopted pursuant to applicable law or approved by the superintendent in advance. Prior to the district's commencement of a specialized program, the district will provide the student's parents or guardians with notice of the program.
3. The board, acting with the advice of the administration and certificated staff, will adopt a curriculum and procure textbooks and materials to support that curriculum. The administration and certificated staff will design instructional strategies and assessments to implement the curriculum.
4. To the extent possible, practice for, travel to, and participation in activities sponsored by the Nebraska School Activities Association and the Nebraska Department of Education will be scheduled outside of instructional time. Individual student absences because of illness or family-centered activities will be governed by district attendance policies.
5. The board intends to strike a sensible balance between the time spent on academics and time spent on extra-curricular activities, acknowledging that both work and play are important in each student's total development and education.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6004

Curriculum Development

The board of education jealously guards its right, prerogative, and discretion to exercise local control of the curriculum development of the district to the greatest extent permitted by state and federal law, and has no intention of ceding such right, prerogative, or discretion.

The superintendent or his/her designee shall be responsible for providing and directing system-wide planning for curriculum, instruction, assessment and staff development.

The curriculum shall be standards-driven and accountability-based. The district's academic content standards shall be those required by the Nebraska State Board of Education in the subject areas of reading and writing (language arts), mathematics, and science only. The curriculum shall be articulated to include all programs and grade levels offered within the district, K-12 and, if applicable, shall include a preschool program. The curriculum shall reflect the comprehensive plan of the school district. All professional staff members are responsible for implementing the curriculum.

The superintendent or his/her designee will present this curriculum to the board for approval or modification.

The superintendent shall be responsible for establishing curriculum guides to articulate and coordinate the written curriculum, and to provide consistency of the written curriculum from one level of the district to the next. Curriculum guides shall provide for the development of the school district's curriculum and shall set academic standards, identify essential educational outcome criteria, and provide for the implementation, monitoring and evaluation of student learning.

Teachers are responsible for following the curriculum guides and teaching the written curriculum. Principals are responsible for monitoring the curriculum and evaluating teachers to ensure that they are teaching in compliance with the curriculum guides and written curriculum. The superintendent and his/her designee shall ensure that principals monitor the curriculum and evaluate teachers.

Curriculum and Textbook Adoption Schedule

The District will review curriculum and adopt associated textbooks on the following schedule.

Subject Area	K-12 REVIEW	TEXTBOOK ADOPTION
Foreign Language Fine Arts/Music		
K-12 Language Arts		
Math		
Technology		
Science		
Physical Ed/Health		
Vocational		
Social Studies		
Financial Literacy		
Computer Science and Technology		

Adopted on: _____

Revised on: _____

Reviewed on: _____

6025
Student Cell Phone and Other Electronic Devices
(USE AT SCHOOL OPTION)

Students may use cellular phones or other electronic devices while at school, so long as they do so safely, responsibly and respectfully and comply with all other school rules while using these devices.

By bringing their cell phones and other electronic communication devices to school, students consent to the search of said devices by school staff when permitted by law.

Students may not have cell phones or electronic devices on while they are in locker rooms, restrooms, or any other area in which others may have a reasonable expectation of privacy.

The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (including things like texting, sexting, e-mailing, 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.

While on school property, at a school activity, or in a school vehicle, students may not use their cell phones or electronic devices to bully, harass, or intimidate any other person as governed by the student code of conduct.

Students shall be personally and solely responsible for the security of their electronic devices. The district is not responsible for theft, loss or damage of any electronic device, including or any calls or downloads.

Students who violate this policy may have their cell phones or electronic devices confiscated immediately. The administration will return confiscated devices to the parent or guardian of the offending student, after meeting with the parent or guardian to discuss the rule violation. Students who violate this policy may, at the discretion of the school's administration, be subject to additional discipline, up to and including suspension or expulsion.

Adopted on: _____

Revised on: _____

Reviewed on: _____

6038

Artificial Intelligence

As used in this policy, artificial intelligence tools ("AI Tools") mean machine-based resources that use computer science, algorithms, large language models, and/or machine learning to perform tasks, answer questions, collect information, and respond to human-directed tasks, queries, and objectives. AI Tools include, but are not necessarily limited to, commercially-available resources like ChaptGPT, Google Bard, and other chatbots.

The board recognizes that among other resources, when properly used, AI Tools may provide valuable source information to students and teachers in relation to the district's academic curriculum and assignments. Student use of AI Tools should focus on using such tools as a resource and for background material, rather than using the AI Tools to complete the assignment. Therefore, AI Tools may only be used by students in accordance with the following requirements:

1. Unless an individual teacher affirmatively communicates to students that AI Tools may be used for a specific assignment, then AI Tools may not be used. Individual teachers will decide for each individual assignment the extent to which students may use AI Tools for such assignment. Teachers are encouraged to make such a decision in advance of students being given the individual assignment in question.
2. Teachers will communicate to all students responsible for completing an assignment the extent to which such students may use AI Tools in connection with such assignment. Teachers will endeavor to include in such communications examples of permissible and impermissible uses of AI Tools.
3. If a student uses any AI Tools in connection with a school assignment, the student must comply with the following:
 - a. The student must explicitly disclose to the teacher in writing that the student used an AI Tool and the specific AI Tool used.
 - b. In any student work (whether hard copy, electronic, digital, or otherwise), the student shall give proper attribution to the AI Tool(s) used to the same extent that students are expected to give proper attribution to other sources of information such as books, texts, encyclopedias, secondary sources, and other traditional media. Such attribution may include, but is not

necessarily limited to, accurate quotations, citations, footnotes, endnotes, and/or bibliography entries.

- c. In no instance may the output from one or more AI Tools be copied and placed within a student's work as if the student wrote such section himself or herself. For example and not limitation, students may not outsource the organization or the writing of any written work to any AI Tool.
- 4. A student's failure to meet the requirements stated in this policy will constitute a violation of the district's prohibitions against cheating plagiarism and/or academic dishonesty, including but not necessarily limited to such prohibitions stated in the Student Handbook, which violation will subject the student to discipline up to and including expulsion.
- 5. The student requirements stated above are the minimum requirements for any student assignment. An individual teacher may impose more stringent requirements for any specific academic assignment or coursework.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3001

Budget and Property Tax Request

The board of education shall adopt a budget each year to support the school district's programs and services for the ensuing fiscal year. The superintendent of schools shall be responsible for developing the budget subject to the direction and decisions of the board. The budget document shall be under continuous development, based upon the requirements of the adopted educational program.

BUDGET PROCEDURES

Proposed Budget. The superintendent shall prepare the proposed budget in accordance with board policies and goals, state statutes, and regulations. As the district's spending plan, the budget will be based on up-to-date revenue estimates, and will reflect the assessed needs and programs approved by the board.

Budget Hearing Notice. Notice of place and time of the hearing, together with a summary of the proposed budget statement, must be published at least four calendar days prior to the date set for hearing in a newspaper of general circulation within the school district. The four calendar days shall include the day of publication but not the day of hearing. The notice shall include the following statement:

For more information on statewide receipts and expenditures, and to compare cost per pupil and performance to other school districts, go to: ~~[Insert Internet address for the web site established pursuant to Laws 2021, LB528, section 5].~~
<https://nep.education.ne.gov/>

In addition, the district must electronically publish this statement on the school district web site. Such electronic publication must be prominently displayed with an active link to the Internet address for the web site established by the Nebraska Budget Act to allow the public access to the information.

Budget Hearing. The board must conduct a hearing prior to adopting the budget. The hearing must be held separately from any regularly scheduled meeting and may not be limited by time. The board must make a presentation outlining key provisions of the proposed budget statement, including, but not limited to, a comparison with the prior year's budget. Any member of the public desiring to speak on the proposed budget statement shall be allowed to address the board at the hearing and must be given a reasonable amount of

time to do so. Five minutes shall generally be considered a reasonable amount of time.

Budget Hearing Documents. The board must make at least three copies of the proposed budget statement and at least one copy of all other reproducible written material to be discussed at the hearing available to the public at the hearing.

Budget Adoption. After the budget hearing, the proposed budget statement shall be adopted or amended and adopted as amended. If the adopted budget statement reflects a change from that shown in the published proposed budget statement, a summary of the changes (including the items changed and the reasons for such changes) must be published in a newspaper of general circulation within the school district within twenty calendar days after its adoption without further hearing.

Certification and Filing. The amount to be received from personal and real property taxation shall be certified to the appropriate levying board as provided by law. The budget shall also be filed with the state auditor.

Purchase Authorization. Except for bids required under the section "Bid Letting and Contracts," the board's adoption of the budget shall authorize the purchases without further board action.

Monthly Report. At each monthly board meeting, the superintendent will provide a report on the current status of the major sections of the budget.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS EQUAL TO OR LOWER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a special public hearing called for the purpose of passing a property tax request resolution.

Property Tax Request Hearing Notice. The district must publish a hearing notice in a newspaper of general circulation in the school district at least four calendar days prior to the hearing. The four calendar days shall include the day of publication but not the day of hearing. The hearing notice must contain the following information: The certified taxable valuation under section 13-509 for the prior year, the certified taxable valuation under section 13-509 for the current year, and the percentage increase or decrease in such valuations from the prior year to the current year; the dollar amount of the prior year's tax request and the property tax rate that was necessary to fund that tax request; the property tax rate that would be necessary to fund last year's tax request if applied to the current year's valuation; the proposed dollar amount

of the tax request for the current year and the property tax rate that will be necessary to fund that tax request; the percentage increase or decrease in the property tax rate from the prior year to the current year; and the percentage increase or decrease in the total operating budget from the prior year to the current year.

Increase in Total Property Taxes Levied. If the annual assessment of property would result in an increase in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be decreased accordingly when such rate is set by the county board of equalization.

Decrease or No Change in Total Property Taxes Levied. If the annual assessment of property would result in no change or a decrease in the total property taxes levied as determined using the previous year's rate of levy, the district's property tax request for the current year shall be no more than its property tax request in the prior year, and the district's rate of levy for the current year shall be adjusted accordingly when such rate is set by the county board of equalization.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request shall include, but not be limited to, the information required by section ~~77-1601.02(4), 77-1632(4)~~.

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Certification. The resolution setting the property tax request shall be certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

PROPERTY TAX REQUEST PROCEDURES – PROPERTY TAX REQUEST IS GREATER THAN THE ALLOWABLE GROWTH PERCENTAGE

Property Tax Request Hearing. The board must hold a public hearing called for the purpose of passing a property tax request resolution. If another political subdivision within the county also seeks to exceed the allowable growth percentage, the hearing will be a joint hearing. In the event of a joint hearing, each political subdivision must designate one representative to attend the joint public hearing on behalf of the political subdivision. If a political subdivision includes area in more than one county, the political subdivision shall be deemed to be within the county in which the political subdivision's principal headquarters are located. The hearing agenda will only

include discussion on each political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law.

The hearing must be held after 6 p.m. on or after September 17th and before September 28th and before the district files its adopted budget statement. Any member of the public must be allowed a reasonable amount of time to speak at the hearing.

At the joint public hearing, the representative of each political subdivision must give a brief presentation on the political subdivision's intent to increase its property tax request by more than the allowable growth percentage to the extent allowed by law and the effect of such request on the political subdivision's budget. The presentation must include, at a minimum, all information and statements required by law.

Property Tax Request Hearing Notice. Notice of the joint public hearing must be provided by:

- The County Assessor sending a postcard with all required information to all affected property taxpayers. The postcard shall be sent to the name and address to which the property tax statement is mailed;
- Posting notice of the hearing with all required information on the home page of the relevant county's web site, except that this requirement shall only apply if the county has a population of more than twenty-five thousand inhabitants; ***and***
- Publishing notice of the hearing with all required information in a legal newspaper in or of general circulation in the relevant county.

Provide Information to County Clerk. Each political subdivision that participates in the joint public hearing shall provide the following information to the county clerk by September 5th: the date, time, and location for the joint public hearing; a listing of and telephone number for each political subdivision that will be participating in the joint public hearing; and the amount of each participating political subdivision's property tax request.

Resolution. The board shall pass a resolution to set the amount of its property tax request only after holding the public hearing. The resolution setting the district's property tax request at an amount that exceeds the prior year's property tax request, including any increase in excess of the allowable growth percentage shall include, but not be limited to, the information required by law.

Certification. The resolution setting the property tax request shall be

certified and forwarded to the county clerk on or before October 15th of the year for which the tax request is to apply.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3003.1
Bidding for Construction, Remodeling, Repair, or Related Projects
Financed with Federal Funds

I. Applicability of the Policy

This policy applies only to construction and contracts undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

The District will also comply with the requirements of the public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106) when the contemplated expenditure for the complete project exceeds \$109,000, the Political Subdivisions Construction Alternatives Act (NEB. REV. STAT. §§ 13-2901 through 13-2914), energy financing contracts (NEB. REV. STAT. §§ 66-1062 through 66-1066), other applicable state laws, and the board's general policy on Bidding for Construction and Related Projects. In addition, all procurement and construction shall comply with the rules and requirements of 2 CFR part 200.317 through 200.326 and 34 CFR sections 75.601 through 75.615. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

II. All projects undertaken pursuant to this policy will be subject to the following bond requirements

- A. A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- B. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- C. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with

a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

III. Construction Projects with an Anticipated Cost of Under \$250,000

A. Methods of Bidding/Soliciting Quotations or Estimates

The type of procedures required depends on the anticipated cost of the project.

1. Construction with an Anticipated Cost of up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing.

2. Construction with an Anticipated Cost of between \$10,000 and \$250,000 (Small Purchase Procedures)

For construction projects subject to this policy, small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts.

- B. Construction Projects with an estimated cost of between \$109,000 and \$249,999 will be made pursuant to the District's Policy on Bid Letting and Contracts.

Pursuant to Nebraska law, construction projects which have an anticipated aggregate cost of \$109,000 or more are subject to state public lettings laws (NEB. REV. STAT. §§ 73-101 through 73-106). The board will follow its standard policy on bid letting and contracts for construction projects financed with federal funds which have an anticipated aggregate cost of between \$109,000 and \$250,000.

IV. Construction Projects with an Anticipated Cost Over \$250,000

A. Sealed Bids: All constructions projects subject to this policy with an anticipated cost of \$250,000 or more will be publicly solicited using the sealed bid method

1. Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for state, local, and tribal governments, the invitation for bids must be publicly advertised;
2. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
3. Sealed bids will be publicly opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.
4. The contract will be awarded to the lowest responsive and responsible bidder.
 - a) Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest.
 - b) Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of.
 - c) Any or all bids may be rejected if there is a sound documented reason.
5. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on

the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

6. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

B. Advertising for Bids.

1. The superintendent or designee will arrange to advertise for bids by publishing notice in any newspaper of general circulation within the school district at least 7 calendar days prior to the date on which bids are due.

2. Nothing shall prevent the superintendent or designee from advertising in additional media outlets or for a longer period of time.

C. Bid Documents

1. The bid documents shall identify the day upon which the bids shall be returned, received, or opened and shall identify the hour at which the bids will close or be received or opened.

2. The bid documents shall also provide that such bids shall be opened simultaneously in the presence of the bidders or their representatives.

3. Bids received after the date and time specified in the bid documents shall be returned to the bidder unopened.

4. If bids are being opened on more than one contract, the board, in its discretion, may award each contract as the bids are opened.

5. Sealed bids will be opened in a place and at the specific time stated in the bid solicitation. Bidders shall be notified of the opening and invited to be present.

6. Bids will be reviewed by the Superintendent and/or designee and submitted to the board for approval.

7. The board shall have discretion in determining which bidders are responsible and responsive and shall award the contract to the lowest, responsible, and responsive bidder whose bid meets the

bid specifications. This means that the board will select the bid that offers the best value and award a contract based upon the amount of the bid and the bidder's ability and capacity to carry on the work, its equipment and facilities, honesty, integrity, skills, business judgment, experience, equipment, facilities, financial stability, past performance, and other relevant factors.

8. The board will generally complete its review of bids and select a vendor within 30 days of bid submission.

D. The terms of any construction project undertaken pursuant to this policy will be memorialized in a written contract which has been reviewed by the district's legal counsel and approved by the board.

V. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards. [This includes a "Buy American" provision that provides that as appropriate and to the extent consistent with law, the District and contractor should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States \(including but not limited to iron, aluminum, steel, cement, and other manufactured products\). The requirements of the Buy American provision must be included in all subawards including all contracts and purchase orders for work or products under this award.](#)

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible and consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in the U.S. or processed in the U.S. substantially using agricultural commodities produced in the U.S.

C. Full and Open Competition

The district's procurement transactions will be conducted in a manner

providing full and open competition consistent with 2 C.F.R §200.319.

D. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

E. Settlements of Issues Arising Out of Contract

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

F. Record Keeping

1. Record Retention

- a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of

significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

- b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding construction projects for a minimum of five (5) years after the sale or demolition of the building. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.
 - c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.
2. Maintenance of Construction Records for Projects Financed with Federal Funds
- a) The District must maintain records sufficient to detail the history of all construction projects financed with federal funds. These records will include, but are not necessarily limited to the following: rationale for the method of construction, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
 - b) Retention of construction records shall be in accordance with applicable law and Board policy.

VI. Conflict of Interest and Code of Conduct

- A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.
- B. Contracts covered by this policy are subject to the following additional provisions.
 - 1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
 - 2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
 - 3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, with the limited exception of unsolicited items of nominal value.

D. Enforcement

Disciplinary Actions will be applied for violations of such standards by officers, employees, or agents of the District at the board's discretion.

VII. Financial Management

A. Identification.

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and

number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up

to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program

income.

I. Cost Sharing or Matching

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

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VIII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.

C. Record Keeping

1. Record Retention

a) The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and § 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.

b) The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

c) Records will be destroyed in compliance with Schedule

10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.

b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3004.1

Fiscal Management for Purchasing and Procurement Using Federal Funds

I. Applicability of Policy

This policy applies only to non-construction related purchases undertaken with federal funds which are subject to the federal Uniform Grant Guidance (UGG) and other applicable federal law, including but not limited to the Education Department and General Administration Regulations (EDGAR) and the United States Department of Agriculture (USDA) regulations governing school food service programs. In the event this policy conflicts or is otherwise inconsistent with mandatory provisions of the UGG, EDGAR or other applicable federal law, the mandatory provisions of the laws shall control.

All other non-construction purchases will be governed by the Board's general purchasing policy, which can be found earlier in this subsection. In the event of a conflict between state and federal law, the more stringent requirement shall apply.

This procurement policy shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. The district's goal is to fully implement all required procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the Nebraska Department of Education.

II. Procurement System

The District maintains the following purchasing procedures.

A. Responsibility for Purchasing

The authority to make purchases shall be governed by the District's purchasing policy, which can be found elsewhere in this section. Except as otherwise provided in the District's purchasing policy, the acquisition of services, equipment, and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

B. Methods of Purchasing

The type of purchase procedures required depends on the cost of the item(s) being purchased.

1. Purchases up to \$10,000 (Micro-Purchases)

Micro-purchase means a purchase of supplies or services using simplified acquisition procedures, the annual aggregate amount of which does not exceed \$10,000. Micro-purchases may be made or awarded without soliciting competitive quotations, to the extent district staff determine that the cost of the purchase is reasonable. For purposes of this policy "reasonable" means the purchase is comparable to market prices for the geographic area.

To the extent practicable, the District distributes micro-purchases equitably among qualified suppliers. The District will follow its standard policy on purchasing, which can be found earlier in this subsection.

2. Purchases between \$10,000 and \$250,000 (Small Purchase Procedures)

Small purchases are purchases that, in the aggregate amount, is more than \$10,000 and less than \$250,000 annually. For small purchases, price or rate quotes shall be obtained in advance from a reasonable number of qualified sources as detailed in the district's standard policies on purchasing and on bid letting and contracts, which can be found earlier in this subsection.

3. Purchases Over \$250,000

a) Sealed Bids (Formal Advertising)

For purchases over \$250,000, the district will generally follow the bidding process outlined in the board's policy on Bidding for Construction, Remodeling, Repair or Site Improvement.

b) Contract/Price Analysis

The District performs a cost or price analysis in connection with every procurement action in excess of \$250,000, including contract modifications. The district will make an independent estimate of costs prior to receiving bids or proposals.

4. Noncompetitive Proposals (Sole Sourcing)

- a) Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:
 - 1) The item is available only from a single source;
 - 2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - 3) The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the District; or
 - 4) After solicitation of a number of sources, competition is determined inadequate.
- b) Noncompetitive proposals may only be solicited with the approval of the superintendent or the board. Sufficient and appropriate documentation that justifies the sole sourcing decision must be maintained by the superintendent or designee.
- c) A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000.

5. Competitive Proposals.

- a) The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- 1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - 2) Proposals must be solicited from an adequate number of qualified sources; and
 - 3) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered.
- b) The District may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.
- c) The District may select a proposal that offers the best value and that is based upon the proposer's responsiveness to the proposal, experience, reputation, staff qualifications, ability and capacity to carry on the work, price, honesty, integrity, skills, business judgment, financial stability, past performance, and other relevant factors. The evaluation may be conducted by the school board, a designated committee, or another designee of the school board.

C. Use of Purchase (Debit & Credit) Cards

District use of purchase cards is subject to the policy on purchase cards which can be found elsewhere in this subsection.

D. Federal Procurement System Standards

The district's procurement transactions will be conducted in a manner providing full and open competition consistent with 2 C.F.R §200.319.

The District will maintain and follow general procurement standards consistent with 2 C.F.R. §200.318.

E. Debarment and Suspension

The District awards contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

The District may not subcontract with or award subgrants to any person or company who is debarred or suspended. For all contracts over \$25,000 the District verifies that the vendor with whom the District intends to do business with is not excluded or disqualified. 2 C.F.R. Part 200, Appendix II(1) and 2 C.F.R. §§ 180.220 and 180.300.

The District will verify debarment or suspension by revising the excluded parties list on SAM.gov, collecting a certification through the bidding process, and/or by including a debarment and suspension provision in the bid and contract documents. The Superintendent or his/her designee shall be responsible for such verification.

F. Settlements of Issues Arising Out of Procurements

The District alone is responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the District of any contractual responsibilities under its contracts. Violations of law will be referred to the local, state, or federal authority having proper jurisdiction.

III. Conflict of Interest and Code of Conduct

A. Board and staff member conflicts of interest are governed by the district's conflict of interest policies.

B. Purchases covered by this policy are subject to the following additional provisions.

1. Employees, officers, and agents engaged in the selection, award, and/or administration of district contracts which are prohibited from engaging in such actions if a real or apparent conflict of interest is present.
2. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
3. The board may determine at its discretion that a financial interest is not substantial enough to give rise to a conflict of interest.

C. Favors and Gifts

The officers, employees, and agents of the District may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts, except that this provision does not prohibit the receipt of unsolicited items of nominal value. For purposes of this policy, "nominal value" means a fair market value of \$25 or less.

D. Enforcement

Disciplinary Actions including, but not limited to, counseling, oral reprimand, written reprimand, suspensions without pay, or termination of employment, will be applied for violations of such standards by officers, employees, or agents of the District.

IV. Property Management Systems

A. Property Classifications

1. Equipment means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the District for financial statement purposes, or \$5,000.

2. Supplies means all tangible personal property other than those described in §200.33 Equipment. A computing device is a supply if the acquisition cost is less than the lesser of the capitalization level established by the District for financial statement purposes or \$5,000, regardless of the length of its useful life. 2 C.F.R. §200.94.
3. Computing Devices means machines used to acquire, store, analyze, process, and publish data and other information electronically, including accessories (or “peripherals”) for printing, transmitting and receiving, or storing electronic information. 2 C.F.R. §200.20.
4. Capital Assets means tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - a) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, lease-purchase, exchange, or through capital leases; and
 - b) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance). 2 C.F.R. §200.12.

B. Inventory Procedure

Newly purchased property shall be received and inspected by the staff member who ordered it to ensure that that it matches the purchase order, invoice, or contract and that it is in acceptable condition.

Equipment, Computing Devices, and Capital Assets must be tagged with an identification number, manufacturer, model, name of individual who tagged the item, and date tagged).

C. Inventory Records

For equipment, computing devices, and capital assets purchased with federal funds, the following information is maintained in the property management system:

1. Serial number;
2. District identification number;
3. Manufacturer;
4. Model;
5. Date tagged and individual who tagged it;
6. Source of funding for the property;
7. Who holds title;
8. Acquisition date and cost of the property;
9. Percentage of federal participation in the project costs for the federal award under which the property was acquired;
10. Location, use and condition of the property; and
11. Any ultimate disposition data including the date of disposal and sale price of the property.

The inventory list shall be adjusted by the superintendent of schools or his/her designee for property that is sold, lost, stolen, cannot be repaired, or that cannot be located.

D. Physical Inventory

1. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
2. The Superintendent or his/her designee will ensure that the physical inventory is performed. The physical inventory will generally occur during the months of June or July, but may be conducted during other time periods with the approval of the superintendent.

E. Maintenance

In accordance with 2 C.F.R. 313(d)(4), the District maintains adequate maintenance procedures to ensure that property is kept in good condition.

F. Lost or Stolen Items

The District maintains a control system that ensures adequate safeguards are in place to prevent loss, damage, or theft of the property.

G. Use of Equipment

Equipment must be used in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be

supported by the federal award, and the District will not encumber the property for any non-federal program use without prior approval of the federal awarding agency and the pass-through entity.

H. Disposal of Equipment

When it is determined that original or replacement equipment acquired under a federal award is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, the Superintendent or his/her designee will contact the awarding agency (or pass-through for a state-administered grant) for disposition instructions.

If the item has a current FMV of \$5,000 or less, it may be retained, sold, or otherwise disposed of with no further obligation to the federal awarding agency.

I. Equipment and Capital Expenditures

All equipment and capital expenditures shall comply with the rules and requirements of 2 CFR 200.439.

J. Depreciation

All depreciation shall comply with the rules and requirements of 2 CFR 200.436.

V. Financial Management

A. Identification

The District will identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification include, as applicable, the CFDA title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.

B. Financial Reporting

The District will make an accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).

C. Accounting Records

The District maintains records which adequately identify the source and application of funds provided for federally-assisted activities. These records must contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.

D. Internal Controls

The Superintendent or his/her designee must maintain effective control and accountability for all funds, real and personal property, and other assets through board review and approval of claims, an annual audit of the district's finances pursuant to the applicable Nebraska Department of Education and federal rules and regulations, and comparison of expenditures and outlays to budgeted amounts. The District adequately safeguards all such property and assures that it is used solely for authorized purposes.

E. Budget Control

Actual expenditures or outlays will be compared with budgeted amounts for each federal award at least annually and more often as required by law or deemed prudent by the board or administrative staff.

F. Payment Methods

The District will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by the District, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, the District receives payment from the Nebraska Department of Education on a reimbursement basis. 2 CFR § 200.305. However, if the District receives an advance in federal grant funds, the District will remit interest earned on the advanced payment quarterly to the federal agency. The District may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Consistent with state and federal requirements, the District will maintain source documentation supporting the federal expenditures (invoices, time sheets, payroll stubs, etc.) and will make such documentation available for the Nebraska Department of Education to review upon request.

G. Allowability of Costs

Expenditures must be aligned with approved budgeted items. Any changes or variations from the state-approved budget and grant application need prior approval.

When determining how the District will spend its grant funds, the Superintendent or his/her designee will review the proposed cost to determine whether it is an allowable use of federal grant funds before obligating and spending those funds on the proposed good or service. All costs supported by federal education funds must meet the standards outlined in EDGAR, 2 CFR Part 3474 and 2 CFR Part. The Superintendent or his/her designee must consider these factors when making an allowability determination.

The Superintendent or his/her designee will consider Part 200's cost guidelines when federal grant funds are expended. The Superintendent or his/her designee will also consider whether all state - and District-level requirements and policies regarding expenditures have been followed.

H. Use of Program Income – Deduction, Addition, or Cost Sharing or Matching

The default method for the use of program income for the District is the deduction method. 2 C.F.R. § 200.307(e). Under the deduction method, program income is deducted from total allowable costs to determine the net allowable costs. Program income will only be used for current costs unless the District is otherwise directed by the federal awarding agency or pass-through entity. 2 C.F.R. § 200.307(e)(1). The District may also request prior approval from the federal awarding agency to use the addition method. Under the addition method, program income may be added to the Federal award by the Federal agency and the non-Federal entity. The program income must then be used for the purposes and under the conditions of the Federal award. 2 C.F.R. § 200.307(e)(2). The District may also request prior approval from the federal awarding agency to use the cost sharing or matching method.

While the deduction method is the default method, the District always refers to the grant award notice prior to determining the appropriate use of program income.

I. Cost Sharing or Matching

For all Federal awards, any shared costs or matching funds and all contributions, including cash and third-party in-kind contributions, must be

accepted as part of the non-Federal entity's cost sharing or matching when such contributions meet all of the following criteria:

- (1) Are verifiable from the non-Federal entity's records;
- (2) Are not included as contributions for any other Federal award;
- (3) Are necessary and reasonable for accomplishment of project or program objectives;
- (4) Are allowable under [subpart E \(Cost Principles\) of this part](#);
- (5) Are not paid by the Federal Government under another Federal award, except where the Federal statute authorizing a program specifically provides that Federal funds made available for such program can be applied to matching or cost sharing requirements of other Federal programs;
- (6) Are provided for in the approved budget when required by the Federal awarding agency; and
- (7) Conform to other provisions of this part, as applicable.

J. Documentation of Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VI. Written Compensation Policies

A. Time and Effort Standards

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spent on grant activities. This includes an employee whose salary is paid with state or local funds but is used to meet a required "match" in a federal program. These documents, known as time and effort records, are maintained in order to charge the costs of personnel compensation to federal grants. Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. These records must:

- (1) Be supported by a system of internal controls which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- (2) Be incorporated into official records;
- (3) Reasonably reflect total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- (4) Encompass both federally assisted and all other activities compensated by the District on an integrated basis;

- (5) Comply with the established accounting policies and practices of the District and
- (6) Support the distribution of the employee's salary or wages among specific activities or costs objectives.

B. Time and Effort Procedures

Time and effort procedures will follow and comply with 2 CFR 200.430(i).

C. Fringe Benefits

Except as provided otherwise by federal law, the costs of fringe benefits will be allowable provided that the benefits are reasonable and required by law, a district-employee agreement, or another policy of the District.

D. Leave

The cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if they are provided under established written District leave policies.

E. Unexpected or Extraordinary Circumstances

In the event of a pandemic or other unexpected or extraordinary circumstance, the District may close school or individual buildings. In such case, the District may compensate federally funded or other employees during such closure to ensure the return of staff to employment after the closure as allowed by state or federal law.

F. Documentation for Personnel Expenses

Records that reflect charges to federal awards for salaries and wages will comply with the rules and requirements of 2 CFR 200.430.

VII. Other Contract Matters.

A. Required Terms

The non-Federal entity's contracts must contain the applicable provisions required by section 200.326 and described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

B. Contracting with Certain Vendors

Pursuant to the standards contained in 2 C.F.R. § 200.321, the District will take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible consistent with state law.

~~To the maximum extent practicable, the school food program shall purchase domestic commodities or products produced in US or processed in US substantially using agricultural commodities produced in US.~~

Buy American. The District participates in the National School Lunch Program and School Breakfast Program and is required to use the nonprofit food service funds, to the maximum extent practicable, to buy domestic commodities or products for Program meals. A "domestic commodity or product" is defined as one that is either produced in the U.S. or is processed in the U.S. substantially using agricultural commodities that are produced in the U.S. as provided in 7 CFR 210.21(d). The District may deviate from this general requirement only if:

- The product is not produced or manufactured in the U.S. in sufficient and reasonably available quantities of a satisfactory quality; or
- Competitive bids reveal the costs of a U.S. product are significantly higher than the non-domestic product.

C. Record Keeping

1. Record Retention

- The District maintains all records that fully show (1) the amount of funds under the grant or subgrant; (2) how the subgrantee uses those funds; (3) the total cost of each project; (4) the share of the total cost of each project provided from other sources; (5) other records to facilitate an effective audit; and (6) other records to show compliance with federal program requirements. 34 C.F.R. §§ 76.730-.731 and §§ 75.730-.731. The District also maintains records of significant project experiences and results. 34 C.F.R. § 75.732. These records and accounts must be retained and made available for programmatic or financial audit.
- The U.S. Department of Education is authorized to recover any federal funds misspent within 5 years before

the receipt of a program determination letter. 34 C.F.R. § 81.31(c). Schedule 10 (Local School Districts) and Schedule 24 (Local Agencies General Records) of the Nebraska Records Management Division as approved by the Nebraska Secretary of State/State Records Administrator requires the District to maintain records regarding federal awards for a minimum of six (6) years. Consequently, the District shall retain records for a minimum of six (6) years from the date on which the final Financial Status Report is submitted, unless otherwise notified in writing to extend the retention period by the awarding agency, cognizant agency for audit, oversight agency for audit, or cognizant agency for indirect costs. However, if any litigation, claim, or audit is started before the expiration of the record retention period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. 2 C.F.R. § 200.333.

- c) Records will be destroyed in compliance with Schedule 10, Schedule 24, and State law. This includes the completion of a Records Disposition Report.

2. Maintenance of Procurement Records

- a) The District must maintain records sufficient to detail the history of all procurements. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, the basis for the contract price (including a cost or price analysis), and verification that the contractor is not suspended or debarred.
- b) Retention of procurement records shall be in accordance with applicable law and Board policy.

D. Privacy

The District has protections in place to ensure that the personal information of both students and employees is protected. These include the use of passwords that are changed on a regular basis; staff training on the requirements of the Family Educational Rights and Privacy Act (FERPA) and

State confidentiality requirements; and training on identifying whether an individual requesting access to records has the right to the documentation.

Adopted on: _____

Revised on: _____

Reviewed on: _____

3033

Lending Textbooks to Children Enrolled in Private Schools

Through June 30, 2024, the school district shall make textbooks available to private school children who reside within the district or are otherwise entitled to borrow them pursuant to statute and 92 Nebraska Administrative Code, section 4. The district is obligated to purchase and lend textbooks only to the extent that the Legislature appropriates funds to the Nebraska Department of Education to be distributed for this purpose. As used in this policy, "textbooks" shall have the definition adopted by the Nebraska State Board of Education in Rule 4.

The district shall make a request for funds by filing an application on the form prescribed by the Department of Education no later than February 15th prior to the school year for which the application is made. The application shall include: the number of applications received; the number of textbooks requested; the number of textbooks needed to be purchased to fill the requests; the purchase price of the textbooks needed to be purchased which may include up to 5% of the cost to defray administrative expense; the title, purchase price, and number requested of each textbook including any shipping or handling charges; and if applicable the amount of carryover funds remaining from the previous year, amount of funds on hand from sale of unused textbooks, and amount of funds on hand from reimbursements for damaged textbook.

Textbooks which have not been requested for three consecutive years may be classified as unused and disposed of by sale or otherwise.

On or before November 15th, the district shall prepare a list of textbooks that are designated for use in the district during the current year and a list of new textbooks designated for use the following school year. The lists shall be kept current and in a place where they may be viewed during regular business hours. The district shall maintain a separate inventory of textbooks purchased for the use of private school children residing in the district.

Any parent or legal guardian who wishes to borrow textbooks shall submit an application on the form prescribed by the Department of Education to the district's administration offices on or before January 15th prior to the school year for which the application is made. The district shall maintain a supply of blank application forms and receipt forms. It shall keep the forms that have been signed by parents and guardians in a separate file for at least 5 years. It shall notify the parents and guardians at least 10 days prior to the start of

school when and where the textbooks will be available. It shall make textbooks available to parents or guardians on or before August 15th. If the number of textbooks for a particular subject or grade level is insufficient to fill all of the requests, the textbooks shall be distributed to parents and guardians based on a random drawing.

Parents and guardians shall sign a receipt on the form prescribed by the Department of Education when they pick up the textbooks and shall return the textbooks that can be returned no later than 15 days after the district's last day of class. The district shall assess the returned textbooks for damage beyond normal wear and tear. The parent or guardian who signed the receipt is responsible for paying the reasonable cost of the repair or replacement of any book that is damaged, lost, stolen, or not returned.

The school district shall limit the loan each year to ten textbooks per student for students in grades K-6 and to eight textbooks per student for students in grades 7-12.

[This policy shall terminate July 1, 2024.](#)

Adopted on: _____

Revised on: _____

Reviewed on: _____

3036 Purchasing (Credit) Card Program

The board approves the use of a purchasing card (credit card) program for the purchase of goods and services for and on behalf of the school district. The board ~~shall~~will determine the type of purchasing card or cards to be used in the program and ~~shall~~may contract with a third-party provider as provided by law.

Authorized Purchases. Authorized users have standing authority to use the purchasing card to charge actual, necessary, and reasonable travel expenses and [insert other standing authorized expenditures]. Otherwise, the purchasing card may only be used to purchase goods and services approved by the board or the superintendent or designee. The maximum amount that may be charged in a single day is [\$[insert amount]].

Unauthorized Purchases. In no event shall the purchasing card be used for personal purchases, purchases that are not school related, alcohol purchases, or purchases that are not allowed by law. Such unauthorized use shall result in discipline, up to and including the end of employment. Individuals who make unauthorized purchases shall reimburse the district for the expense within ten days of the purchase or the discovery of the unauthorized purchase, whichever occurs first.

Authorized Users. Individuals holding the following titles may be assigned an individual purchasing card: [redacted]. The board may take action at any meeting to authorize additional users or to revoke or suspend user privileges. Such action shall be recorded in the minutes. The school ~~shall~~may also maintain a purchasing card in the name of the school district. School district employees may purchase school related goods and services with the school district credit card only with authorization from the superintendent.

Documentation. Employees seeking reimbursement for a purchasing card purchase ~~shall~~must submit an itemized receipt **and** a purchasing card receipt to the school district. The itemized receipt ~~shall~~must include the name of the business, contact information, the date, a description of each item sufficient to give the board reasonable notice of the item purchased, and the price. **A non-itemized credit card receipt alone is not sufficient.** Designated school personnel shall maintain the documentation for at least ~~10~~7 years or as otherwise required by Schedule 10 – Local School Districts or Schedule 24 – Local Agencies (General Records) maintained by the Nebraska Records Management Division. Employees ~~shall~~must maintain copies of any documentation submitted to the school district.

Suspension or Termination of Privileges. The board or the superintendent (or his or her designee) (1) **shall** temporarily or permanently suspend the purchasing card privileges of any individual that does not submit an itemized receipt for each purchasing card purchase, and (2) **may** temporarily or permanently suspend the purchasing card privileges of any individual for any other reason. The individual's purchasing card account ~~shall~~**must** be immediately closed and he or she ~~shall~~**must** return the purchasing card to the superintendent or board. Purchases that are not accompanied by the required documentation shall be considered unauthorized, and the individual making the purchase ~~shall~~**must** reimburse the district within 10 days of the purchase or the discovery of the non-itemized purchase, whichever occurs first.

Reward Points or Rebates. Any reward points, rebates, or other benefits received from the third-party purchasing card company are and shall remain the property of the school district.

Purchase Review Procedures. The superintendent, or his or her designee, and [REDACTED] ~~shall~~**will** conduct independent reviews of credit card expenses, or a sample thereof, on a **monthly** basis. Any unlawful or unauthorized expenditure or other discrepancy ~~shall~~**will** be brought to the attention of the offending employee, if any, and the board. The superintendent or his or her designee ~~shall~~**will** provide the board at each regular meeting with the documentation submitted pursuant to this policy or a summary of that documentation with a description of each item sufficient to give the board reasonable notice of the items purchased. Any unlawful or unauthorized purchase ~~shall~~**must** be addressed as provided in this policy or as otherwise allowed by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4003 Drug Policy Regarding Drivers

Policy Statement. Drivers for the school district must be free from drug and alcohol abuse, and the use of illegal drugs or improper use of alcohol is prohibited. The overall goal of drug and alcohol testing is to insure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact. The school district has designated [insert designated individual] as the individual any driver may contact with questions about this policy or the school district's drug testing program and procedures for drivers. This individual further maintains and will provide drivers informational materials concerning the effects of alcohol and controlled substances use on an individual's health, work, and personal life; signs and symptoms of an alcohol or a controlled substances problem (the driver's or a co-worker's); and available methods of intervening when an alcohol or controlled substances problem is suspected, including confrontation, referral to any employee assistance program and/or referral to management.

[Insert designated individual] may be contacted at [insert contact information.]

Covered Drivers. Any person who operates a commercial motor vehicle on behalf of the school district is covered by this policy and the school district's drug testing program and procedures for drivers. All covered drivers must provide the school district a signed statement certifying that he or she has received a copy of this policy and related materials.

Covered Workday. A driver is required to comply with this policy and the terms of the school district's drug testing program and procedures for drivers at all times they are assigned, or may be assigned, to perform safety-sensitive functions. This includes all time from the time a driver begins to work or is required to be in readiness to work until the time he/she is relieved from work and all responsibility for performing work. Safety-sensitive functions include: (1) all time at a school district facility or property, contractor facility or property, or on any public property, waiting to be dispatched, unless the driver has been relieved from duty by the school district; (2) all time inspecting equipment as required by state or federal law or regulation and any and all other time inspecting, servicing, or conditioning any commercial motor vehicle; (3) all time spent at the driving controls of a commercial motor vehicle in operation; (4) all time, other than driving time, in or upon any commercial motor vehicle; (5) all time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or

unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded; and (6) all time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

Prohibited Conduct. No driver shall: (1) report for duty or remain on duty requiring the performance of safety-sensitive functions while having an alcohol concentration of 0.04 or greater; (2) use alcohol while performing safety-sensitive functions; (3) perform safety-sensitive functions within four hours after using alcohol; or (4) refuse to submit to a pre-employment controlled substance, a post-accident alcohol or controlled substance test, a random alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substances test, or a follow-up alcohol or controlled substance test required under state or federal law or this policy. No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until he/she undergoes a post-accident alcohol test, whichever occurs first.

No driver shall: (1) report for duty or remain on duty requiring the performance of safety sensitive functions when the driver uses any drug or substance identified in 31 CFR 1308.11 Schedule 1; (2) report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any non-Schedule I drug or substance that is identified in the other Schedules in 21 CFR part 1308 except when the use is pursuant to the instructions of a licensed medical practitioner who is familiar with the driver's medical history and has advised the driver that the substance will not adversely affect the driver's ability to safely operate a commercial motor vehicle; or (3) report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive or has adulterated or substituted a test specimen for controlled substances.

Types of Testing. Pursuant to regulations promulgated by the Department of Transportation (DOT), the district has implemented four types of testing: (1) pre-employment testing, (2) reasonable cause testing, (3) post-accident testing and (4) random testing.

Refusal to Submit to Testing. A driver shall not refuse to submit to testing. A driver will be considered to have refused to submit to testing if the driver fails to provide a sample or specimen necessary for testing upon a lawful request, consistent with the required testing protocols. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers.

Consequences for Violations. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action

which may include termination of the driver's employment, and shall include the immediate removal from safety-sensitive functions in compliance with federal law. No driver tested pursuant to this policy and the school district's drug testing program and procedures who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall perform or continue to perform safety-sensitive functions until the start of the driver's next regularly scheduled duty period, but not less than 24 hours following administration of the test.

Return to Duty Process. A driver who has violated this policy or the school district drug testing program and procedures cannot again perform any safety-sensitive functions until and unless the employee completes the return-to-duty process, including the substance-abuse professional's (SAP) evaluation, referral, and recommended education or treatment. The school district will provide employees the relevant contact information for available and acceptable SAPs as necessary, but the school district is not required under the law to provide a SAP evaluation or any subsequent recommended education or treatment for a driver. Any driver completing the return-to-duty process must complete a return-to-duty test and test negatively.

Disqualification. Any applicant who tests positive for the presence of the following drugs is medically unqualified to drive and will not be considered for the position of driver: (1) marijuana, (2) cocaine, (3) opiates, (4) amphetamines, or (5) phencyclidine (PCP). Any district driver who tests positive shall be medically unqualified and removed from service immediately.

Pre-employment Testing. All applicants for employment must submit to drug and alcohol tests as a condition of being considered for employment.

Reasonable Cause Testing. The district shall have reasonable cause to require a driver to submit to drug testing when a driver manifests physical or physiological symptoms or reactions commonly attributed to the use of controlled substances or alcohol.

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing as soon as possible. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain

hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

Random Testing. All drivers will be subject to unannounced random testing for drugs and alcohol. The district or its agents will periodically select drivers at random for testing. A district official will notify a driver when his or her name has been selected and will instruct the driver to report immediately for testing. By its very nature, random selection may result in one driver being tested more than once in a 12-month period, while another driver may not be selected at all during the same 12 months.

Frequency of Random Testing. Under DOT regulations, the district must test at least 50 percent of its average number of driver positions for drugs and 25 percent of its average number of driver positions for alcohol each year. The tests must be unannounced and spread evenly throughout the year. DOT regulations also require that every driver selected at random must have his or her name placed back in the random pool for the next selection period.

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive. All such specimens collected and submitted will be maintained securely to safeguard the validity of the test results and maintain the integrity of the testing process while ensuring the results are attributed to the correct driver.

Medical ~~Resource~~–Review Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's

previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

Confidentiality. Pursuant to DOT regulations, individual test results for applicants and drivers will be released to the district and will be kept confidential unless the tested individual consents to their release or release is required by law (such as the release of information to the Clearinghouse.) Any person who has submitted to drug testing in compliance with this policy is entitled to receive the results of such testing upon timely written request.

Retesting. An individual who tested positive for the presence of drugs may request that the original sample be retested. The request for a retest must be submitted in writing on a form provided by the district within 3 working days of the district's notification to the individual that he or she has a positive test result. The individual making the request must pay all costs associated with the retest and transfer of the sample to another laboratory before the retest will be performed.

Adopted on: _____

Revised on: _____

Reviewed on: _____

4045
Milk Expression

Except as otherwise provided by law, tThe district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has the need to do so. The District will provide in a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public ~~for one year after the child's birth.~~ These accommodations will be provided for one year after the child's birth, unless otherwise required by law.

Adopted on: _____

Revised on: _____

Reviewed on: _____

Suicide Prevention Behavioral and Mental Health Training

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training.÷ The training materials for this training must be included in the Nebraska Department of Education's list of approved training materials.

~~school nurses~~

~~teachers~~

~~counselors~~

~~school psychologists~~

~~administrators~~

~~school social workers~~

~~community coaches~~

~~paraeducators~~

~~bus drivers~~

~~kitchen staff~~

~~custodians~~

~~secretarial and clerical staff~~

These employees must complete the ~~online~~ training designated by the school district or superintendent provided by the Nebraska Department of Education no later than **October 31** of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training ~~shall constitute just cause for the termination or nonrenewal of an~~ may subject the employee to employment-related discipline ~~employee's contract~~.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5003 Admission of Part-Time Students

A student may be permitted to enroll on a part-time basis pursuant to this policy and applicable curricular practices when enrollment is appropriate for reasons that include but are not limited to the following: the student attends another education institution on a part-time basis; is enrolled for a limited number of credit hours needed to graduate; has a modified schedule because of a disability or as part of an individualized education plan; or is a student who resides in the school district but attends a private, denominational, or parochial school or a school that elects not to meet accreditation or approval requirements (referred to herein as an exempt school student or an exempt school, respectively).

Application for Enrollment. The parent or guardian of an exempt school student who is of appropriate age to attend school, ~~resides in~~ is a resident of the school district, has not graduated from high school, and has not received a graduate equivalency diploma must meet all of the district's admission requirements and file an application for enrollment on forms provided by the school district by [REDACTED] of the year of enrollment. For second semester high school courses, the application must be filed by [REDACTED]. For students who move into the district mid-semester, the application must be filed within 20 days of moving into the district. The administration shall review the application, determine whether to approve or deny it, notify the parent or guardian, and schedule enrollment at an educationally appropriate time in the building or attendance center of the administration's choice. Enrollment does not carry over from one school year to the next, and the parent or guardian of an exempt school student must apply for enrollment each school year.

Limitations Based on Resources. The enrollment of exempt school students is subject to limitations established by the district for grades, classes, courses, and programs based on the limited resources available to the school district. Full-time students shall be given priority for enrollment in grades, classes, courses, and programs.

Placement of Students. Exempt school students shall be placed in courses for which they have adequate preparation and which are determined to be educationally appropriate based on criteria that include, but are not limited to the student's age, achievement test scores, academic record, evaluation by school personnel and any other standards used by the district for the placement of students.

Grades and Academic Honors. Exempt school students shall receive grades, report cards, and transcripts, but shall not be eligible to graduate, receive a diploma or qualify for class ranking unless they meet all district requirements for such including earning a sufficient number of credit hours and semesters of attendance.

Applicability of School Rules. Exempt school students are subject to all rules and standards of the board of education and administration as set forth in policy, handbooks or other communications, as well as the rules and directives of the building administration and teaching personnel. They must remain on the school campus during scheduled classes but must leave the school campus when not engaged in a course or course-related activity unless the course or course-activity requires their presence or the building principal approves their presence. Students who violate school policies, rules, or directives shall be subject to disciplinary procedures up to and including suspension and expulsion.

Extracurricular Sports and Activities. Students who are enrolled in a private, denominational or parochial school may not participate in extracurricular sports and activities sponsored by the public school district if they participate in extracurricular sports and activities offered by the private, denominational or parochial school. Exempt school students may participate in extracurricular sports and activities if they are enrolled in at least 20 credit hours per semester, with at least 10-5 credit hours per semester of enrollment in the public school district. ~~Exempt school students who are not enrolled in at least 10 credit hours may not participate in extracurricular sports and activities.~~ All part-time students must also meet all other eligibility requirements set by the board, administration and coach/sponsor prior to participating and for continued participation in the sport or activity. This includes all eligibility and other requirements of the Nebraska School Activities Association and any other governing bodies for the activity.

~~Exempt school students who transfer into the district will be considered a transfer student and shall be ineligible for varsity competition for ninety school days unless the home school is located in the same school district as the high school to which the student is transferring.~~

~~The school district will determine whether credits awarded to exempt transfer students will be accepted for the purpose of eligibility for extracurricular sports and activities pursuant to the board's policy on Grade Placement and Academic Credits of Transfer Students.~~

Transportation. Part-time school students are not entitled to transportation or reimbursement for transportation to and from the school for class

attendance purposes, unless required by law. ~~by virtue of their status as part-time students.~~ Eligible part-time students are entitled to transportation to and from practices and extracurricular events to the same extent as the school district's full-time students, but part-time students must arrange their own transportation and arrive timely to the designated pick-up point for such transportation.

Option Enrollment. Students may not enroll on a part-time basis pursuant to the school's option enrollment program.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5004 Option Enrollment

The board of education supports the concept embodied in the Enrollment Option Program that parents and legal guardians have the primary responsibility for insuring that their children receive the best education possible. Accordingly, the school district will participate in the option enrollment program and receive option students as provided herein.

1. Definitions

- a. Option Student Defined.** Option student shall mean a nonresident student who has chosen to attend the school district under the provisions of the option enrollment program.
- b. Resident School District Defined.** Resident school district shall mean the school district in which a student resides or in which the student is admitted as a resident of the school district pursuant to state law.
- c. Option School District Defined.** Option school district shall mean the school district that a student chooses to attend other than his or her resident school district.

2. Persons Entitled to Apply for Option Enrollment of Students. Only parents and legal guardians may apply for option enrollment of students. Applications filed by foster parents and adults acting *in loco parentis* are not authorized and will be automatically denied.

3. Duties, Entitlements and Rights of Option Students. Except as otherwise provided herein, once an option student's option enrollment application has been accepted he/she shall be treated as a resident student of the school district.

4. Standards for Acceptance or Rejection of Option Students.

- a. Special Education Capacity.** Capacity for special education services will be determined on a case-by-case basis. If an application for option enrollment received by the school district indicates that the student has an individualized education program under the federal Individuals with Disabilities Education Act, 20 U.S.C. 1400 et seq., or has been diagnosed with a disability as defined in section 79-1118.01, the application will be evaluated by the director of special education services or the director's

designee who must determine if the school district and the appropriate class, grade level, or school building has the capacity to provide the applicant the appropriate services and accommodations. The Federal Educational Rights and Privacy Rights Act (FERPA) (20 U.S.C. § 1232g) permits the release of education records when a student seeks or intends to enroll in a different school district.

a.b. Numeric Capacity. The board of education may set the numeric capacity of programs, classes, grade levels, or school buildings by operation of this policy or through freestanding action by the board. Numeric Capacity will be determined based upon available staff, facilities, projected enrollment of resident students, and projected number of students with which the option school district will contract based on existing contractual arrangements, ~~and availability of appropriate special education programs~~. Individuals seeking information about the numeric capacity set by the board may contact the superintendent for a copy of that resolution.

b.c. Programmatic Capacity. In addition to the numeric capacity standards referred to above, the board may, by resolution, prior to October 15 of each school year, declare a program, a class, or a school unavailable for the next school year to option students due to lack of capacity. Individuals seeking information about the programs that have been declared to be unavailable due to lack of capacity may contact the superintendent for a copy of the board's resolution.

c.d. Other Standards for Acceptance or Rejection of Option Enrollment Applications. In addition to the numeric and programmatic capacity standards outlined above, the school district shall not accept an option student when acceptance of the student:

- i. Would increase the operating costs of the school district, such as by requiring the hiring of new staff or contracting with outside entities to provide services to the student;
- ii. Would require the procurement of new equipment, technology, or furnishings;
- iii. Would cause or require the rearrangement of caseloads for staff and contracted professionals;
- iv. Is reasonably deemed by appropriate school staff to pose a potential risk to the health or safety of students or staff;

- v. May pose a risk of adversely affecting the quality of educational services being provided to resident students, as determined by appropriate school staff.

~~d. The school district shall accept an option student with a disability only to the extent that the school district's then current staff and facilities are sufficient to accommodate the student's needs without significantly increasing the operating costs of the school district, such as by requiring the hiring of new staff.~~

e. **Prohibited Standards.** The school district shall not base the decision to accept or reject an option student on the student's previous academic achievement, athletic or other extracurricular ability, disabling condition(s), proficiency in the English language, or previous disciplinary proceedings.

f. **Order of Acceptance.** If there are more option student applicants for any program, class, grade level or school building than can be accepted into such program, class, grade level or school building, applicants shall be accepted in the following order:

- i. students with brothers or sisters attending the school district, either as resident students or as option students, shall be granted first priority;

- ii. thereafter, option students shall be accepted into such program, class, grade level or school building in the order in which written applications were received by the school district.

g. **Maximum Capacity Report.** The school district will annually establish, publish, and report the capacity for each school building under the district's control pursuant to procedures, criteria, and deadlines established by the Nebraska Department of Education.

5. **False or Misleading Option Applications.** If, prior to the student's attendance as an option student, the school district discovers that a previously accepted option application contained false or substantively misleading information, the option application will be rejected.

6. **Academic Credits and Graduation.** The school district shall accept credits toward graduation that were awarded by another school district,

and shall award a diploma to an option student if the student meets the graduation requirements of the school district.

7. Information Regarding Schools, Programs, Policies and Procedures. The school district, its officers and employees, shall make information about the school district and its schools, programs, policies and procedures available to all interested people.

8. Procedure for Students Optioning Into or Out of the School District.

a. The parent or legal guardian of any student desiring to option into or out of the school district shall submit a proper and timely application to the board of education and the other affected school district for enrollment during the following and subsequent school years. Any application requiring the approval of the school district shall be deemed submitted when the application is actually received in the school district's business office.

b. On or before April 1st, the school district shall notify the parent or legal guardian of any student who has submitted an application to option into the school district and the resident school district, in writing, whether the application is accepted or rejected. If an application is rejected, the reason for such rejection shall be stated in the notification. This written notice shall be sent via certified mail to the address listed on the option application.

9. Late Applications and Requests for Release

a. The board of education may refuse a request of a student seeking to option out of the school district when the option application is submitted after March 15th under the following conditions:

- i. When the district has already entered into contracts with teaching staff for the following school year;
- ii. When the district has already contracted for the performance of specific services for the student;
- iii. When the release of the student would have a negative financial impact or loss of revenue for the district.

b. The board of education will approve late applications to option into the district under the following conditions:

- i. When the resident district has released the student;
- ii. When the student's late enrollment into the district meets the standards for acceptance or rejection of option students contained elsewhere in this policy;

OR

- b. The board of education will deny all applications to option into the district that are received by the district after March 15 of the school year prior to the student's requested enrollment.
- c. The superintendent will notify parents or guardians who have submitted properly completed option applications after March 15th no later than 60 days following submission of the application of the board's acceptance or rejection of the application.

10. Students Who Do Not Need a Release from the Resident District

- a. A student does not need to be released from his/her resident district under the following circumstances:
 - i. When the student has relocated to a different resident school district after February 1
 - ii. When a student's option school district merges with another district effective after February 1
- b. The school district shall accept or reject an application from a student under this paragraph using the criteria set forth in this policy and will accept or reject the application within forty-five days.

11. Cancellation of Option.

Students who option either into or out of the school district shall:

- a. Attend the option school district until graduation or relocation/re-option in a different resident school district unless the student chooses to return to the resident school district, in which case the student's parent or legal guardian shall timely submit a cancellation form to the school board or board of education of the option school district and the resident school district for approval for the following year.

- b.** Attend an option school district for not less than one school year unless the student relocates to a different resident school district, completes requirements for graduation prior to the end the school year, transfers to a parochial or private school, or upon mutual agreement of the resident and option school districts cancels the enrollment option and returns to the resident school district.

12. Authority of Superintendent.

The board of education authorizes the superintendent of schools to make decisions on its behalf pursuant to and to apply the criteria articulated by this policy in determining whether to grant or deny option enrollment applications.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035 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, referral to restorative justice practices or services, 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.

Pre-Kindergarten through Second Grade Students

Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

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, not to exceed an additional 48 hours, 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 and

- shall document such effort in writing. 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/will not ~~must~~ be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

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~~ 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.

4.5. **Conclusion of Expulsion.** At the conclusion of an expulsion, the school district will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

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/newbies; 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 cyberbullying, 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 e-mail 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. Violations 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;
- ~~n.~~ Violation of the school's audio and video recording policy;
and
- ~~n.o.~~ Any other violation of any board policy, handbook provision, or 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. The decision as to recommend discipline shall be made within two school days after learning of the alleged student misconduct. 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 charge.

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, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or 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 to the address provided on the form.

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 time the long-term suspension, expulsion, or mandatory reassignment takes effect-hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall ~~appoint-recommend appointment of~~ a hearing officer-examiner within two school days after receipt of the hearing request who shall follow the "hearing procedures" outlined below. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The superintendent may also provide an additional list of hearing examiners that may include hearing examiners employed by or under contract with the school district. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, or provided as an alternative hearing examiner, or included on an additional list, if any, pursuant to this subdivision and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.

5.8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

6.9. 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 examiner 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 hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7.10. 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.

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

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.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5045 Student Fees

The school district shall provide free instruction in accordance with the Nebraska State Constitution and the Nebraska statutes. The district also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the district is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

A. Definitions.

1. "Students" means students, their parents, guardians or other legal representatives.
2. "Extracurricular activities" means student activities or organizations that (1) are supervised or administered by the district; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the district.
3. "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

B. Listing of Fees Charged by this District.

1. Guidelines for Clothing Required for Specified Courses and Activities.

Students are responsible for complying with the district's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

2. Safety Equipment and Attire.

The district will provide students with all safety equipment and attire that is required by law. Building administrators will assure that (a) such equipment is available in the appropriate classes and areas of the school buildings, (b) teachers are directed to instruct students in the use of such devices, and (c) students use the devices as required. Students are responsible for using the devices safely and as instructed.

3. Personal or Consumable Items.

The district **does/does not** provide students with personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks. Students who wish to supply their own personal or consumable items may do so, as long as those items comply with the requirements of the district. The district will provide students with facilities, equipment, materials and supplies, including books. Students are responsible for the careful and appropriate use of such property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose.

4. Materials Required for Course Projects.

The district will provide students with the materials necessary to complete all 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 the materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

5. Technological Devices

The district will provide students with the technological devices necessary to complete all basic curricular projects. **To the extent that a student is not required by the district's curriculum to utilize a device off district property, the district may charge students a convenience fee to take the device off district property. The maximum dollar amount of this convenience fee charged by the district will be \$____.**

As with all school property, students may be charged for damage to such devices. To protect against such potential losses, students and parents may, but are not required, to purchase insurance coverage for the devices. The

maximum dollar amount of this insurance coverage facilitated by the district will be \$____. The district may also charge a damage deposit which will be returned or may be rolled to cover the damage deposit for the next year if it is not needed to cover the costs of any damage to the device. The maximum dollar amount of this damage deposit will be \$_____.

Additionally, the district may allow students to purchase technological devices by arranging for the students to purchase these devices through a single, or series of, payments.

6. Extracurricular Activities.

The district may charge students a fee to participate in extracurricular activities to cover the district's reasonable costs in offering such activities. The district may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of district-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor will provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity.

The following list details the maximum dollar amount of all extracurricular activities fees and the specifications for any equipment or attire required for participation in extracurricular activities:

- Student Activity Card: \$____
 - Covers admission to all extracurricular events
- Student Participation Fee: \$____
 - Required of all students who participate in athletics and/or other extracurricular activities
- Future Business Leaders of America: \$____
- DECA: \$____
- National Honor Society: \$____
- Cheerleading, Drill Team, Flag Corps: \$____
 - Students must purchase uniforms and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the school district for these items will be: \$____
- Football: \$____
 - Students must provide their own football shoes, undergarments, and mouthguards
- Golf: \$____

- Students must provide their own golf shoes, undergarments, and clubs
- Softball and Baseball: \$____
 - Students must provide their own shoes, gloves, and undergarments
- Track, Volleyball, and Wrestling: \$____
 - Students must provide their own shoes and undergarments
- Future Farmers of America: \$____
 - Students must purchase their own jackets and pay dues
- Rifle and Trap Teams: \$____
 - Students must provide their own weapons and ammunition
- Science Club: \$____
- FCCLA: \$____
- Spanish Club: \$____

7. Post-Secondary Education Costs.

Some students enroll in postsecondary courses while still enrolled in the district's high school. As a general rule, students must pay all costs associated with such post-secondary courses. However, for a course in which students receive high school credit or a course being taken as part of an approved accelerated or differentiated curriculum program, the district shall offer the course without charge for tuition, transportation, books, or other fees. Students who choose to apply for post-secondary education credit for these courses must pay tuition and all other fees associated with obtaining credits from a post-secondary educational institution. The costs of these items will naturally vary, but the maximum dollar amount of the fee is anticipated to be \$_____ per course.

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8. Transportation Costs.

The district will charge students reasonable fees for transportation services provided by the district to the extent permitted by federal and state statutes and regulations.

The maximum dollar amount of the transportation fee charged by this district shall be \$_____.

9. Copies of Student Files or Records.

The district will charge a fee for making copies of a student's files or records for the parents or guardians of such student. The Superintendent or the Superintendent's designee shall establish a schedule of student record

fees. Parents of students have the right to inspect and review the students' files or records without the payment of a fee, and the district shall not charge a fee to search for or retrieve any student's files or records.

The district will charge a fee of \$____ per page for reproduction of student records.

10. Participation in Before-and-After-School or Pre-Kindergarten Services.

The district will charge reasonable fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute.

The maximum dollar amount charged by the district for these services shall be \$_____.

11. Participation in Summer School or Night School.

The district will charge reasonable fees for participation in summer school or night school and may charge reasonable fees for correspondence courses.

The maximum dollar amount charged by the district for summer and night school shall be \$_____.

12. Charges for Food Consumed by Students.

The district will charge for items that students purchase from the district's breakfast and lunch programs. The fees charged for these items will be set according to applicable federal and state statutes and regulations. The district will charge students for the cost of food, beverages, and the like that students purchase from a school store, vending machine, booster club or from similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

The maximum dollar amount charged by the district for the breakfast and lunch programs is as follows:

- Breakfast Program – Grades K-8
 - Regular Price \$_____
 - Reduced Price \$_____
- Breakfast Program – Grades 9-12
 - Regular Price \$_____

- Reduced Price \$_____
- Lunch Program – Grades K-8
 - Regular Price \$_____
 - Reduced Price \$_____
- Lunch Program – Grades 9-12
 - Regular Price \$_____
 - Reduced Price \$_____

13. Charges for Musical Extracurricular Activities.

Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument in optional music courses that are not extracurricular activities. The following list details the maximum dollar amount of all musical extracurricular activities fees and the equipment or attire required for participation in musical extracurricular activities:

- Band: \$_____
 - Students must provide their own instruments and marching band shoes, which must be white, rubber-soled sneakers
- Swing Choir: \$_____
 - Students must purchase outfits and shoes selected by the sponsor and/or student group. The maximum dollar amount charged by the district for these materials will be \$_____

14. Contributions for Junior and Senior Class Extracurricular Activities.

Students are eligible to participate in a number of unique extracurricular activities during their last two years in high school, including prom, various senior recognitions, and graduation. In order to fund these extracurricular activities, the school district will ask each student to make a contribution to their class's fund. This contribution is completely voluntary. Students who chose not to contribute to the class fund are still eligible to participate in the extra activities. The suggested donation to the class fund will be \$_____.

C. Waiver Policy.

Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for (1) participation in extracurricular activities, (2) materials for course projects, and (3) the use of a musical instrument in optional music courses that are not extracurricular activities. Actual participation in the free or reduced-price lunch program is not required to qualify for the waivers

provided in this section. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students. Students who wish to be considered for waiver of a particular fee must submit a completed fee waiver application to their building principal.

D. Distribution of Policy.

This policy will be published in the Student Handbook or its equivalent that will be provided to students at no cost.

E. Voluntary Contributions to Defray Costs.

The district will, when appropriate, request donations of money, materials, equipment or attire from parents, guardians and other members of the community to defray the costs of providing certain services and activities to students. These requests are not requirements and staff members of the district are directed to clearly communicate that fact to students, parents and patrons.

F. Fund-Raising Activities

Students may be permitted or required to engage in fund-raising activities to support various curricular and extracurricular activities in which they participate. Students who decline to participate in fund-raising activities are not eligible under this policy for waiver of the costs or fees which the fund-raising activity was meant to defray.

G. Student Fee Fund.

The school board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund that will not be funded by tax revenue, and that will serve a depository for all monies collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school courses. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

Adopted on: _____
Revised on: _____
Reviewed on: _____

NOTE TO BE DELETED: This policy satisfies the minimum requirements of the *Healthy, Hunger-Free Kids Act of 2010* and its final rule. Schools that wish to adopt a more “aggressive” policy with higher standards may do so and should contact KSB for policy language that is in-line with their goals.

5052 School Wellness Policy

The school district is committed to providing a school environment that enhances learning and the development of lifelong wellness. The goals outlined in this policy were determined and selected after reviewing and considering evidence-based strategies.*

1. Goals for Nutrition Promotion and Education

- a. The district will promote healthy food and beverage choices for all students, as well as encourage participation in school meal programs by such methods as implementing evidence-based healthy food promotion techniques through the school meal programs and promoting foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards.
- b. The health curriculum will include information on good nutrition and healthy living habits.
- c. Teachers will incorporate information on nutrition and wellness into the classroom curriculum as appropriate.
- d. The district will collaborate with public and private entities to promote student wellness.
- e. Water will be made available to students throughout the school day.

2. Goals for Physical Activity

- a. The school district’s curriculums shall include instruction on physical activity and habits for healthy living.
- b. Students will be encouraged to engage in physical activities throughout the school day and will be provided with opportunities to do so.

- c. The district encourages parents and guardians to support their children's participation in physical activity, to be physically active role models, and to include physical activity in family events.

3. Goals for Other School-Based Activities Designed to Promote Student Wellness

- a. The district will participate in state and federal child nutrition programs as appropriate.
- b. The district will provide professional development, support, and resources for staff about student wellness.
- c. Students will be provided sufficient time in which to eat school-provided meals.
- d. The district's lunchrooms will be attractive and well-lighted.
- e. The district will allow other health-related entities to use school facilities for activities such as health clinics and screenings so long as the activities meet the district's requirements and criteria for the use of facilities.
- f. The district may partner with other individuals or entities in the community to support the implementation of this policy.
- g. The district will strive to provide physical activity breaks for all students, recess for elementary students, and before and after school activities, as well as encourage students to use active transport (walking, biking, etc.)
- h. The district will use evidence-based strategies to develop, structure, and support student wellness.

4. Standards and Nutrition Guidelines for All Foods and Beverages Sold to Students on the School Campus and During the School Day

- a. The district will ensure that student access to foods and beverages meet federal, state and local laws and guidelines including, but not limited to:

- i. USDA National School Lunch and School Breakfast nutrition standards
 - ii. USDA Smart Snacks in School nutrition standards.
- b. The district will offer students a variety of age-appropriate, healthy food and beverage selections with plenty of fruits, vegetables, and whole grains aimed at meeting the nutrition needs of students within their calorie requirements in order to promote student health and reduce childhood obesity.

5. Standards for All Foods and Beverages Provided, But Not Sold to Students During the School Day

The district may provide a list of healthy party ideas or food and beverage alternatives to parents, teachers, and students for classroom parties, rewards and incentives, or classroom snacks. The district discourages the use of food and beverages as a reward or incentive for performance or behavior.

6. Food and Beverage Marketing

Marketing and advertising is only allowed on school grounds or at school activities for foods and beverages that meet or exceed the USDA Smart Snacks in School nutrition standards, except as follows:

- a. This requirement does not apply to marketing that occurs at events outside of school hours such as after school sporting or any other events, including school fundraising events.
- b. The district will not immediately replace menu boards, coolers, tray liners, beverage cups, and other food service equipment with depictions of noncompliant products or logos to comply with the new USDA Smart Snacks in Schools nutrition requirements. All previously purchased products will be used, and all existing contracts honored.
- c. All equipment that currently displays noncompliant marketing materials will not be removed or replaced (e.g., a score board with a Coca-Cola logo). However, as the district reviews and considers new contracts, and as scoreboards or other such durable equipment are replaced or updated over time, any products that are marketed and

advertised will meet or exceed the USDA Smart Snacks in School nutrition standards

7. Public Participation

Parents, students, representatives of the school food authority, teachers, school health professionals, board members, school administrators, and members of the general public shall be allowed to provide their input to the school district during the wellness policy adoption and review process.

8. Competitive Foods (Includes Food and Beverages Sold in Vending Machines, School Stores, Fundraisers or in Competition with the National School Lunch and Breakfast Programs)

- a. Except as otherwise allowed by the Nebraska Department of Education (NDE), all foods and beverages sold during the school day as part of a fundraiser or for any other purpose in competition with the National School Lunch and Breakfast Programs must meet the nutrition standards of those programs.
- b. Fundraiser food or beverages are NOT exempt from the USDA Smart Snacks in School nutrition standards. Therefore, if food is sold as a fundraiser:
 - (1) It shall not be sold in competition with school meals in the food service area during the meal service.
 - (2) It shall not be sold or otherwise made available to students anywhere on school premises during the period beginning one half hour prior to the serving period for breakfast and/or lunch and lasting until one half hour after the serving of breakfast and/or lunch.
 - (3) The sale of food items during the school day shall meet the USDA Smart Snacks in School nutrition requirements
 - (4) This restriction does not apply to food sold during non-school hours, weekends, and off-campus fundraising events such as concessions during after-school sporting events, school plays or concerts; or to

bulk food items that are sold for consumption at home. (Ex: frozen pizzas, cookie dough tubs, etc.)

9. Triennial Assessment

The school board shall assess and review this policy at least every three years to determine:

- a. Compliance with this policy;
- b. How this policy compares to NDE model wellness policies;
- c. Progress made in attaining the goals of this policy.

The school board will update or modify this policy as appropriate.

10. Public Notice

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of this policy at least annually to the public and other stakeholders identified in this policy by one or more of the following methods: on its webpage, in its newsletter, in the student and employee handbooks, newspaper advertisements, direct mailings, electronic mail, and public postings.

In addition to identifying the topic on its meeting agenda as required by the Open Meetings Act, the school district will provide notice of the Triennial Assessment and progress reports towards meeting the goals in this policy using one or more of those same methods.

11. Recordkeeping

The District will retain records to document compliance with the requirements of the wellness policy at its central office.

12. Operational Responsibility

The superintendent is responsible for coordinating the implementation of this policy and for monitoring the district's progress in meeting the goals established by this policy. The superintendent will periodically report to the board on the district's progress in implementing this policy.

* These strategies include, but are not necessarily limited to, those cited in the Alliance for a Healthier Generation's Model Wellness Policy (Updated ~~9/2016~~June 2020 to Reflect the USDA Final Rule)~~found at~~

~~<https://www.healthiergeneration.org/asset/wtqdwu/14-6372-ModelWellnessPolicy.doc>~~ found ~~at~~
<https://api.healthiergeneration.org/resource/2>.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5062 Lice and Nits

Option A

~~Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately.~~

~~Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.~~

~~The student cannot ride the school bus until the district has cleared the student to return to school.~~

Option B

~~Students found to have live head lice or louse eggs will not be permitted at school and will be sent home. Upon discovering the presence of any indication of live lice or louse eggs, the school will notify the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately. The student will be isolated from contact with other students and their belongings, and a parent or guardian must pick the child up from school immediately.~~

~~Students~~ By Nebraska DHHS regulation, students will ~~are~~ not be permitted to return to school until the student is treated such that the district finds that no live lice or louse eggs can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined.

~~The student cannot ride the school bus until the district has cleared the student to return to school.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

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Audio and Video Recording

Students, ~~staff, and their~~ parents/~~or~~ guardians, and patrons should assume that any class ~~in which students are enrolled or activities in the school~~ may be recorded by the school district ~~or other students~~ for legitimate educational purposes. There is no reasonable expectation of privacy within classrooms, common areas of the school building or on school grounds outside of the building. Recordings permitted pursuant to this policy may only be used for authorized 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.

Secret Recordings. No person is permitted to make surreptitious recordings on school grounds unless authorized by the superintendent.

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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~~ an authorized representative of the district. The district will not maintain ~~the~~ recordings unless the recording is purposefully copied and saved. Any recording not copied and maintained separately, and the recordings will may only be available accessible by the administration authorized representative 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. Recordings made by the district may be destroyed by an authorized representative at any time unless retention is required by law.

Recordings Made by Parents/Guardians and Patrons. Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law, unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Violation of this policy may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

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Classroom Recordings Made by Staff. Staff members may make audio and video recordings of classroom instruction, student behavior or performance, and school activities only upon authorization of without prior administrative approval only for legitimate educational purposes the superintendent or supervising administrator administration or to comply with a student's education plan, as described below. Staff members may not make secret recordings while on duty, even if those recordings do not violate state or federal criminal or privacy laws. Staff members who violate this provision may be subject to consequences up to termination for classified staff and cancellation of contract for certificated staff.

Prohibited Recordings Made by Students. This policy applies to 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. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. , unless the recording is made in a manner permitted by the school this policy for other members of the public. In such an instance, the sStudents remain subject to the district's appropriate use and student discipline all other district policies and rules. 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. 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.

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 Made 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.~~

~~**Use of Smart Devices.** This policy generally prohibits anyone (including staff and 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, without the permission of the administration or as permitted by law.~~

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Adopted on: _____
Revised on: _____
Reviewed on: _____

KSB Policy Updates - Notes
7/6/2023

3001- NEP website update, Added the following verbiage - hearing to increase tax to the extent allowed by law

3003.1 - Added buy in America provision (Federal Funding) - buy American products as much as reasonably possible

3004.1 - Added buy in America provision (Federal Funding) - buy American products as much as reasonably possible

3033 - Change in state law. This policy update includes the timeline before new rules take effect. LENDING TEXTBOOKS

3036 - Credit Cards. Board shall determine the type of cards used and may use a third party. Must have itemized receipts records for 7 years. Purchases will be reviewed monthly.

4003 - Drug policy for drivers. Change - Medical Resource Officer TO Medical Review Officer

4045 - Milk Expression - Employees will have a private space to nurse as often as is needed for up to one year after the birth of a child.

4059 - One hour of training for mental health for everyone that works with students. It must be one of the approved trainings from NDE.

5003 - Admission of part time students. To be eligible for activities students have to now be enrolled in 5 credit hours - One Course.

5004 - Option Enrollment. Capacity levels must be set prior to October 15th for the next school year. (We have done this the last couple of years, the timeline will now be expedited)

5035 - Student Discipline. No suspension of PK - 2nd grade students, unless they possess a deadly weapon. Students have to have the opportunity to complete makeup work. New timelines for long term suspension - need to be notified in writing within 2 school days. Should a hearing need to take place, the superintendent can suggest a hearing officer. It can be denied by the parents. An alternative must then be brought forward. New timelines on hearings. About 3 school days (2-5 days) after the officer is selected.

5045 - Student Fees - Verbiage stating what a post secondary class could cost for a student.

5052 - Wellness - Updated date and website.

5062 - Lice and Nits. Elimination of Option A. We already had selected Option B. Parents have to pick up students immediately if lice are detected.

5063 TO 3059 - Audio and Video Recording. No reasonable exception of privacy in class - recorded for educational purposes. Parents can record games and BOE meetings if they aren't disruptive. No parent recording when volunteering in school without permission. Staff can record lessons, but recording in secret is not permitted. Students can record class if determined to be needed by their education plan. No recording in an area where there is an expectation of privacy.

5064 - ESSA FUNDING. Supplement not supplant local funds for all ESSA funding. Title I, II, and IV

6003 - Instructional Program. Minimum instructional hours - 1080 - 9-12; 1032 - 1-8, and 400 for kindergarten

6004 - Curriculum Development. Link our current curriculum review schedule to the document.

6025 - Cell Phones - Phones can be confiscated and returned to parents.

6038 - AI policy. Unless a teacher says it can be used as a resource, then it isn't permitted. Students learn to cite what work was aided by the AI resource. Violations are equivalent to plagiarism.

COMMUNITIES UNITED FOR A BRIGHTER TOMORROW
EMPOWER, CHALLENGE, AND SUPPORT EVERY STUDENT, EVERY DAY.

2023 - 2024



**CENTENNIAL
PUBLIC SCHOOL**

**Middle School/High School
Student/Parent Handbook**

Centennial Public School
MiddleSchool/High School
Student/Parent Handbook
2023-24 School Year

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Section 1 Intent of Handbook

August 1, 2023

Centennial students and parents:

Welcome back to the 2023-2024 school year. I trust that you have had an enjoyable summer vacation and are looking forward to rejoining your friends for another school year. It is the desire of the Centennial family of teachers, staff members, and administrators to make this a rewarding and profitable year for our students.

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

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

Sincerely,



Colin Borgen
Secondary Principal
Centennial Public School

Section 2 Members of the Board of Education

Name	Position
Jason Richters	President
Mark Avery	Vice-President
Bryce Borchers	Secretary
Doug Cast	Treasurer
Jodi Cast	Member
Derek Tomes	Member

Section 3 Administrative Staff

Name	Position
Ford, Seth	Superintendent
Bargen, Colin	Secondary Principal
Luce, Brad	Elementary Principal
Stoll, Cara	Special Education Director
Wagner, Jenny	Assistant Principal/Activities Director
Tesar, Dan	Operations Director/Technology Coordinator

Section 4 Teaching Staff

Name	Department	Grades
Acton, Katie	Vocal Music	K-12
Acton, Nate	Instrumental Music	K-12
Anstine, Alex	Special Education	K-9
Bargen, Jennifer	Mathematics	10-12
Barjenbruch, Craig	Business	7-12
Barjenbruch, Jordan	5th Grade	5

Breitkreutz, Jessica	Technology Integrationist/Library Media Specialist	PK-12
Chrisman, Dana	Preschool	PK
Dannehl, Emma	Art	K-12
Dey, Julie	6th Grade	6
Easter, Cassa	Science	10-12
Eitzmann, Barry	Mathematics	8-12
Fehlhafer, Kelly	Speech-Language Pathologist	PK-12
Fowler, Jarrett	2nd Grade	2
Geiger, Rochelle	Elementary Counselor	PK-6
Heine, Bridget	Kindergarten	K
Hirschfeld, Tricia	Interventionist	4-8
Homolka, Tori	Preschool	PK
Johansen, Rob	Industrial Tech	7-12
Jorgensen, Crystal	3rd Grade	3
Klanecky, Evan	PE	7-12
Klanecky, Nikki	Special Education	7-12
Kloke, Eric	PE	K-9
Kucera, McKenna	4th Grade	4
Morenzoni, Liz	5th Grade	5
Mowinkel, Calyn	Family Consumer Science	7-12
Ortmeier, Jordan	Social Studies/Criminal Justice	10-12
Ortmeier, Mark	Science/PE	K-8
Pankoke, Leah	Business/Technology	7-12
Payne, Phil	Social Studies	7-9
Petersen, Emily	Spanish	8-12
Podliska, Holly	Agriculture	8-12
Pracheil, Molly	3rd Grade	3
Pulliam, Laura	Language Arts	6-8

Rafert, Linda	Title I	K-6
Robinson, Chelsea	Special Education	K-6
Rodine, Drew	Math/Coding and Robotics	6-8
Rodine, Shauna	1st Grade	1
Sams, Brian	Science	9-12
Saunders, Rachel	Language Arts	9-12
Scholl, Cam	Special Education/PE	6-12
Schutt, Kaylee	4th Grade	4
Sloup, Natalie	Preschool	PK
Soliz, Danae	1st Grade	1
Struckman, Amanda	Language Arts	10-12
Stutzman, Edith	2nd Grade	2
Waller, Zachary	Guidance Counselor	6-12
Warm, Molly	Kindergarten	K

Section 5 Support Staff

Name	Position
Tonniges, Lindsey	Nurse
Rhodes, Marge	Bookkeeper
Fickel, Teri	Special Education Secretary
Dickey, Susan	Superintendent Secretary
Jackson, PJ	Secondary Secretary
Fehlhafer, Kara	Secondary Secretary
Crawford, Megan	Elementary Secretary
Fortner, Si	Maintenance Technician
Borncamp, Dieter	Custodian
Borncamp, Socorro	Custodian
Kirkpatrick, Diana	Custodian

Mogee, Nancy	Custodian
Tieken, Tim	Custodian
Wiemer, Nick	Custodian
Adrianne Heater	Head Custodian/Transportation
Brueggemann, Jayson	Athletic Trainer
Bush, Dianne	Food Service
Walgren, Donna	Food Service
Allen, Dani	Food Service
Dumpert, Nicole	Transportation
Erks, Barb	Transportation
Erks, Ron	Transportation
Gierhan, Brenda	Transportation
Gierhan, Bryant	Transportation
Gumaer, Carrie	Transportation
Heine, Kathy	Transportation
Richters, Nancy	Transportation/7-12 Study Hall Supervisor
Steve Fehlhafer	Transportation Supervisor
Ahrens, Julie	Paraprofessional
Yamber, Dana	Media/Paraprofessional
Black, Heather	Paraprofessional
Butzke, Angela	Paraprofessional
Ford, Keshia	Paraprofessional
LeDoux, Sarah	Paraprofessional
Lostroh, Amanda	Paraprofessional
Pavlish, Erin	Paraprofessional
Prochaska, Vicki	Paraprofessional
Rathjen, Teresa	Paraprofessional
Sheehan, Kim	Paraprofessional

Stephens, Kim	Paraprofessional
Stuhr, Wendy	Paraprofessional

Section 6 School Calendar

Centennial Public School																																																							
2023-2024 School Calendar																																																							
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	School Closed/ Holidays		Teacher in-Service Day (no school for students)
	P-T Conferences		First and Last Day of School (1:30 Dismissal)
	Start/End of Quarter		Graduation
	2:30pm Dismissal: Inservice		

ARTICLE 1 – MISSION & GOALS

Section 1 School Identity/Mission/Vision Statements

WHO WE ARE...

Communities United for a Brighter Tomorrow

WHAT WE ARE ALL ABOUT...

Empower, Challenge, and Support Every Student, Every Day

WHERE WE ARE HEADED...

We will:

- Engage students in rigorous, relevant and fun learning opportunities that promote academic, physical, social and emotional growth.
- Implement student-centered educational programs that challenge all students to perform at their highest potential.
- Inspire students to be critical thinkers and problem solvers through a variety of methods.
- Support our students when they face challenges and conflicts.
- Build leaders at all grade levels.
- Instill a deep sense of pride in school, community, state and country.
- Build confidence, leadership skills, and workforce skills for all students.
- Provide service opportunities for all students.
- Partner with local businesses and community members to set up real world education, connections and opportunities for all students at all ages.
- Create a positive Culture amongst all employees, families and students.
- Help our students build relationships that last a lifetime.

Section 2 Middle School Description

At Centennial, we have transitioned to a middle school concept by having our 6th-8th graders all be on an 8 period schedule. The primary purpose of a middle school is to serve as an educational facility to help in the transition from elementary to secondary education, often by combining elements of both upper elementary and lower secondary educational settings to create an environment that is both familiar and new to its students to help them grow and succeed throughout their educational journey.

Middle schoolers have very different needs than high school and elementary students. Their bodies begin changing, their emotions feel stronger, and their thoughts get more internal and complex. Everyday they confront issues that shape their morality and future place in society. They yearn for physical activity and intellectual inspiration. They want to use their hands to learn and create and they crave interaction with their peers. Middle schoolers need learning environments that ignite their curiosity and empower them to be active participants in their classrooms. By moving to a middle school concept we will create practices to aid our young adolescents with their development such as advisory for emotional support and socialization, exploratory classes and cocurricular activities to help students find and develop their interests, and teams to build community and provide more individualized support.

Goals of the Middle School

1. Provide the students with skills for coping with everyday pressure.
2. Encourage students to respect differences among their peers.
3. Encourage open communication between the school and the home.
4. Stimulate a career awareness in students.
5. Develop decision-making skills of students.
6. Provide the opportunity for students to learn and utilize independent study skills.
7. Provide the opportunity for students to develop good citizenship skills.
8. Recognize that reading, writing, and computing are skills basic to success in our society and that the teaching of them is not restricted to any one academic discipline, but is rather a shared responsibility of students and teachers.
9. Assist the development of academic, social, aesthetic, emotional, and physical skills.
10. Encourage students to become increasingly self-directing, moving from dependent childhood to self-actuating adolescence.

Section 3 Mutual Respect

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

ARTICLE 2 – SCHOOL DAY

Section 1 Daily Schedule

Enter School Building	8:00
Class Warning Tone	8:05
Period 1	8:10 --- 8:56
Period 2	8:59 --- 9:45
Bronco Period	9:48 --- 10:06
Period 3	10:09 --- 10:55
Period 4	10:58 --- 11:44
Middle School Lunch	11:44 --- 12:14
Period 5 (Middle School)	12:17 --- 1:03
Period 5 (High School)	11:47 --- 12:33
High School Lunch	12:33 --- 1:03
Period 6	1:06 --- 1:52
Period 7	1:55 --- 2:41
Period 8	2:44 --- 3:30

Section 2 1:30 Dismissal Schedule

Enter School Building	8:00
Class Warning Tone	8:05
Period 1	8:10 --- 8:44
Period 2	8:47 --- 9:21
Period 3	9:24 --- 9:58
Period 4	10:01 --- 10:35
Period 6	10:38 --- 11:12

Period 7	11:15 --- 11:49
Middle School Lunch	11:49 --- 12:19
Period 5 (Middle School)	12:22 --- 12:56
Period 5 (High School)	11:52 --- 12:26
High School Lunch	12:26 --- 12:56
Period 8	12:59 --- 1:30

Section 3 2:30 Dismissal Schedule

Enter School Building	8:00
Class Warning Tone	8:05
Period 1	8:10 --- 8:51
Period 2	8:54 --- 9:35
Period 3	9:38 --- 10:19
Period 4	10:22 --- 11:03
Period 6	11:06 --- 11:47
Middle School Lunch	11:47 --- 12:17
Period 5 (Middle School)	12:20 --- 1:02
Period 5 (High School)	11:50 --- 12:32
High School Lunch	12:32 --- 1:02
Period 7	1:05 --- 1:46
Period 8	1:49 --- 2:30

Section 4 2 Hour Late Start Schedule

Enter School Building	10:00
Class Warning Tone	10:05
Period 1	10:10 --- 10:44
Period 2	10:47 --- 11:21
Period 3	11:24 --- 11:58
Middle School Lunch	11:58 --- 12:28
Period 5 (Middle School)	12:31 --- 1:06
Period 5 (High School)	12:01 --- 12:36
High School Lunch	12:36 --- 1:06
Period 4	1:09 --- 1:42
Period 6	1:45 --- 2:18
Period 7	2:21 --- 2:54
Period 8	2:57 --- 3:30

Section 5 Severe Weather and School Cancellations

SCHOOL CLOSINGS

Advance notice of school closings will be announced by the following radio and TV stations:

KZKX in Lincoln – 96.9 FM

KLKN TV in Lincoln

KAWL in York – 104.9 FM, 1370 AM

KFAB in Omaha – 1110 AM

KOLN TV in Lincoln

KZEN in Central City – 100.3

In addition, the school alert system will be activated.

After School Starts: Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before

the brunt of a major storm hits. In these cases, as much advance notice as possible will be given to parents. If school is closed during the day, the notice will be broadcast by the media and the school alert system will be activated. **Parents should have a plan in place to accommodate these circumstances.**

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

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

Tornado Drills: Students are to move quietly and promptly to the location noted by the teacher. Follow all directions that are given.

Fire Drills: Sec. 81-52 of Nebraska School Law requires fire drills to be held once a month. When the alarm sounds, all people (employees included) will file out in a quiet and orderly fashion through the prescribed exit to a predetermined location.

ABSOLUTELY NO RUNNING. The proper exit location from all rooms will be shared by each teacher. When the "return to building" announcement is given, students are requested to return quietly to their respective rooms.

Section 6 Entering and Leaving the Building

Beginning of School

Students should not be on school grounds earlier than necessary. **Prior to 8:00 a.m., the school is not responsible for supervision of the students.** The first bell will ring at 8:00 a.m. Students are to stay in the commons area or cafeteria and are not to go to any other part of the building without permission until the first bell.

During the School Day

Students are to remain on campus unless excused in accordance with school policies.

End of School

Our regular school day ends at 3:30 p.m. It is important that students who are involved in after school activities report to the designated area on time. All other students must clear the building as soon as possible. **The school is not responsible for supervision of students once the students are to have left school grounds.**

ARTICLE 3 – USE OF BUILDING & GROUNDS

Section 1 Visitors

Upon entering the main entrance, all visitors must report to the superintendent's office to sign-in and receive a visitor's pass. For the safety of our students and staff, visitors who check into our building will need to have a staff member escort them throughout the building to their destination. If dropping off supplies for your child, you will be asked to leave these supplies in the superintendent's office, and the supplies will be delivered to your child by a staff member. When exiting the building, you will also need to be escorted by a staff member.

Parents are welcome at all times, as long as your visit is not disruptive to the learning environment. Please sign-in/out at the superintendent's office upon entering/exiting the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administration. Please notify the child's teacher IN ADVANCE OF YOUR VISIT to avoid scheduling conflicts. Visits for two hours or less in duration are allowable.

Section 2 Smoke-Free Environment

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

Section 3 Care of School Property

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

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

Fines are determined on books according to the following criteria:

1. **Broken covers** – replacement cost of the textbook
2. **Obscenities (words or pictures) written** – replacement cost of the textbook
3. **Torn pages** – tape if possible; if not possible, \$2.00 per page to cost of the textbook
4. **Torn or damaged cover** - \$5.00
5. **Ink marks (if not erasable)** - \$2.00 per page to cost of the textbook
6. **Water damage** - \$5.00 for minor damage; replacement cost of the textbook for major damage
7. **Defacing cover, edges, etc.** - \$10.00
8. **Lost** – replacement cost of the textbook
9. **Broken binding** - \$10.00
10. **Missing pages** – replacement cost of the textbook

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

Section 4 Lockers

Each student will be assigned a locker. Each locker will be provided with a built-in lock for security. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker is locked and remains locked at all times. Students are expected to keep all books, etc., in their assigned locker. **Students are not allowed to take their book bags into classrooms; thus, having a well-organized locker will be essential to getting to class on time with all required materials.** Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

Section 5 Search of Lockers & Other Types of Searches

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

administration. Additionally, the board of education has authorized the use of sniffer dogs to assist in the process of keeping school grounds free of illegal items such as illegal drugs, over the counter drugs, alcohol, guns, ammunition, etc. The protocol for the use of sniffer dogs is addressed more specifically in the Centennial School Board Policy Manual.

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

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

Section 6 Video Surveillance & Photographs

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Section 7 Recordings Made by Parents/Guardians and Patrons

Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Violation of this policy may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Section 8 Recordings Made by Students

This policy applies to students 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. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

~~Unless otherwise authorized by board 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, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, 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.~~

~~An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP) or Section 504 Plan.~~

~~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. Students who violate this policy may be subject to discipline up to and including expulsion.~~

Section 9 Use of Telephone

Incoming Calls: The office will attempt to cooperate with parents or guardians in order to deliver messages to students during school hours. Messages will be written and delivered to students. Only in cases of extreme urgency will students be called out of class. Calls for students during school hours are disturbing to normal school routine and should be held to a minimum and for emergency purposes only.

Out-Going Calls: The school telephone is primarily for school business and shall not be used for personal calls. Students finding it necessary to make calls are to come to the office to gain permission to either use the school's phone or gain permission to use their cell phone while in the office. In an emergency, an office phone may be used with permission from office personnel.

Section 10 Bicycles

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

Section 11 Student Valuables

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

Section 12 Lost & Found

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

Section 13 Accidents

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

Section 14 Laboratory Safety Glasses

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Section 15 Insurance

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

Section 16 Bulletins & Announcements

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

Section 17 Copyright & Fair Use Policy

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on copyright compliance requirements and permitted uses from the U.S. Copyright Office and the Library of Congress at the following site: <http://www.loc.gov/teachers/usingprimarysources/copyright.html>.

ARTICLE 4 – ATTENDANCE

Section 1 Attendance Policy

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

Section 2 Attendances & Absences

Absences From School - Definitions

An absence from school will be reported as: (a) an excused absence or (b) an unexcused absence.

1. Excused Absences

Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:

- (A) Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- (B) Physical or mental illness which causes a student to be absent from school (A doctor's note will be required after four consecutive days absent for illness OR if the school nurse sent the student home), NOTE: Just because a student visited the school nurse does not mean that going home will be excused.
- (C) Medical appointments which require student to be absent from school, **(with note from doctor or dentist to verify excuse)**
- (D) Court appearances that are required by a court order and the **student is not responsible for needing to be in court**,
- (E) School sponsored activities which require students to be absent from school,
- (F) Family trips in which student accompanies parent(s)/legal guardian(s) **IF AND ONLY IF** the following conditions are met: 1) approval by the principal in advance; 2) the student communicates with all of his/her teachers prior to the trip and makes mutually agreed upon plan with each teacher for completing work prior to the trip and/or setting due dates for work that can be completed upon the student's return to school; 3) successfully meeting all deadlines for schoolwork set forth in condition #2.
- (G) Severe Weather
- (H) Suspensions and Expulsions
- (I) Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two reasons, depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

2. Unexcused Absences

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

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

3. Mandatory Ages of Attendance

A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students

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

Exceptions for Older Students

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

Early Withdrawal for Students Enrolled in Accredited or Approved Schools

A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if a signed, written request that demonstrates that the student meets the legal criteria allowing for disenrollment is submitted to the superintendent, an exit interview is conducted, and a withdrawal form is signed.

Exit Interview

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

The exit interview shall be personally attended by:

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

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

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or

- an illness of the child making attendance impossible or impracticable.

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

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

Withdrawal Form

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

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

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools)

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

Section 3 Absence Procedures

A student will not be allowed to enter class after an absence until an admit slip, based upon a written parental excuse, is issued by the Principal's office. Work must be made up within the time allowed on the admit slip. Students missing classes for school activities must submit a completed activities dismissal form to the sponsor before being allowed to leave for the activity.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to make up work. If requested, assignment sheets will be prepared for students who are ill. If parents and/or students request assignment sheets, the school should be contacted by no later than 9:30 a.m.

For unexcused absences, the student will receive a failing mark for or in each class period missed.

Section 4 Make-Up Work

Written make-up work may be assigned for each day missed, regardless of the type of absence. If make-up work is not completed by the due date, students will be required to attend "9th Hour" to complete their work and will receive no credit for the work until it is completed. The time each student is allowed will be determined by mutual agreement between the student and teacher. The student has the

responsibility to contact teachers, initially, regarding make-up assignments. Assignment sheets will be sent only for extended absences such as chicken pox, hospitalization, or other prolonged illnesses. No assignment sheets will be sent out until after at least three (3) days of absence. If the parents or students have concerns prior to the three (3) days, they are encouraged to contact the teacher.

Section 5 Attendance is Required to Participate in or Attend School Activities

Students must attend school all day the day of any scheduled school activity in order to participate in or attend the activity. This includes sports contests, practices, and dances. Failure to attend on that day will result in a student being withheld from participation in or attendance at the activity. The principal retains the right to grant participation should exceptional circumstances prevail.

Section 6 Truancy

Reporting and Responding to Truant Behavior

Any administrator, teacher, or member of the Board of Education who knows of any failure on the part of any child age 6 to 18 to attend school regularly without lawful reason shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when, of his or her personal knowledge, or by report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior. Such services shall include, as appropriate, the services listed under the "Excessive Absenteeism" policy.

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Excessive Absenteeism - Procedure

Students who accumulate five (5) absences in a quarter and/or twenty (20) absences in a school year shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis or a per class basis for secondary students. When a student has excessive absences, the following procedures may be implemented:

1. Referral to the Seward County Attendance Support Office.
2. One or more meetings may be held between a school attendance officer, school social worker, the school principal or a member of the school administrative staff as designated by the school administration, the parent/guardian, and the student to develop a collaborative plan to improve regular attendance. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.
3. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.

4. Referral to the Student Assistance Team and/or an educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the excessive absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.
5. Investigation of the excessive absenteeism problem by the Seward County Attendance Support Office to identify conditions which may be contributing to the excessive absenteeism problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the excessive absenteeism problem.

Reporting Excessive Absenteeism to the County Attorney

- A. **Twenty Excused Absences:** If a student accumulates more than twenty (20) absences per year and all of the absences are due to documented illness that makes attendance impossible or impracticable or are otherwise excused by school authorities, the attendance officer may report such information to the county attorney of the county in which the person having control of the student resides.
- B. **Twenty Unexcused Absences:** If a student accumulates more than twenty (20) absences per year, and any of the absences are not excused, the attendance officer shall file a report with the county attorney of the county in which the person having control of the student resides. The report shall be made on a form which includes the following two statements, one of which must be designated by the school representative signing the report: (a) The school representative requests additional time to work with the student prior to intervention by the county attorney; and (b) the school representative believes that the school has used all reasonable efforts to resolve the student's excessive absenteeism without success and recommends county attorney intervention. If further action is necessary to address the child's attendance, the initial meeting between the parent or guardian of the child, the school, and the county attorney or his or her designee shall be at a location determined by the school.
- C. **Other:** A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

Reporting Excessive Absenteeism to the Commissioner

- A. The Superintendent or designee shall report on a quarterly basis to the Commissioner of Education as directed by the Commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials (other than law enforcement officials employed by or contracted with by the District as school resource officers) by the District relative to a student enrolled in the District.

Advisory Procedures.

- A. Advisory letters will be sent to parents or guardians when their child has accrued four (4) and seven (7) absences per class during the semester.
- B. After seven (7) absences, the parent/guardian/student will be notified of potential loss of credits or retention by the principal.

Student's Rights to Due Process

The following procedure will be followed to ensure due process.

A. THE FACULTY COMMITTEE ON ABSENTEEISM

1. Parents/Guardians/Students who wish to appeal the potential loss of credit or retention must make this request within seven (7) days of notification. Requests for appeal must be made in writing on forms supplied by the principal.
2. The Faculty Committee on Absenteeism shall review all absences/tardies and exceptions to

the limitation on absences. Chronic and/or extended illness and/or other unusual circumstances will be considered.

3. A determination will be made individually on each case.
4. The Faculty Committee on Absenteeism shall not exercise the right to take credits from a student.
5. The Faculty Committee on Absenteeism shall make its recommendation in writing to the principal.

B. THE PRINCIPAL, PARENT/GUARDIAN, AND STUDENT

1. The principal will render a decision within three (3) days after receiving the committee's recommendation and notify the student/parent/guardian.
2. The request for a hearing may be filed by the student or the student's parents/guardians and presented within seven (7) days following the notification of pending loss of credit.

C. THE SUPERINTENDENT

1. Upon rendering a decision, the principal will forward the decision to the superintendent. If the student is to be denied credit, the superintendent will either support the denial or grant an extension of absences. If the superintendent supports the principal's decision, he/she will notify the student/parent/guardian. The affected party may then request a hearing before the Board of Education. This request must be made within seven (7) days after receiving notification.

D. THE BOARD OF EDUCATION

1. The Board of Education shall serve as the appeal body and may grant or deny an extension of absences after hearing the case.
2. The administration and Board of Education reserve the right to ask for a medical opinion in cases of prolonged or chronic illness.

Attendance Hearings

All attendance hearings will be scheduled for the last two weeks of the semester.

Section 7 Tardiness

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

Tardy to Class: Students will be considered tardy to class if they are not in their classroom when the tardy bell rings, unless they have a pass from the teacher who detained them. Specific tardy guidelines once students are in the classroom doorway are at the discretion of the classroom teacher. Students have a sufficient time period between all class changes to make it to their next assigned class on time.

Excessive Tardiness: Students are allowed 3 tardies per academic quarter without consequence. Upon the 4th tardy and each additional tardy, the student will be issued a detention. See **Detention Policy** in **Article 8** for additional information regarding detentions.

Section 8 Arriving and Leaving School

Students that arrive at school after school is in session for the day must check in at the office prior to going to class.

Students who leave school for any reason during the school day must check out at the office before leaving. Students leaving school must be cleared in advance by a note or phone call from the student's parent or legal guardian. Students who leave without permission will be considered truant.

Check-Out Procedures

The procedure for checking out at the end of the school year is as follows:

1. Obtain a check-out form from first period instructor.
2. Return all school books, library books, school-owned material, and pay all bills and fines.
3. Teachers, coaches, sponsors, counselor, and librarian must sign each check-out form for clearance.
4. Check-out forms will be checked and collected before year-end dismissal.

Withdrawal Procedures

The procedure for withdrawal is as follows:

1. Authorization for withdrawal must be made in writing or in person by the parent or guardian.
2. Obtain appropriate forms from the principal's office.
3. Return all books and school owned equipment, and pay all fines and bills.
4. Take completed forms to the principal's office for final clearance.

ARTICLE 5 – SCHOLASTIC ACHIEVEMENT

Section 1 Grading System

Centennial will use the letter grading system as follows:

A	93 - 100	Excellent
B	86 - 92	Above Average
C	78 - 85	Average
D	70 - 77	Below Average
F	Below 70	Failing
I		Incomplete, failure unless removed

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

Section 2 Graduation Requirements

The Centennial Board of Education believes the many benefits of a high school education cannot be fully realized in less than four years. Further, it views the entire senior year as an important period during which the student should be able to enjoy many experiences providing academic growth and enrichment, exploration of new areas, and social growth and maturity.

All students (grades 9-12) are required to register for and complete a minimum of 60 hours of credit each year. Exception: (Students enrolled in vocal music may register for 56 hours of credit.) All seniors are required to successfully complete a minimum of 45 hours of credit in their fourth year of high school.

Required Credit Hours

ENGLISH - 40 CREDIT HOURS

Grade 9 English 9	10
Grade 10 English 10	10
Grade 11 English 11, Advanced English	10

Credits

Grade 12 Choices: English 12, Advanced English, Applied English 12 10

MATHEMATICS - 30 CREDIT HOURS

Grade 9 Algebra A, Algebra I, Algebra II 10

Grade 10 Algebra B, Algebra I, Algebra II, Geometry, Applied Math 10

Grade 11-12 Choices: Algebra II, Geometry, Applied Math, Consumer Math, 10
Trig/Pre-Calculus, College Prep Math, College Algebra, Calculus

SCIENCE - 30 CREDIT HOURS

Grade 9 Physical Science 10

Grade 10 General Biology 10

Grade 11 Chemistry I/II, Zoology, Marine Biology, Anatomy 10

Grade 12 Choices: Physics, Anatomy, Chemistry I/II, Advanced Biology 10
Marine Biology, Zoology

SOCIAL STUDIES - 30 CREDIT HOURS

Grade 9 World History 10

Grade 10 American History 10

Grade 11-12 Government 10

BUSINESS - 10 CREDIT HOURS

Grade 11-12 Economics 5

Grade 11-12 Personal Finance 5

PHYSICAL EDUCATION - 10 CREDIT HOURS

Grade 9 P.E/Health 10

COMPUTER TECHNOLOGY - 5 CREDIT HOURS

Grade 9-12 Information Technology I 5

SPEECH - 5 CREDIT HOURS

Grade 10-12 Speech 5

ALL OF THE ABOVE CLASSES MERIT FIVE (5) CREDIT HOURS PER SEMESTER

TOTAL REQUIRED CREDIT HOURS - 160

TOTAL ELECTIVE CREDIT HOURS - +80

TOTAL CREDIT HOURS FOR GRADUATION - 240

COMMUNITY SERVICE REQUIREMENT - 60 HOURS (15 hours/school year)

Community Service Hours **MUST BE PRE-APPROVED** by the principal or guidance counselor.

In an effort to help students keep pace over their 4 years of high school, students will not be able to participate in the Homecoming Dance, Winter Formal, Prom, or Class Competition Day Out-of-School if they have not met the following:

- Freshman (must have 3 hours completed & turned in by Winter Formal and 5 hours completed & turned in by Prom/Day Out of School)
- Sophomores (must have 15 hours completed & turned in by Homecoming, 18 hours completed & turned in by Winter Formal, and 20 hours completed & turned in by Prom/Day Out of School)
- Juniors (must have 30 hours completed & turned in by Homecoming, 33 hours completed & turned in by Winter Formal, and 35 hours completed & turned in by Prom/Day Out of School)
- Seniors (must have 45 hours completed & turned in by Homecoming, 48 hours completed & turned in by Winter Formal, and 50 hours completed & turned in by Prom/Day Out of School)

DRIVER EDUCATION

Students successfully completing driver education at Centennial will receive three (3) credit hours. Driver education grades do not count toward student grade point averages.

Section 3 College and Dual Credit Courses

Centennial offers a variety of options for students wanting to earn Centennial and college credit simultaneously (dual credit) and/or college credit while in high school. As a general rule, students must pay all costs associated with such post-secondary courses. Students and/or parents should talk to the guidance counselor to inquire about options available to Centennial students. Grades and credits for the aforementioned college and dual credit courses will be handled as follows:

Dual Credit Classes Taught by a Centennial Teacher or Through a Centennial Cooperative

(EX - Calculus, Advanced Algebra, Advanced Biology, etc.):

Students will be graded on the Centennial Grading System listed earlier in this section and the semester 1 and semester 2 grades will be factored into the student's Grade Point Average (GPA). The credit hours earned in dual credit courses counts towards the 240 hours needed to graduate from Centennial.

Dual Credit Classes Taught by a Non-Centennial Teacher

(EX - Any SENCAP {Southeast Nebraska Career Academy Partnership} courses):

Students will be graded on whatever grading system is shared by the teacher at the beginning of the course and will be on the student's transcript as either PASS or FAIL for semester 1 and semester 2. Pass/Fail courses are not factored into the student's GPA. Despite the GPA not being affected, the credit hours earned count towards the 240 hours needed to graduate from Centennial.

College Courses

(EX - Any college classes that students work on independently while in high school):

Students will be graded on the respective grading system that the college and/or professor shares at the beginning of the course. College coursework is not listed on a student's Centennial transcript. It will be the student's responsibility to get transcripts for their college coursework to the post-secondary school that they attend after graduation from Centennial. College coursework does not count towards the 240 hours needed to graduate from Centennial.

Section 4 Class Competition

Centennial High School classes will be involved in some friendly competition throughout the school year. Grades 9-12 will be judged on the following:

1. Highest quarterly grade point average
2. Quarterly attendance
3. Quarterly tardies
4. Parent/guardian attendance at parent/teacher conference
5. Bronco Week Activities
6. Other activities deemed necessary by principal.

Scoring

1 st place	. . . 20 points
2 nd place	. . . 15 points
3 rd place	. . . 10 points
4 th place	. . . 5 points

As a reward for winning the class competition, the winning class will be excused from school for one day. **In the situation that there is a tie between two classes, PBIS Rewards points will be used to break the tie.**

Section 5 Schedule Changes

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

Section 6 Commencement

No student shall receive a diploma for graduation unless he/she has previously met the requirements for graduation prior to the graduation ceremony. Students who have not met the requirements for graduation at the time of commencement may not participate in the ceremony unless the principal rules otherwise. Commencement is considered an extracurricular activity and students that are in violation of the Centennial Extracurricular Activity Code of Conduct may not be allowed to participate.

As seniors near graduation, all are reminded that participation in the Commencement Exercise is dependent upon successfully meeting all academic and non-academic requirements in a timely manner. Centennial does not award certificates of attendance to non-graduates. School officials will not accept excuses, i.e. "I sent my senior announcements to my family and friends," for granting participation in this exercise. It is the student's responsibility to check on grade status and related issues prior to sending out announcements.

Section 7 Promotion/Retention

Students in grades 7 & 8 need to average a 70% in their four core classes (English, Math, Science, & Social Studies) in order to advance to the next grade level. Students who do not meet the 70% guideline will be considered on a case by case basis, and a meeting with the parties involved will be scheduled to discuss promotion/retention and the possibility of attending summer school. If possible, this will include the student, parents/guardians, teachers, guidance counselor, and principal. Areas given consideration will be grades, test scores, and maturity. Parent cooperation is desired but if a unanimous decision cannot be reached, the final decision will be made by the secondary principal.

Students in grades 10-11-12 will maintain grade classification by the total number of hours earned; 60 hours for Sophomores, 120 hours for Juniors, and 180 hours for Seniors. A student must earn the necessary hours for graduation set by the Centennial Public School Board of Education. Requirements are 160 hours of required subjects and 80 hours of elective subjects for a total of 240 hours.

Section 8 Mandatory Lunch Study Hall

The office will run a "Downlist" every Monday (or first day of the week that school is in session) at 9AM. Students who are failing two or more classes OR who have been failing one class for 3 or more consecutive weeks will be listed as "Down." Students on the downlist for the week will be required to attend a lunch study hall on Tuesday and Thursday during their lunch time. Junior high study hall will begin at 11:47AM, and high school study hall will begin at 12:36PM. Students who are late will be considered tardy. Students who attempt to skip will be dealt with as if they were attempting to skip a regularly scheduled class. Students may bring a sack lunch from home or may purchase a lunch from the school to eat while they are working on their studies. Lunch study hall will be supervised by teachers who will be able to assist students if needed. Students who are down should take advantage of this study time and do their best to raise their grades to a passing level.

Section 9 9th Period Academic Assistance

Students may use 9th period (3:35-4:00PM) to complete late or missing work. Teachers will assign a 9th period to students that have missing work or do not meet deadlines for makeup work from excused or unexcused absences.

Section 10 Progress Reports

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

Section 11 Report Cards

Report cards are issued at the end of each quarter (or nine-week sessions). Letter grades are used to designate a student's progress. Incompletes shall be designated by an "I".

Section 12 Parent-Teacher Conferences

Parent-teacher conferences will be held this year during the 1st quarter and 3rd quarter. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by contacting the teacher directly or calling the school office and making arrangements with one or more teachers as needed.

Section 13 Honor Roll

The purpose of the honor roll is to recognize those students who demonstrate academic excellence. Honor rolls will be determined for 1st, 2nd, 3rd, and 4th quarters. Students will be recognized accordingly. In order to be eligible for the honor roll, must have less than 5 unexcused absences in the quarter and less than 10 unexcused absences in the semester.

Section 14 Scholarship and Honor Roll Awards

Students maintaining a 3.5 or a 3.0 average over a defined period of three (3) consecutive semesters during grades 10-12 of their high school career shall be awarded medals for scholarship at Honors Night. After students have accumulated their first three (3) consecutive semesters and have won their first award, the first two (2) semesters of these three (3) will be dropped from the records, and the students must again accumulate another three (3) consecutive semester 3.5 or 3.0 average before winning a second award. This procedure will continue throughout their high school career and, if the stated average is maintained all four (4) years of high school, the student would be able to win a total

of three (3) awards. Those students whose averages fall within the stated categories must be carrying 25 hours per semester. Assistantships are not considered a class.

A gold medal shall be awarded to those students who maintain a 3.5 or above average, and the medal shall read Honor Student/Scholarship.

A silver medal shall be awarded to those students who maintain a 3.0 to 3.5 average, and the medal shall read Honorable Mention/Scholarship.

Seventh, Eighth, and Ninth grade students who maintain a three (3) consecutive quarter average of 3.5 or 3.0 will be awarded certificates at Honors' Night. For those students with a 3.5 average or above, the certificates shall read Honor Student. For those students with a 3.0 to 3.5 average, the certificates shall read Honorable Mention.

The point system used to figure the averages will be as follows:

A = 4 points B = 3 points C = 2 points

Any student receiving a D or F will not be considered for Scholarship or Honor Roll awards.

An example of how this might work: A student carrying 25 hours and earning three (3) A's, one (1) B, and one (1) C would have a total of 17 points. This 17 divided by the five (5) classes he or she is carrying would give him or her a 3.4 average.

Honor roll and Honorable Mention for quarter and semester honor rolls will be awarded on the same grade point averages as the scholarship awards.

Section 15 President's Education Award

The President's Education Award program is designed to recognize those students at the exit grades of 8 and 12 in our school who have maintained a B (3.3) or above grade average and have scored at or above the 80th percentile on a standardized test during their junior high and high school careers.

Section 16 National Honor Society

The National Honor Society chapter of Centennial Public School is a duly chartered and affiliated chapter of this prestigious national organization.

Selection Guidelines

The faculty council will use the following guidelines in their consideration of candidates for membership in the National Honor Society:

1. Leadership – The student who exercises leadership:
 - Is resourceful in applying principles and making suggestions
 - Demonstrates initiative in promoting school activities
 - Exercises influence on peers in upholding school ideals
 - Contributes ideas that improve the civic life of the school
 - Is able to delegate responsibilities
 - Exemplifies positive attitudes
 - Inspires positive behavior in others
 - Demonstrates academic initiative

- Successfully holds school offices or positions of responsibility, conducts business effectively and efficiently, and without prodding, demonstrates reliability and dependability
- Is a forerunner in the classroom, at work, and in school or community activities
- Is thoroughly dependable in any responsibility accepted

2. Service – The student who serves:

- Is willing to uphold scholarship and maintain a loyal school attitude
- Participates in some outside activity: Scouts, church groups, volunteer services for the aged, poor, disadvantaged; family duties
- Volunteers dependable and well-organized assistance, is gladly available, and is willing to sacrifice to offer assistance
- Works well with others and is willing to take on difficult or inconspicuous responsibilities
- Cheerfully and enthusiastically renders any requested service to the school
- Is willing to represent the class or school in inter-class and interscholastic competition
- Does committee work efficiently and without complaint
- Shows courtesy by assisting visitors, teachers, and students

3. Character—The student of character:

- Takes criticism willingly and accepts recommendations graciously
- Consistently exemplifies desirable qualities of behavior (cheerfulness, friendliness, poise, stability)
- Upholds principles of morality and ethics
- Cooperates by complying with school regulations concerning property, programs, office, halls, etc.
- Has powers of concentration and sustained attention as shown by perseverance and application to studies
- Manifests truthfulness in acknowledging obedience to rules, avoiding cheating in written work, and showing unwillingness to profit by the mistakes of others
- Actively helps rid the school of bad influences or environment

Removal from National Honor Society

A student may be removed from the NHS by action of the principal upon a determination by the principal that the student:

1. Prior Conduct. Engaged in conduct prior to induction which was not known at the time of induction and which, if known, would have caused denial of induction;
2. Post-Induction Conduct. Engaged in conduct after induction which is grounds for a student to be long-term suspended or expelled from school under the student code of conduct contained in this handbook, which is grounds for suspension or removal from any extracurricular activity of the school, or which would cause denial of induction if such conduct had taken place prior to the time of induction.

The student may appeal the principal's decision to the superintendent by giving written notice of appeal to the superintendent within ten calendar days of receipt of the principal's removal decision. The

appeal procedures shall be established at the discretion of the superintendent such as to allow a fair opportunity for the student's views and information to be considered. The decision of the superintendent on the appeal shall be final.

Section 17 Act Exam

Students taking the ACT Exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

Section 18 Academic Integrity

A. Policy Statement

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

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

B. Definitions

The following definitions provide a guide to the standards of academic integrity:

1. "Cheating" means to intentionally misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

Cheating includes, but is not limited to:

(a) Tests

(includes tests, quizzes, and other examinations or academic performances):

(1) Advance Information: Obtaining, reviewing, or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(2) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices, or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

(3) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.

(4) Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.

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

C. **Sanctions**

The following sanctions will occur for academic integrity offenses:

1. Academic Sanction. The instructor will refuse to accept the student's work in which the cheating or plagiarism took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes

the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.

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

Section 19 Academic Probation

Students that do not pass their courses or demonstrate adequate progress towards their diploma will be considered for Academic Probation on a case by case basis. If placed on Academic Probation, students are unable to participate in or attend any extracurricular events outside of the school day. Additional supports may be enacted on a case-by-case basis as well in order to help the student be more successful. Academic Probation will be reevaluated at the end of each quarter.

ARTICLE 6 – SUPPORT SERVICES

Section 1 Special Education Identification and Placement Procedures

What Does Special Education Mean?

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

How are Students With Disabilities Identified?

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

Students Who May Benefit

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

Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due

process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

Reevaluation

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

Individual Education Program (IEP)

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

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

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

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

Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated to the maximum extent possible with students who do not have disabilities. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools, or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. Determination of a student's educational placement will be made by a team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities. Team members know the available programs and services which might help the student. Parents are asked for written consent to determine whether they approve of the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification, or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

Alternative Programs

Parents have a right to know about available private and public programs, other than those offered by the schools. The school district staff will provide information about those programs on request. If

parents place the student in one of those programs, however, the school district is not required to pay for the student's education.

Transportation of Students Receiving Special Education

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

Access to Student Records

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

Nonpublic School Students

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

Parental Review of Programs

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

Plans and Budget

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

This is a summary of the Centennial Public School district plan for special education students. Anyone interested in obtaining a copy of the complete district policy or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the superintendent at the Centennial Public School Superintendent's Office.

Section 2 Guidance Services

The Centennial Public School employs a guidance counselor for the purpose of assisting with the District's testing program, to assist with scheduling classes, to assist with college/career planning and for students to discuss problems and resolve conflicts. If students wish to see a counselor, they are encouraged to stop by the counselor's office and make arrangements for an appointment.

Section 3 Health Services

School Nurse

Centennial Public School employs a full-time school nurse. All students who become ill during the school day must visit the nurse's office. If she determines the illness warrants going home, she will initiate such proceedings.

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the

child or others, or that medical consultation is warranted unless the condition resolves. Students with a fever of 100°F or greater need to have a temperature of less than 100°F for at least 24 hours without the aid of fever reducing medication prior to returning to school.

Parents are encouraged to include emergency daytime phone numbers on each child's enrollment card so parents can be reached if their child becomes ill or injured while at school. Parents should also inform the school health office staff of health related information they feel is important for their student's success in the classroom and/or safety at school.

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a "best practice" guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child's health condition or if you know your child has contracted a contagious or communicable disease or condition not otherwise specified in board policy or this handbook, please call the school nurse.

Guidelines for Administering Medication

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:

Prescription medication

(1) Parents/guardians must provide a physician's written authorization for the administration of the medication. (2) Parents/guardians must provide their own written permission for the administration of the medication. (3) The medication must be brought to school in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

Non-prescription medication

(1) Parents/guardians must provide written permission for the administration of the medication. (2) The medication must be brought to the school in the manufacturer's container. (3) 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.

Self-Management of Diabetes or Asthma/Anaphylaxis

Subject to school policy, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis. Parents desiring to develop such a plan should contact the school nurse.

Essential Oils

Use/application in school: No staff member, including the school nurse, will be allowed to administer or diffuse homeopathic remedies such as essential oils, creams, or lotions containing essential oils. Parents may administer these remedies to their own children, unless the scent from these remedies triggers adverse reaction to other students or staff in school.

Rationale:

1. Not FDA regulated;
2. Known to trigger asthma attacks in asthmatics;
3. Known to trigger allergic reactions in some;
4. Chemical sensitivities – headaches, nausea, dizziness, rashes, respiratory difficulty (including asthmatic episodes), and cognitive dysfunction. The more immune-compromised a person is, the more likely they are to have these sensitivities;
5. Seizures – those who are prone to seizures may be adversely affected.

School Health Screening

Children in Preschool and Kindergarten through fourth grade, as well as children in seventh and tenth grades, are screened for vision, hearing, dental defects, height, and weight. Scoliosis screening is not required by the state and will not be done unless a request is made by the parent/guardian. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

Physical and Visual Examination

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

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in school health offices. Unimmunized students may be excluded from school in the event of a disease outbreak.

Summary of the School Immunization Rules and Regulations for the 2023-2024 School Year

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet:

<http://dhhs.ne.gov/Immunization/School-Summary-RR-English.pdf> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) **Updated 01/26/2018**

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be provided within 30 days of enrollment of a student in school for the first time. A certified copy may be obtained from the Bureau of Vital Statistics in the state in which the child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

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

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

Guidelines for Head Lice

Students found to have head lice, louse eggs, or nits will not be permitted at school and will be sent home. Upon discovering the presence of any indication of lice, louse eggs, or nits, the student's parent(s) or guardian(s) will be notified, and if appropriate will be asked to pick up the student from school immediately. Students will not be permitted to return to school until the district finds that no live lice, eggs, or nits can be detected. The parent(s) or guardian(s) will be required to treat the student and accompany the student to school to be examined. **The student cannot ride the school bus until the district has cleared the student to return to school.**

Pregnant or Parenting Students

Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs. 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. The District's policy regarding pregnant or parenting students is fully outlined in the Centennial School Board Policy Manual.

Guidelines for Seizures

The following guidelines are in place in order to consistently deal with student seizures and to involve parents as partners with the school's efforts.

1. **1st Time Seizure:** Emergency medical personnel will be notified and the student will be transported to the emergency room. Parents will be notified immediately as well. A Seizure Plan provided by the family's medical provider will be put into place for the student.
2. **Any Additional Seizures:** The school will follow the student's Seizure Plan that was provided by the family's medical provider.

Section 4 Transportation Services

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses which are listed in **Article 8** under **Student Conduct Expectations**.

Section 5 Seward County Wellness for All Services

Centennial Public School, in cooperation with Milford Public Schools, Seward Public Schools, Memorial Health, ESU 6, and ESU 5, participates in the Seward County Wellness for All program. Through this

program, a Licensed Mental Health Professional will provide support to all students and staff members through tier one interventions and programming. Individual counseling will also be available to students with parent/guardian permission.

ARTICLE 7 – DRUGS, ALCOHOL, & TOBACCO

Section 1 Drug-Free Schools

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

Section 2 Education and Prevention

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

Drug and Alcohol Use and Prevention

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

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

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

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

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

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

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning

available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

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

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

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

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.
9. The use or possession of any tobacco product, **including the use of vapor products**, or any other such look-alike product.

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

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

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

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during the educational function or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

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

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

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

Authorized Use

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

Disciplinary Sanctions

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

Intervention

The Centennial Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations, or practices necessary to properly implement this policy. Such regulations, rules, or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations, and practices may include administrative forms, such as checklists, to be used by staff to record observed behavior and to determine the proper plan of action.

Safe and Drug-Free Schools -- Parental Notice

NOTICE TO PARENTS: Pursuant to the provisions of the Every Student Succeeds Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice, the student will be withdrawn from the program or activity to which parental objection has been made.

ARTICLE 8 – STUDENT RIGHTS, CONDUCT, RULES, & REGULATIONS

Section 1 Student Conduct and Discipline Procedures

The common goal of students, parents, faculty, and administration of Centennial Public School is to maintain a school atmosphere which is conducive to learning. In order to achieve this, Centennial Public School will continue to review and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE CENTENNIAL PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

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 and/or attend 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.

Section 2 Forms of School Discipline

Short-Term Suspension:

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Centennial Public School Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The principal or the principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made 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 the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, (not to exceed an additional 48 hours) the principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the principal or administrator ordering the short-term suspension before or at the time the student returns to school. The principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the conditions outlined by the principal at the time of the suspension.
5. A student on short-term suspension shall not be permitted to be on school grounds or at any school activity without the express permission of the principal.

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 or the principal's designee from school or any school function for a period of more than five school days but less than twenty school days on (long-term suspension) the conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Expulsion:

1. Meaning of Expulsion. Expulsion shall mean 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 Board of Education or a committee of school board members 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.

Section 3 Student Conduct Expectations

Students have an opportunity to learn by sharing some of the responsibility for creating a good learning environment. To help maintain a quality instructional environment for all students attending Centennial Public School, all students are expected to refrain from the following conduct.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment

The following conduct shall constitute 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 initiations, defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of "hazing" as defined below. Initiations are prohibited except by permission of the superintendent;
 - i. Engaging in hazing as defined by state law and this policy hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization. Under state criminal law, hazing activities include, but are not limited to, whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with the intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human

consumption, prolonged sleep deprivation, or any brutal treatment or the performance of any unlawful act that endangers the physical or mental health or safety of any person. For purposes of school rules, hazing also includes 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; personal servitude; 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; binge drinking and drinking games; sexual simulation and sexual assault;

- j. 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 message or send e-mail 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;
- k. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- l. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- m. Using any object to simulate possession of a weapon;
- n. 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
- o. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

The length of any suspension, expulsion, or mandatory reassignment shall be as provided or allowed by law.

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 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; or
5. It is a violation of the Nebraska Criminal Code that interferes with school purposes.

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. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. 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 charge.

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:

- 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;
- The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
- A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
- A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
- 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
- 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 to the address provided on the form.

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 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 time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the

hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.

6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.

7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.

8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

9. 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 examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. 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).

- ~~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 charge.~~
- ~~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.~~

Electronic Device Policy

1. PURPOSE AND PHILOSOPHY

Centennial Public School District encourages the appropriate use of electronic devices at school. Although the inappropriate use of electronic devices can be disruptive to the educational process and electronic devices are frequently lost or stolen, Centennial Public School District recognizes the benefits that the incorporation of technology can bring to the curriculum. The District is not responsible for the security and safekeeping of these items and is not financially responsible for any damage, destruction, or

loss of electronic devices. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices. NOTE: By bringing an electronic device to school, students and parents/guardians consent to a search of the device if approved by the administration.

2. DEFINITIONS

“Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, smart watches/Fitbits, e-readers, tablets, personal digital assistants (PDAs), portable game consoles, cameras, digital scanners, laptop computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

3. ELECTRONIC DEVICE USE

3.1 Students enrolled in Centennial Public School District are permitted to possess and use electronic devices during the school day (8:10 a.m.-3:30 p.m.) except as otherwise provided by this policy. Cell phone and text transmitting device (ex: iPod touch, Apple Watch) usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging. Students may have their device(s) with them but must turn them into the “device caddy” upon entering a classroom, follow all rules established by the classroom teacher, may lock them in their school locker (not gym locker), or leave them in their vehicle.

3.1.1 Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a journalism class; student use of a lap top computer for a class presentation).

3.1.2 Electronic devices may be used during the student’s lunch time (middle school students from 11:44 a.m. – 12:14 p.m. OR high school students from 12:33 p.m. – 1:03 p.m.) and during passing periods. At the conclusion of the lunch period, students will turn their device off or to silent and put them in their pocket or return their electronic device to their lockers.

3.1.3 Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan.

4. VIOLATIONS

4.1 Students shall not possess or use electronic devices at any time or place for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or (f) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

4.2 The use of electronic devices in locker rooms, restrooms and other locations where privacy is reasonable expectation is strictly prohibited.

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

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

4.5 **Second Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a double detention, and a conference between the student and his/her parent/guardian and the school principal. The electronic device shall remain in the possession of the school administration until such time as the student serves their double detention and the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

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

4.7 **Subsequent Violations:** Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.

4.8 Students and/or parents/guardians, as applicable, are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices after this time period.

5. **SEARCH:** Electronic devices confiscated under this policy shall be subject to reasonable searches, including search of phone number directory, voice mail, and text messages, upon determination by school officials that the facts and circumstances establish reasonable grounds for believing that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school.

Automobile Use & Driving

Student drivers must know and obey the following rules:

1. Written permission from the principal or his designee is required to drive from school grounds during school hours.
2. Speeding or careless driving on the school grounds and on the streets bordering the school is prohibited.
3. Sitting in cars during the school day is not allowed (this includes the lunch period). If students wish to go to their car for any reason during the day, they must obtain permission from the principal or his designee at the high school office and an adult will accompany the student to their car.
4. Students must leave their cars after arrival at the school.
5. Students must obtain written permission to enter the student parking lot during the school day.
6. Parallel parking will not be permitted in the student parking lot.
7. The driveway must be kept clear in the parking lot. Cars will not be permitted to park south of the dividing logs.
8. Students are assigned parking in the designated area north of the building and east of the football field. The closest row to the football field will be assigned to seniors, the next closest row to juniors, the next closest row to sophomores, and the next closest row to freshmen.
9. Students driving vehicles to school will park in the north parking lot. All parking stalls east of the school are reserved for school employees and visitors.
10. When school is dismissed, students are urged to drive with caution. Please remember that elementary students are walking home at this time.
11. Be mindful of the pedestrian crossing on Centennial Avenue north of the school prior to and following school. Pedestrians have the right of way, therefore automobiles should stop and let

- pedestrians cross prior to proceeding.
12. Students violating safe driving practices may be suspended and may be prohibited from driving their vehicles to school.
 13. For safety reasons, students will be allowed to drive only bicycles and properly licensed motor vehicles to and from school.
 14. For safety reasons, students will be required to ride inside cars and pick-up cabs while these vehicles are driven on school grounds.
 15. Student vehicles parked inappropriately will be dealt with in the following manner:
 - 1st offense—a warning ticket will be issued
 - 2nd offense—a warning will be issued and parking will be assigned at the discretion of the administration for the remainder of the quarter/semester
 - 3rd and additional offenses--students will not be allowed to park on the school grounds for the remainder of the school year
 16. By driving personal vehicles to school and parking on school grounds, students consent to having that vehicle searched by school officials when they have reasonable suspicion that such a search will reveal a violation of school rules.

Any exception to the above rules must have written permission from parents and the principal. Authority for the Board of Education to exercise control in student cars driven to school originates with the prerogative in the law termed “in loco parentis.”

Please remember that children will be walking to and from school, and their safety is a primary concern.

Cheating/Plagiarism

Should a student be guilty of cheating, the teacher shall collect the paper, mark a zero for the work, and notify the parent and office immediately as to the action taken. The second offense will bring an automatic in-school suspension. Additional offenses will result in more severe disciplinary action. See **Academic Integrity in Article 5** for additional information regarding Cheating/Plagiarism.

Food & Pop

Gum, breath mints, and cough drops will be permitted as long as wrappers are disposed of properly and gum is kept off all school and personal property. All food must be consumed in the lunchroom, commons area, or lunch study hall room during the lunch period.

The following is the list of areas in which it is appropriate to consume food or drink:

- Lunch Room
- Family Consumer Science Room
- Gym
- Vo-Ag Room
- Art Room
- Teacher's Workplace
- Commons Area/Concessions Area

Students will be allowed to carry water to their classes.

Requirements of water being carried:

- Must be in a clear plastic water bottle
- Must include a cap (screw on or pull type)
- No personalized plastic or Styrofoam cups

If it is a safety hazard (example: Chemistry lab) to have water during class, the classroom teacher has

the right to ask for all water bottles to remain out of the classroom on this day.

If carrying water bottles to class interferes with the normal routine of the school day, consequences will be enforced.

Initiation Into Classes & Activities

The practice of holding an initiation (hazing) into classes or organizations of Centennial Public School is prohibited. Initiations are defined as any ritualistic expectations, requirements, or activities placed upon new members of a school organization for the purpose of admission into the organization, even if those activities do not rise to the level of “hazing” as defined below. Initiations are prohibited except by permission of the superintendent. Hazing is defined as any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of any individual for the purpose of initiation into, admission into, affiliation with, or continued membership in any school organization.

Students should receive assistance and encouragement to become worthwhile members of group activities and to contribute to activities that have educational value. Students who participate in non-approved initiations or hazing after-school or before-school, as well as during the school day, will be subject to disciplinary action as permitted by policy and law.

The philosophy of Centennial Public School provides for individual dignity and personal pride for all students. Hazing and initiation ceremonies are considered incompatible with the fundamental privilege of a member of the Centennial Public School student body. Exception: The National Honor Society, FFA, and some other organizations have rather formal initiation ceremonies that are in the best interest of the students.

Transportation Policy:

It is the belief of the Centennial Board of Education that students must be well-behaved when riding school buses. The Board of Education believes this is a necessary part of safe transportation. The following list contains examples of behavior that will not be tolerated on school buses:

1. Moving about on the bus when the bus is in motion;
2. Use of profanity, engaging in obscene behavior such as, but not limited to, displaying obscene materials, hand gestures, or using obscene speech or other obscene communication;
3. Excessive noise (determined by the bus driver);
4. Teasing or harassing other students or the driver;
5. Throwing of objects;
6. Failure to sit in an assigned seat if a driver deems this necessary;
7. Any disruptive actions;
8. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
9. Willfully causing or attempting to cause substantial damage to private or school property, stealing or attempting to steal private or school property of substantial value, or repeated damage or theft involving private or school property of small value (students causing damage to a school bus will be required to pay for repair or replacement costs);

10. Causing or attempting to cause physical injury to a school employee or to any student. Physical 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;
11. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student;
12. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon;
13. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or alcoholic liquor or tobacco products or vapor products or any other such look-alike products;
14. Snakes will not be allowed on buses. Advance approval (preferably one day) must be obtained from the bus driver to board other animals. Animals must be in plastic or cardboard containers. NO GLASS CONTAINERS WILL BE ALLOWED. Containers shall be taped shut to prevent accidental opening.
15. Consumption of any food/drinks will not be permitted on the bus routes;
16. Bus drivers/van drivers have the authority to report to the appropriate principal any school rule violations at bus stops or within view of the bus stops. The principals will have the authority to discipline students for school rule violations;
17. 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;
18. A repeated violation of any rules validly established pursuant to section 79-4, 176 of this act if such violations constitute a substantial interference with school purposes.

Bus drivers have the primary responsibility of maintaining order and discipline of all student passengers. Students receive a copy of the Transportation Policy at the outset of each school year. Drivers are to read this policy to the students so everyone is aware of expectations and discipline measures.

Prior to reporting any student behavior problems, the bus driver/transportation supervisor may administer his/her own discipline alternatives. These alternatives may include a student/parent conference, requiring the student to wash the bus, sweep out the bus, wash the inside windows, clean out between the seats, etc.

When the bus driver/transportation supervisor feels his/her efforts to effectively modify student behavior have been unsuccessful, he/she will complete an Unsatisfactory Bus Conduct Report and forward it to the appropriate principal. The principal, upon receiving and confirming the report, will take the following steps:

FIRST OFFENSE

If a student is suspected of breaking one of the above mentioned examples, said student will meet with the driver, principal, or superintendent. The student will receive a warning. A certified letter will be sent to the parents/guardians informing them of their child's behavior and outlining the consequences of any repeated violations.

SECOND OFFENSE

The principal may deny any student the right to ride the bus for up to five (5) days. A certified letter will be sent to the parents/guardians notifying them of the decision.

Parents/guardians may be requested to meet with the bus driver, student, principal, and transportation supervisor prior to riding the bus again.

FUTURE OFFENSES

The student will be denied the right to ride the school bus for the remainder of the semester. A certified letter will be sent to the parents/guardians notifying them of the decision.

Note: For more serious violations, students may be disciplined under 79-4170 - 79-4205 (Board Policy 502.2) in lieu of the above.

A note or phone call from a parent/guardian will be required before a driver will allow a student to get off the bus at a location other than his/her regular unloading area.

Altering Bus Routes - If some students are not riding the bus on certain days, drivers may vary their routes. Bad road conditions may also cause a bus driver to alter the route.

Activity Bus

An activity bus will transport students to Beaver Crossing, Gresham, and Waco after activity practice daily. Students must sign up to ride the activity bus each day that they intend to ride on the sheets located on the bulletin board across from the HS office. Activity drivers will not unload students enroute. Students who are not out for an activity may ride the activity bus with special permission from the principal's office. Students serving a detention will not be permitted to ride the activity bus. (Exception: Students may ride the bus if they attend and participate in practice after serving their detention.)

Media Center Use

Students are welcome to come to the media center to carry out research or to select reading materials. The following procedures will be followed:

1. Upon arrival in the media center, students shall present their pass to the adult in charge. Passes will be kept at the desk until departure.
2. A student must have a pre-signed pass from the teacher for whom he/she is doing assignments to be released from study halls, etc., in order to use the media center for research.
3. A student may get a pass from any teacher in order to come into the media center to select reading materials to read in their study hall/classroom. Once a selection is made, the student is expected to return to his/her study hall or class.
4. Students wishing to read current magazines found in the blue binders may sign these materials out at the check-out desk to read in their study hall/classroom for one period. Such materials are due back before the end of the period.
5. Any student not engaged in research or the selection of reading materials will be asked to leave the media center.
6. Any student disrupting others by loud talking or other means will be asked to leave the media center immediately.
7. No book bags will be allowed in the media center.
8. Detentions may be assigned when overdue materials are not renewed or returned.

9. Upon check-out, students shall have the supervising adult sign their pass.

Internet Safety and Acceptable Use Policy

A. Internet Safety Policy

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

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.

6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

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

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources of the District or made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District technology resources is a privilege and not a right. The Superintendent or designee shall develop appropriate user agreements and shall require that employees, students (and their parents or guardians), and others to sign such user agreements as a condition of access to the technology resources, as the Superintendent determines appropriate. Parents and guardians of students in programs operated by the District shall inform the Superintendent or designee in writing if they do not want their child to have access.
The Superintendent and designees are authorized and directed to establish and implement such other regulations, forms, procedures, guidelines, and standards to implement this Policy.
The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.
3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses.
The following are unacceptable uses of the technology resources:
 - a. Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
 - b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters.
Occasional use that the Superintendent or designee determines to ultimately facilitate the mission of the District is not prohibited by this provision. Examples of occasional use that may be determined to ultimately facilitate the mission of the District: sending an e-mail to a minor child or spouse; sending an e-mail related to a community group in which an employee is a member where the membership in the community group facilitates the District's mission.
This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.
The occasional use exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for non-school use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
 - d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
 - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members). Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 2. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 3. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 4. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 5. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - 6. Users shall not engage in any form of vandalism of the technology resources.
 - 7. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
 - e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
 - 1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
 - 4. to engage in or promote violations of student conduct rules.
 - 5. to engage in illegal activity, such as gambling.
 - 6. in a manner contrary to copyright laws.
 - 7. in a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.

6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.
Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.
The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Superintendent. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.
7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system. All technology equipment shall be used under the supervision of the Superintendent and the Superintendent's designees.
8. Sanctions. Violation of the policies and procedures concerning the use of the District technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

Legal Reference: Children's Internet Protection Act, 47 USC § 254
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Date of Adoption: June 11, 2012

Computer Lab Use

A student must have a pre-signed pass from the teacher for which he/she is doing assignments to be released from study halls, etc. in order to have the privilege of working in the Computer Lab.

Computer Lab Rules & Regulations

1. The student signs in with his/her name, class, computer number, and time of arrival. He/she will pin the pink pass to the bulletin board. When leaving the lab, he/she will sign out with the time of departure and have either Mr. Tesar, Mr. Barjenbruch, Mrs. Pankoke, or other principal designee sign the pass.

2. “Pass” students using the lab will use an available computer nearest the north end of the room.
3. “Pass” students are not to interfere with or interact with students in the room who are there as part of an organized class.
4. Any student not working on a computer will be asked to leave the lab.
5. If there are no computers available in the lab, students should check with Mr. Tesar, Mr. Barjenbruch, or Mrs. Pankoke for computer accessibility in their classrooms.
6. Students must do only school-related work in the computer lab. Games will not be permitted; playing games will cause immediate dismissal from the lab.
7. Students who are unable to log onto the computer system through one of their classes may contact Mr. Tesar, Mr. Barjenbruch, or Mrs. Pankoke to gain access to the computers.

Teachers Scheduling Computer Lab Use For An Entire Class

When a teacher wants to take his/her entire class to the computer lab, please reserve the lab in the Google Calendar using the “Middle Lab” calendar to indicate the dates, the class periods, and the number of computers needed. Because many teachers will want to use the lab at various times, it is understandable that we will all need to be flexible.

Teachers must accompany their classes to the lab when the entire class is working.

Parent Permission Letter

Parent/guardian written permission must be given the school for the privilege of accessing the Internet. An **Acceptable Use Agreement** form will be given to each student user. The first two pages of the AUA list the rules and sanctions of Computer Technology Use and are to be kept on file by the parent/guardian. The third page must be signed and returned to the office or technology coordinator before access to computers will be granted.

Risks of Facebook, Snapchat, Twitter, Instagram, TikTok, and other Social Networking

The purpose of this message is to give our students information about the risks of using Facebook, Pinterest, Twitter, Instagram, Snapchat, TikTok, and similar social networking sites.

These sites are public sources of information. The information may be seen by school administrators, parents, and law enforcement. It is also accessible to people who users don't even know now, but may later want to impress—such as university admissions and scholarship officials and prospective employers. In fact, many large companies now search the internet as a means of conducting background checks on job applicants. What users say now on Facebook may affect him/her years later.

What students say now on Facebook and other social media sites may also affect them right now. Pictures or writings that show that a student has violated the student conduct rules may result in school discipline. A picture of a student drinking a beer may very well lead to a suspension from activities if the school learns about it. Criminal charges may be filed against students based on information posted on social media.

MySpace has published a Guide for schools with some suggestions that we would like to share. Here are some common sense guidelines that all users should follow when using MySpace and the Internet in general:

- Don't forget that your profile and MySpace forums are public spaces. Don't post anything you wouldn't want the world to know (e.g., your phone number, address, IM screens name, or specific whereabouts).
- Avoid posting anything that would make it easy for a stranger to find you, such as where you hang out every day after school.
- People aren't always who they say they are. Be careful about adding strangers to your friends list. It's fun to connect with new MySpace friends from all over the world, but avoid meeting people in person whom you do not fully know. If you must meet someone, do it in a public place and bring a friend or trusted adult.
- Harassment, hate speech, and inappropriate content should be reported. If you feel someone's behavior is inappropriate, react. Talk with a trusted adult, or report it to MySpace or the authorities.
- Don't post anything that would embarrass you later. Think twice before posting a photo or information you wouldn't want your parents or boss to see!
- Don't mislead people into thinking that you're older or younger. If you lie about your age, MySpace will delete your profile.

We urge all students to following these common sense guidelines when online.

Laser Pens/Pointers

Students are prohibited from the use and/or possession of any laser device in school or at any school sponsored activity. Use or possession of these devices at school sponsored activities will result in confiscation of the laser device and immediate removal from the activity. Laser pointers may be allowed for in-class demonstrations or presentations with teacher approval.

Harassment & Bullying Policy

Students are prohibited from engaging in any form 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.

The disciplinary consequences for bullying will depend on the severity, frequency, duration, and effect of the behavior and may result in sanctions up to and including suspension or expulsion. Students who believe they are being bullied should immediately inform a teacher or the building principal. Students may always confer with their parents or guardians about bullying they experience or witness, but the student must also ultimately report the situation to a teacher or administrator. If students are not comfortable reporting the situation to a teacher or administrator, they are encouraged to use the district's anonymous platform, [Vector Alert Tipline](#), to make this report.

It is the policy of Centennial Public School that “bullying” type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. Students and parents are advised that other response measures are also in place and set forth in of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, racial harassment, etc.).

Step I: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school’s opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.

Step II: The second time school personnel become aware of a harassment incident, the accused student’s parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.

Step III: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.

Step IV: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Harassment and Bullying Program--Levels:

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

Level I: The guidelines for a Level I placement are listed below.

- a) The length of the assignment will be for a minimum of two weeks.
- b) The student will report to the office no later than 8:05 a.m. each morning.
- c) The student will eat on campus at an assigned table.
- d) The student will report to an assigned room at the end of the day and will remain until 3:55 p.m. This will allow all other students to leave the school grounds in safety.

Level II: The guidelines for a Level II placement are listed below.

- a) The length of the assignment will be for a minimum of two weeks.
- b) The student will report to the office no later than 8:05 a.m. in the morning.
- c) The student will eat on campus at an assigned table.
- d) The student will report to an assigned room at the end of the day and remain until 3:55 p.m.

- e) The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the student at the end of the passing period. The student will then have three minutes to get to his/her next class.

Level III: This is a long-term assignment. The guidelines are listed below.

- a) All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

Bullying Investigations

School district staff will investigate allegations for 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.

Inappropriate Public Displays of Affection (PDA or IPDA)

Inappropriate Public Displays of Affection will not be tolerated on school property or at school activities. Such conduct includes: hugging, kissing or any other types of affection that would be considered inappropriate or an undue distraction to others. Students will face the following consequences if this type of behavior occurs.

- 1st Offense:** Student will be confronted and directed to cease.
- 2nd Offense:** Student will be confronted, directed to cease, and parents will be notified.
- 3rd Offense:** Students will be suspended from school for a minimum of 1 day, and the parents and student will need to meet with administrator(s) and counselor.
 - i. If this type of behavior continues, the student could face long-term suspension or expulsion.

Specific Rule Items

The following conduct may result in disciplinary action which, in the event of repeated violations, may result in discipline up to expulsion.

- a. Students are not given locker passes, restroom passes, or telephone passes to leave a classroom or study hall unless special circumstances arise.
- b. Students in the hallway during class time must have a pass with them.
- c. Candy, seeds, etc. are not allowed in the school building or classrooms, without prior approval.
- d. Students are expected to bring all books and necessary materials to class. This includes study halls.
- e. Assignments for all classes are due as assigned by the teacher.
- f. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
- g. Students are to be in their classroom and ready for class on the tardy bell.
- h. Special classes such as Industrial Technology, Art, P.E., and computers courses will have other safety or clean-up rules that will be explained by that teacher which must be followed.
- i. Students are not to bring items to school that are not required for educational purposes as they may be taken from lockers and will not be allowed in the classroom. These items are classified as "nuisance items" and include but are not limited to: a) personal stereos, b) cell phones, c) beepers, and d) laser pointers.
- j. Snow and water balloon handling is prohibited.

Section 5 Reporting Student Law Violations

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 inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Student behavior is always subject to possible legal sanctions, regardless of where the behavior occurs, it shall be the policy of the Centennial Public School to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

1. Knowingly possessing illegal drugs or alcohol.
2. Assault.
3. Vandalism resulting in significant property damage.
4. Theft of school or personal property of a significant nature.
5. Automobile accident.
6. Any other behavior which significantly threatens the health or safety of students, staff, or other persons or which is required by law to be reported.

Section 6 Dating Violence Prevention

The Board prohibits behavior that has a negative impact on student health, welfare, safety, and the school's learning environment. Incidents of dating violence will not be tolerated on school grounds, in district vehicles, or at school-sponsored activities or school-sponsored athletic events.

Dating violence is defined as a pattern of behavior where one person uses threats of, or actually uses physical, sexual, verbal, or emotional abuse to control his or her dating partner. Dating partner means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long-term.

The district will provide appropriate training to staff and incorporate within its educational program age-appropriate dating violence education that shall include, but not be limited to defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships.

Section 7 Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to

assessment them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

- i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.
- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team (team) shall consist of the superintendent, building principals, counselor, teachers, and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is

appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team. Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Section 8 Detention Policy

Detention periods are assigned before and/or after school for school rule violations or actions constituting unacceptable student behavior. Detention periods will be scheduled Monday - Thursday from 7:40 to 8:05 and 3:35 to 4:00. Students are required to report to the assigned room on the date the detention is received. Exception: To allow for students requiring bus transportation to arrange for alternative transportation, these students may serve their assigned detention on the next regularly scheduled school day in which detentions may be served. Example: A detention received on Thursday by a student requiring bus transportation would be allowed to serve the detention on the following Monday. Students should express this need to the teacher assigning the detention so the alternative date may be noted on the detention slip.

Students should understand that any certificated or support staff member in the building has the authority to correct misconduct at any time. Therefore, it is conceivable that any staff member may assign a detention to a student who is in violation of school rules.

Detention Period Rules

1. Detention hall will be held before school and/or after school in a designated classroom. Detention time runs from 7:40 a.m. to 8:05 a.m. before school and 3:35 p.m. to 4:00 p.m. after school.
2. If a student shows up after 7:40 a.m./3:35 p.m. without the principal's approval, he/she will be requested to report the next two (2) school days for detention hall.
3. Detention hall will be used to work on academic work. If a student does not bring work, the student will be assigned the task of copying a section of the Student Handbook. Devices are to be turned into the supervisor upon arriving at detention.
4. Students will be silent and studying the entire 25 minutes.
5. Students will not be allowed to leave the detention hall without the permission of the monitor. (Emergencies only)
6. Failure to attend an assigned detention hall without prior approval of the principal will automatically result in a double detention to be served the following day. **Note: Double detentions are served Monday - Thursday from 3:35 - 4:25. p.m.**
7. Students who fail to serve their double detention will be assigned a day of In-School Suspension and will still be required to serve the double detention on the same day as the In-School Suspension, or

on a date as determined by the principal.

8. Students assigned 2 detentions on the same day will be assigned a day of In-School Suspension or will receive one (1) day assignment to the Saturday Adjustment Center (SAC).
9. Students assigned an excess of three (3) detentions in a quarter will receive one (1) day assignment to the Saturday Adjustment Center (SAC).
10. Additional detentions in excess of four (4) per quarter will result in the student being assigned to the Saturday Adjustment Center (SAC) and/or one (1) to five (5) days of in school suspension.
11. Students waiting for students serving a detention are to wait outside the building or, if severe weather exists, just inside the entryway. Waiting students who create a problem will be assigned a detention period.
12. Bus riders shall not be exempt from detention periods. They shall, however, be allowed one day to make arrangements for a ride home before they make-up their detention periods.
13. Students receiving detentions will not be allowed to ride the activity bus unless they have reported to practice after serving the assigned detention. Students receiving a detention who regularly participate in a sponsored strength training/conditioning program after school must get a bus pass from the weight room instructor. Note: Only students who have been pre-approved and are regular participants in the strength program will be given activity bus passes.

Detentions are very rarely overruled or postponed. If students have a problem involving an assigned detention, Mr. Barga will consider the matter only if it is discussed with the student and the teacher/staff member assigning the detention individually (not as a group of students) prior to the date the detention is to be served. However, some emergencies may merit an overruling or postponement.

Section 9 Saturday Adjustment Center Criteria (SAC)

The principal may assign a student to the Saturday Adjustment Center for the following, but not limited to, reasons:

- failure to respond to detention responsibilities
- receiving more than three detentions in a quarter
- failure to adhere to attendance policies
- excessive office referrals
- any behavior requiring intermediary discipline

Students may also be assigned to the SAC as an alternative to in-school suspension, or if in-school suspension has proven ineffective in changing student behavior. Students will be required to attend the Saturday Adjustment Center on the assigned day and time. Students failing to attend or conduct themselves appropriately while in attendance will be assigned two days of in-school suspension the following week in which school is in session. They will also be rescheduled to attend the next day of scheduled Saturday School.

Saturday Adjustment Center Rules

1. Students must be prompt. Students are to report to the commons area. The doors to the school will be locked at **8:00 a.m.** The session will be held from **8:00 a.m. until noon.** Any student arriving after 8:00 a.m. will be refused admission and considered a "no show."
2. Call in for illness must be made between 7:45 a.m. - 8:00 a.m. to the high school office at 534-2321. The student will be reassigned to the next SAC session. Acceptance of illness excuses will be left solely with the administration and **must** be documented by a medical doctor for consideration.
3. In cases of inclement weather, students will be notified no later than 7:30 a.m.
4. All Student Handbook rules apply.
5. Students must be on task the entire time with absolutely NO talking. Students must bring all homework prior to the start of the session. No locker passes will be allowed.

6. No excuses will be accepted for failure to attend (FTA) Saturday School. Only documented, unforeseen, extenuating circumstances approved by the administration will be considered. Examples might include: death in the family or a medical doctor documented illness.
7. Failure to comply with the rules or showing disrespect for the supervisor will result in dismissal from SAC and two days of in-school suspension the following week. The student will be reassigned to the next day SAC is in session.

ARTICLE 9 – EXTRA-CURRICULAR ACTIVITIES - STUDENT RIGHTS, CONDUCT, RULES, & REGULATIONS

Section 1 Extra-Curricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally, and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community, and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill, and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Equipment

Each participant in the athletic portion of the activities program will be issued a locker to store his/her personal belongings and school equipment that has been checked out. Students should secure their athletic lockers with combination locks.

School-owned clothing or equipment that is checked out to individual students remains the property of the school. The clothing or equipment is not to be used or worn by the student except for the intended use. Each piece of equipment or clothing is to be returned to the instructor or coach when the season or the use for such clothing or equipment is over. Each participant is responsible for all equipment checked out to him/her. Students will be assessed the replacement cost for school equipment that has been checked out to him/her and is lost or stolen.

Warning for Participants and Parents

The purpose of this warning is to bring 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.

Chain of Command

There is a 24 hour rule that is in place where there is no talking with coaches/sponsors/administrators about any issues for the first 24 hours after the completion of the contest.

If a meeting is needed here are the steps in the Chain of Command:

1. Athlete will meet with the coach(es)
2. Athlete and Parent(s) will meet with coach(es)
3. Athlete and Parent(s) will meet with coach(es) and AD
4. Athlete and Parent(s) will meet with coach(es), AD, and Principal
5. A Complaint Form may be filed with the Superintendent and a meeting will be held
6. A meeting will be held with all the previous parties and the Board of Education

Section 2 Physical Examination for Competitive Athletics

Physical Examination

Students who take part in competitive athletics are required to undergo an annual physical examination by a physician. Students will not be allowed to practice or participate in any contest until records of this examination and the physician's approval are on file in the athletic director's office. Students' families are responsible for paying the cost of these examinations.

Physical Condition and Injuries – Sports

A student will not be permitted to participate in a sport activity if the student, his/her parents, coach or athletic trainer feel that the student is not in sufficiently good physical condition. The school principal and/or athletic director will be notified of the student's physical condition if there is a question regarding participation.

If a student sustains a serious physical injury, other than a concussion, that requires a physician's attention, and the student's parents do not want him/her to compete, practice or participate in sports or sports activities, the student must submit his/her physician's written permission before he/she will be permitted to return to practice or to participate in sports or sports activities.

Concussions

Any student who has suffered a confirmed concussion will be removed from play and will be held out of physical participation in contests, practices, physical education, and recess. The student will not be permitted to return to participation until evaluated by an appropriate licensed health care professional and a written and signed clearance form (RTP-Return to Play) is provided by the health care provider and parent. The school will provide concussion educational training to all coaches and staff and provide concussion information to the students and parents. Centennial will provide additional information for parents at the annual sports parent meetings and all parents of students involved in extra curricular activities and their students are required to read and sign off on our "Heads Up Concussion Fact Sheet" in FinalForms. If a parent is unable to attend the annual sports parent meetings or additional information is desired, it can be obtained from numerous internet sites or contact an administrator. It is very important

that communication between the school, student and parents be held to provide a safe environment for our students.

The Centennial Concussion Management Team (CMT) consists of administration, the school nurse, and the athletic trainer. Return to Learn Protocol will be as follows:

1. Concussion occurs; family is notified of possible concussion.
2. Encourage parent to obtain medical confirmation of concussion from a licensed health care provider.
3. Parent signs Release of Information form allowing the school to be notified of concussion by the health care provider and for information sharing.
4. CMT Contact person notified of concussion by parent, coach/sponsor, athletic trainer or health care provider.
5. CMT Contact person informs appropriate school personnel of concussed student and specifies general accommodations from health care provider, if available.
6. CMT implements a gradual Return to Learn Protocol based on the individual needs of the student.
7. CMT documents physical, cognitive, behavioral and emotional symptoms of concussed student and assesses the student's needs based on symptoms.
8. CMT designs individual academic adjustments/accommodation plan with school staff, works with SAT process to coordinate adjustments during recovery, and reviews with student and family.
9. CMT-Teachers monitor the effectiveness of adjustments, accommodations, and symptoms of concussion and report progress/recovery data results to CMT contact person.
10. CMT makes adjustments and readjustments to individual plan until student no longer has special needs in the classroom resulting from the concussion.
11. CMT and family agree the student is symptom free and function is "back to baseline" in classroom.
12. Student returns to the classroom full-time with no adjustments or accommodations.
13. Student successfully completes post-injury ImPACT Test.
14. Parent/guardians deliver medical clearance from healthcare provider to the CMT and parent provides written permission for the Return to Play Progression to begin.
15. Student begins Return to Play Progression after a successful Return to Learn.
16. CMT ensures that the concussion date and adjustments for Return to Learn are documented in the student's file.
17. Once the Return to Play Progression has been successfully completed, the student is cleared for participation without restriction.

Section 3 Extra-Curricular Activity Code of Conduct

This activity code of conduct is supplemental to the Centennial Public School student code of conduct which is in this handbook, and any action taken hereunder may be in addition to any action under the student code of conduct said policy.

Grounds for Extra-Curricular Discipline

The grounds for suspension from practices, participation in interscholastic competition, or other participation in extracurricular activities and competitions are set forth below. In becoming familiar with the conduct rules for extra-curricular activities, participants need to remember that they are not only representing themselves, but also their school and community in all of their actions. Special conduct rules exist for the reasons that:

Participants in Activities Assume Responsibility for Leadership and are Representatives of Our School: Participants in extra-curricular activities assume a leadership role. The student body, the community, and other communities judge our school on the students conduct and attitudes, and

how they contribute to our school spirit and community image. The students' performance and devotion to high ideals make their school and community proud.

Activities are a Privilege: Extra-curricular activities have an important place in the educational program of Centennial Public School. It is a privilege for the students who choose to participate. Students who participate and are accepted into the program are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. It is the belief that accepting responsibility for one's actions is a part of that philosophy.

The conduct rules apply to conduct of the student, regardless of whether the conduct occurs on and off school grounds. (If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct). The conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
3. Sexual assault or attempting to sexually assault any person.
4. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property.
5. Causing or attempting to cause personal injury to a school employee, to a school volunteer, to any student, or to any other person.
6. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
7. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon.
8. Engaging in the selling, using, possessing or dispensing of alcoholic beverages, tobacco, vapor products, narcotics, drugs, controlled substances, or inhalants, or being under the influence of any of the above; or possession of drug paraphernalia. (**Note:** The term "under the influence" for school purposes has a less strict meaning than it does under criminal law. For school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant. In addition, "possession" of alcohol or drugs will be considered to have occurred for purposes of school rules if the student is in such close proximity to alcohol or drug (for example, a student being in a car where alcohol is in the back seat and no adults are present in the car) or to others who are consuming alcohol or drugs (for example, being at a student party at which other students are drinking) that school officials may reasonably determine that the student was in "possession" of the items as well).
9. Engaging in the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401, of the Nebraska statutes, or material represented to be alcoholic beverages, narcotics, drugs, controlled substance or inhalant.
10. Truancy or failure to attend assigned classes or assigned activities.
11. Tardiness to school, assigned classes, or assigned activities.

12. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
13. Public indecency.
14. Repeated violation of any of the rules adopted by the school district or the school.
15. Engaging in any unlawful activity as determined by the United States or the State of Nebraska.
16. Dressing in a manner wherein such dress is dangerous to the student's health and safety or to the health and safety of others or is distractive or indecent to the extent that it interferes with the learning and educational process.
17. Willfully violating the behavioral expectations for those students riding Centennial Public School buses.
18. The knowing and intentional possession, use, or transmission of a firearm or other dangerous weapon in a place where such items are prohibited.
19. The knowing and intentional use of force in causing, or attempting to cause, personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary.
20. Failure to report for the activity at the beginning of each season; reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
21. Failure to participate in regularly scheduled classes on the day of an athletic/activity event.
22. Failure to attend all scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach. Every reasonable effort should be made to notify the coach or supervisor prior to all missed practices or meetings.
23. All other reasonable rules or regulations adopted by the coach or supervisor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or supervisor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.
24. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

Drug, alcohol, and tobacco violations

Students who are found to be in violation of sub-paragraphs 8 or 9 of the above conduct rules shall be subject to the following disciplinary action **if the student or parent "self-reports" the incident to the high school principal or activities director within one week of the violation. If the student or parent does not self-report the violation with the one week window, the disciplinary action for each violation listed below doubles in length and the suspension will begin on the date of the student's next extracurricular activity.**

1. First Violation –

- a. Suspension from extra-curricular program for designated activities for four (4) weeks from the date of findings or violation
- OR-
- b. Students and parents agree to participate in a school-approved program for chemical dependency. Said program must be administered by a certified alcohol and drug abuse counselor and be approved by the school

authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to school's principal or principal's designee. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extra-curricular activities for four (4) weeks from date of finding of violation. The student must not compete or participate in the designated activities for two (2) calendar weeks. All costs associated with the program are to be borne by the student/parent or guardian.

2. Second Violation –

- a. Suspension from extra-curricular program for designated activities for eight (8) weeks from the date of findings or violation

-OR-

- b. Students and parents agree to participate in a school-approved program for chemical dependency. Said program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to school's principal or principal's designee. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extra-curricular activities for eight (8) weeks from date of finding of violation. The student must not compete or participate in the designated activities for four (4) calendar weeks. All costs associated with the program are to be borne by the student/parent or guardian.

3. Subsequent Violations –

- a. Upon finding of a subsequent violation, the student will be suspended from all designated activities for one calendar year from the date of determination that a subsequent violation has occurred.

Procedures for Extracurricular Discipline

Students may be suspended by the principal or the principal's designee from practices or participation in interscholastic competition or participation in extracurricular activities for violation of rules and standards of behavior adopted by the Centennial Public School Board of Education or the administrative staff of the school.

The following procedures will be followed with regard to suspension:

1. The school official(s) considering the suspension will make a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with school purpose.
2. Prior to commencement of the suspension, the student is to be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the school has, and be given the opportunity to explain the student's version of the facts.

3. If the student is not readily available to meet with the school official for this purpose before the suspension is to begin, then the suspension may be imposed at that time so long as the opportunity for the student to hear the charges and evidence and for the student to tell his or her side of the story occurs as soon as reasonably practicable. An effort to schedule a meeting for this purpose should be made by the student and the student's parent or guardian as well. Given the fact that extracurricular activity suspension actions at times need to be taken outside the regular school day, a telephone conference may be used to give the student the opportunity to provide the student's position.
4. Within two school days or such additional time as is reasonably necessary following the suspension, the principal or principal's designee will send a written statement to the student and the student's parents, or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reason for the action taken and the right to a hearing upon request on the specified charges.
5. An opportunity will be afforded the student, parents, or guardian of the student, at their request, to confer on an informal basis with regard with the school official who has imposed the suspension and to give that school official any further information in the student's defense.
6. If the student or student's parents or guardian are not satisfied with the determination of the school official, an informal hearing may be requested before the superintendent. A form to request such a hearing must be signed by the parent or guardian will either be provided with the initial notice letter or be made available in the principal's office. This request must be received by the building principal within five days of receiving the initial written notice of suspension.
7. If a hearing is requested, it shall be held within ten calendar days of the request. The superintendent will notify the participants of the time and place of the hearing within five days of receiving the request. There will be no stay of the penalty imposed pending an appeal.
8. Upon conclusion of the hearing, a written decision will be rendered within five school days. The written decision will be mailed or otherwise delivered to the participant, parents or guardian. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the hearing itself) shall be kept by the school.
9. Nothing contained in this regulation shall prevent the participant, parents, guardian, or representative from discussing and settling the matter with the appropriate school personnel at any stage.lunch

Section 4 Attendance

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy may be ineligible to participate in extracurricular activity contests or performances. Students who have eight or more unexcused absences in the semester of participation may be ineligible to participate in extracurricular activity contests

- or performances. Exceptions may be made for extenuating circumstances and student absences will be considered on a case by case basis.
2. Be on time for all scheduled practices, contests, and departure for contests. In the event a participant is unable to attend a practice or contests, the participant should contact the coach or sponsor in advance.
 3. On the day of a contest, performance, or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity. Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

Section 5 Academic Requirements for Extracurricular Eligibility

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the principal mission and responsibility for each student is to establish a firm academic foundation. Therefore, the following Nebraska School Activities Association (NSAA) and Centennial Public School Eligibility Requirements must be met by all 7-12 grade students in order to be eligible to participate in extracurricular activities:

NSAA – Eligibility Requirements Summary

Eligibility requirements are established by the NSAA in its Constitution and its Bylaws and Approved Rulings. These documents can be found in their entirety online at <http://nsaahome.org/nsaaforms/pdf/elgposter.pdf>. In order to represent Centennial Junior/Senior High School in any activity sponsored by the Nebraska School Activities Association these requirements must be met. Below is a summary of the NSAA's eligibility requirements:

1. Must carry at least 20 semester hours.
2. Must have passing grades in four subjects for the present semester.
3. Must have been enrolled on or before the 11th day of school.
4. Must have passed 20 semester hours the previous semester.
5. Must meet requirements of the school as to conduct, personal habits, and training.

Ineligible if:

1. You were 19 years of age before August 1.
2. You have attended school more than 8 semesters (grades 9-12).
3. You were not enrolled in school by the 11th day of school.
4. You were not in school the immediate preceding semester.
5. You did not receive 20 semester hours of credit the immediate preceding semester.
6. You have graduated from high school.
7. You compete in any athletic contest other than as a representative of your school during the season of the sport involved.
8. You play on an all-star team while a high school undergraduate.
9. You have changed schools without your parents changing domicile.
10. Your parents have changed their domicile to another school district and you have remained in your present school. (Exception: if your parents have moved after school has started, you will be eligible to complete the current school year.) Check the NSAA Yearbook for the definition of legal domicile.

11. You participate in a contest under an assumed name.

Centennial Public School – Academic Eligibility Requirements Grades 7-12

Grades in all subjects, including non-core classes, will be reported at the end of each school week beginning the third week of each quarter (nine week grading period). Any student failing two or more classes OR failing a single class for three consecutive weeks will be ineligible to represent Centennial Public School in interscholastic competition. The period of ineligibility will be from the following Monday to Sunday of the school week when a student has attained ineligible status. The first time each quarter that a student fails to meet the criteria for eligibility, the student will be extended a one-week “grace period” of eligibility to raise his/her grades to meet this policy. Participants will only be given one “grace period” per quarter. Failing two or more classes OR failing a single class for three consecutive weeks at the end of the school week during the quarter after the “grace period” has been used will result in ineligibility. Ineligible students will not be allowed to participate in any extra-curricular activity, including athletic contests, until the above requirement has been met. Students are expected to practice with their team during the ineligibility period unless otherwise told by their coach/sponsor.

Section 6 Student Seating and Sportsmanship at Contests

The Student Section is based upon first come first serve basis. The designated Student Section allows for students to stand and cheer. Anyone not cheering for Centennial and occupying space may be asked to move to allow students wanting to cheer in that spot. The principal will reserve the right for final decisions.

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

1. Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
2. Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
3. Understand that gaining admittance to observe the contest is a privilege, not a license to verbally attack others or be obnoxious. Maintain self-control.
4. Do not “boo,” stomp feet, or make disrespectful remarks toward players or officials.
5. Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
6. Know that noisemakers of any kind are not proper for athletic events.
7. Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
8. Stay off the playing area at all times.
9. Do not disturb others by throwing material onto the playing area.
10. Show respect for officials, coaches, cheerleaders, dance teams, and student-athletes.
11. Pay attention to the half-time program and do not disturb those who are watching.
12. Respect public property by not damaging the equipment or the facility.

13. Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
14. Refrain from the use of alcohol and drugs on the site of the contest.

Section 7 Senior Royalties

A senior may serve on only one of the following royalties:

Bronco Week–King/Queen **Prom**–King/Queen **Athletic**–King/Queen

Section 8 Academic Eligibility Requirements for Officers

Any student in grades 9-12 must be passing four (4) subjects or 20 hours in order to hold a class or organizational office. This average must be maintained each semester. No student may hold more than one of the following major offices in any one year:

1. Student Council president
2. Senior Class president
3. Junior Class president
4. FFA president

Section 9 Dances/Party Rules

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 including Academic Eligibility and being in compliance with the Attendance Policy. More specifically, in order to be eligible for dances, a student must have had less than 5 unexcused absences in the quarter previous to the quarter that the dance is in and must be at less than 5 unexcused absences in the current quarter.

Standards for the administration of school dances and parties:

1. All activities are to be held within the school premises (if facilities are available). These activities will be on either Friday or Saturday night and must terminate no later than midnight, unless otherwise approved by administration.
2. Dances with street shoes are NOT permitted in the new high school gym.
3. The use, possession, or distribution of tobacco, vapor products, alcohol, or illegal drugs will not be permitted at any school function. Any person who has been drinking shall be denied admission to the party or will be detained until parents or guardians are notified and arrangements made to transport the student home.
4. No student will be allowed entrance to the dance after 9:30 p.m. or an announced, designated time set by the principal.
5. Any student leaving the activity will not be allowed to re-enter.
6. Each activity shall be under the sponsorship of a school organization or sponsor.
7. Students are permitted "outside" dates for specific school activities but must file the names of the date in the principal's office and have the appropriate paperwork completed by the deadline. Administration reserves the right to deny the admittance of any outside date. Centennial students will be held responsible for their date's understanding and obeying the rules and regulations pertaining to the activity. No dates over the age of 20 will be allowed to participate.

8. All persons attending the prom must wear either formal or semi-formal attire. Attire for other activities must conform (as a minimum) to the dress for regular school days or to the appropriateness for the event.
9. All activities must have a sponsor present. Events must be approved and scheduled through the principal's office.
10. Any school group, with sponsor authorization, may invite all faculty, board members, and spouses, free of charge.
11. All contracts for dance bands or disc jockeys must have the signature of the principal.

Section 10 School Sponsored Trips

On all activity trips the student must travel to and from the activity in transportation provided by the school. The only exceptions are listed below:

1. Injury to participant which would require alternative transportation.
2. Prior arrangement between the coach/sponsor and participant's parent/guardian. Only parent/guardian may transport a student from an activity, without prior arrangement. The parent/guardian must notify the coach/sponsor in writing of the intent to transport their child(ren) home from the activity.
3. Students will not be permitted to ride home from a school activity with any minor. (Under age 21)

All school sponsored trips are considered an extension of classroom; therefore, all school rules and regulations apply. Participation in classroom related trips will be at the discretion of the classroom teacher and the principal. Students who are struggling academically and/or behaviorally will be considered on a case by case basis.

Section 11 Student Fees Policy

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

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

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

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

1. Participation in extracurricular activities, including extracurricular music courses;
2. Admission fees and transportation charges for spectators attending extracurricular activities;
3. Postsecondary education costs, limited to tuition and fees associated with obtaining credits from the postsecondary institution;
4. Transportation fees for option students not qualifying for free lunches and nonresident

students as allowed by state statute;

5. Copies of student files or records as allowed by state statute;
6. Reimbursement to the district for property lost or damaged by the student;
7. Before-and-after-school or prekindergarten services in accordance with state statute;
8. Summer school or night school; and
9. Breakfast and lunch programs.

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

Waiver for any of the following shall be provided for students who qualify for free or reduced-price lunches:

Section 1 Fees and specialized equipment and specialized attire required for participation in extracurricular activities;

Section 2 Admission fees for onsite district-sponsored extracurricular activities and district transportation charges for spectators attending offsite extracurricular activities; and

Section 3 Materials required for course projects where the project becomes the property of the student upon completion.

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

Section 4 Participation in extracurricular activities;

Section 5 Postsecondary education costs; and

Section 6 Summer school or night school.

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

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

1. Any non-specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified courses and activities;
3. Any materials required for course projects if the project becomes the property of the student upon completion; and
4. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.
5. The superintendent shall also promulgate regulations authorizing and governing the following areas:
6. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
7. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
8. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
9. Deadlines for waivers for all types of fees;
10. Procedures for allowing facilities use for NSAA District events to avoid conflict with this policy;
11. Procedures [to avoid the direct handling of fees; for the handling of fees] for students receiving postsecondary education credits;
12. Procedures for handling of fees related to summer school or night school;
13. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy;
14. Procedures for admitting students on waiver to extracurricular activities; and
15. Procedures for transportation of student spectators to extracurricular activities and collection of any related fees.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1003.3 Complaints.

This policy will be reviewed and re-adopted annually by August 1 at a regular or special meeting of the Board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each student.

Legal Reference: Neb. Constitution, Art VII, Sect. 1
 Neb. Statute 79-215 (tuition)
 79-241 (option student busing)
 79-605 (nonresident busing)
 79-611 (transportation fee)
 79-734 (books, equipment and supplies)
 79-2,104 (student files)
 79-2,125 to 2,134 (student fees law)
 79-1104 (before-and-after-school services)
 79-1106 to 1108 (learners with high ability)

ARTICLE 10 – STATE & FEDERAL PROGRAMS

Section 1 Notice of Discrimination

Centennial Public School does not discriminate on the basis of race, color, national origin, sex, 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: Colin Bargaen

Title: Secondary Principal

Address: PO Box 187, 1301 Centennial Ave, Utica, NE 68456

Telephone: (402) 534-2321

E-mail: colin.bargaen@centennialbroncos.org

For further information on notice of nondiscrimination call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Board Policy 3053 – Nondiscrimination.

Section 2 Designation of Coordinator(s)

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin;	Brad Luce
Title IX	Discrimination or harassment based on sex; gender equity	Colin Bargaen
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Cara Stoll
Homeless student laws	Children who are homeless	Seth Ford
Safe and Drug Free Schools and Communities	Safe and drug free schools	Colin Bargaen

Section 3 Anti-Discrimination and Harrasment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Cara Stoll at (402) 534-2321, cara.stoll@centennialbroncos.org, or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Colin Bargaen at (402) 534-2321, colin.bargaen@centennialbroncos.org, or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact Brad Luce at (402) 534-2321, brad.luce@centennialbroncos.org, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Section 4 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 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 formal 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. Determination Regarding Responsibility

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **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 question 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.

5.6.3 **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:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. 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

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.3. 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.

5.6.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. **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.

5.7.1. **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.

5.7.2. **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:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. 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

5.7.2.3. The Title IX Coordinator, investigator(s), or decisionmaker(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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. **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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. Recordkeeping.

5.9.1. The district will maintain for a period of seven years records of:

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

Section 5 Right of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Section 6 Complaint Procedures

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.

- c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
- 5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
- 6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation

The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities

Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings

The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Section 7 Opting Out of Assessments

The Board of Education has adopted a policy on approval or denial of state and federal assessments opt-out requests, which is based on requirements in law. The policy can be viewed online by visiting: [5018 Parent and Guardian Involvement In Education Practices](#) or can be obtained by submitting a written request to the superintendent.

Section 8 Child Abuse and Neglect

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; or (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

Section 9 Multicultural Education Policy

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The superintendent shall provide the board with a report on the status of the district's multicultural education program annually.

Section 10 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973

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

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

Section 11 Notice Concerning Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Section 12 Routine Directory Information

FERPA 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. The school district has designated the following as directory information:

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 and 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.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental 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.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than September 1, 2019.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily 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 his or her 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.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any re-disclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

Section 13 Notice Concerning Staff Qualifications

The Every Student Succeeds Act of 2015 gives parents/guardians the right to get information about the professional qualifications of their child’s classroom teachers. Upon request, Centennial Public School will give parents/guardians the following information about their child’s classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child’s school building. The information will be provided to you in a timely manner. Finally, Centennial Public School will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the Act.

Section 14 Protection of Pupil Rights

The Centennial 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). This policy can be accessed at this site: [5015 Protection of Pupil Rights](#) or is available upon request from the district office. Parents may opt their student(s) out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. 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.

Section 15 Parent & Guardian Involvement in Education 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, 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 - 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 school 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.

Section 16 Homeless Students Policy

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students:

It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator:

The Superintendent shall serve as the District's designated Homeless Coordinator. The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for why they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children:

A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests,

and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. In the event of an enrollment dispute, the placement shall be at the school in which enrollment is sought, pending resolution of the dispute in accordance with the dispute resolution process. The homeless child shall be immediately enrolled in the school in which the District has determined to place the child, even if the child is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the Centennial Public School, and the homeless child continues to live in the Centennial Public School district, transportation to and from the school or origin shall be provided by the Centennial Public School; and (2) if the homeless child lives in a school district other than the Centennial Public School, but continues to attend the Centennial Public School based on it being the school of origin, the new school and the Centennial Public School shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

Section 17 School Wellness Policy

The Centennial Public School (CPS) District is committed to providing school environments that promote and protect children's health well-being, and ability to learn by supporting healthy eating and physical activity. Therefore, it is the policy of the Centennial Public School District that:

- The school district will engage students, parents, teachers, food service professionals, health professionals, and other interested community members in developing, implementing, monitoring, and reviewing district-wide nutrition and physical activity policies.
- All students in grades K-12 will have opportunities, support, and encouragement to be physically active on a regular basis.
- Foods and beverages sold or served at school will meet the nutrition recommendations of the U.S. Dietary Guidelines for Americans. • Qualified child nutrition professionals will provide students with access to a variety of affordable, nutritious, and appealing foods that meet the health and nutrition needs of students and will provide clean, safe, and pleasant settings and adequate time for students to eat. • To the maximum extent practicable, our district will participate in available federal school meal programs.
- The district will provide nutrition education and physical education to foster lifelong

habits of healthy eating and physical activity.

TO ACHIEVE THESE POLICY GOALS:

I. Wellness Team

The school district will create, strengthen, or work within the existing wellness team to develop, implement, monitor, review, and, as necessary, revise school nutrition and physical activity policies. The team will also serve as resources for implementing these policies. (The wellness team consists of a group of individuals representing the school and community, and may include parents, students, representatives of the school food authority, members of the school board, school administrators, teachers, health professionals, and members of the public.) The team will plan to meet two times/semester.

II. Nutritional Quality of Foods and Beverages Sold and Served on Campus School Meals

Meals served through the National School Food Program will meet, at a minimum, nutrition requirements established by local, state, and federal statutes and regulations.

Free and Reduced-price Meals

CPS will make every effort to eliminate any social stigma attached to, and prevent the overt identification of students who are eligible for free and reduced-price school meals.

A la Carte Items

Are offered in compliance with USDA regulations prohibiting the sale of “foods of minimal nutritional value” where school meals are served or eaten during the meal period.

Competitive Beverages (only the following beverages are allowed) 100% full strength fruit and vegetable juices with no sweeteners (nutritive or non nutritive).

- Water or water flavored with fruit/fruit juices

Definition of Foods of Minimal Nutritional Value

For purposes of this regulations, “foods of minimal nutritional value” has the same meaning as in the federal regulations for the National School Lunch Program. Specific foods of minimal nutritional value include, but are not necessarily limited to:

- a. Soda, pop, energy drinks
- b. Water ices except those which contain fruit or fruit juices
- c. Chewing gum
- d. Processed candies
- e. Fruit snacks or gummies
- f. Non-baked potato chips
- g. Cakes, cookies, brownies

Definition of Healthy Foods

For purposes of this regulation, “healthy foods” means foods that are not foods of minimal nutritional value, and that are low in fats, sodium and sugars, and high per serving in the nutrients which are needed to meet Reference Daily Intakes.

Vending Machines

The sale of foods of minimal nutritional value is not allowed on school property in areas

accessible to students during the school day but will be available outside of school hours.

School Activities/Events

Concession stands at school activities and events will include healthy food choices.

Fundraising Activities

To support children's health and school nutrition-education efforts, CPS will encourage school fundraising activities that do not involve food or will use only food that meet the above nutrition and portion size standards for foods and beverages sold individually. On an infrequent basis foods of minimal nutritional value may be allowed. CPS will also encourage fundraising activities that will promote physical activity.

Snacks

Snacks served during the school day will make a positive contribution to children's diets and health. CPS will assess if and when to offer snacks based on timing of school meals, children's nutritional needs, children's ages, and other considerations.

Rewards

CPS will use foods or beverages that meet the nutrition standards for foods and beverages sold individually (above), as rewards for academic performance or good behavior. CPS will not withhold food or beverages (including food served through school meals) as a punishment.

Celebrations

CPS will limit celebrations that involve food during the school day. The district will provide parents a list of foods that meet the district's snack standards and ideas for healthy celebration/parties.

III. Nutrition and Physical Activity Promotion and Food Marketing Nutrition Education and Promotion

Centennial Public School District aims to teach, encourage, and support healthy eating by students. Schools should provide nutrition education and engage in nutrition promotion that:

- Is offered at each grade level to all students; including those with disabilities, special health care needs and in alternative education settings.
- Encouraged in not only health education classes, but also classroom instruction in subjects such as math, science, language arts, social sciences, and elective subjects;
- Administrators will inform teachers about opportunities to attend training on nutrition and the importance of role modeling healthful habits for students;
- Enables teachers to secure recommended nutrition resources in adequate quantities for their students; and
- Enables teachers to access nutrition resources via Nebraska Action for Healthy Kids website and the Nebraska Department of Education Nutrition Services website.

Family & Community

Parents will be invited to join students for school meals. If a lunch is sent to school, parents are encouraged to pack healthy lunches and snacks. The district will provide parents a list of foods that meet the district's snack standards and ideas for healthy celebrations/parties, rewards, and fundraising activities.

Staff Wellness

Centennial Public School District highly values the health and well-being of every staff member and will plan and implement activities and policies that support personal efforts by staff to maintain a healthy lifestyle.

IV. Physical Activity Opportunities and Physical Education**Daily Physical Education (P.E.) K-12**

- All students in grades, K-12, including students with disabilities, special health-care needs, and in alternative educational settings, will be provided the opportunity to receive daily physical education for the entire school year.
- Students will spend at least 50 percent of physical education class time participating in moderate to vigorous physical activity.
- The curriculum will be sequential and consistent with Nebraska Department of Education Physical Education Essential Learnings for Kindergarten through grade 12.

Daily Recess

- Elementary students will have at least 20 minutes a day of supervised recess, preferably outdoors.
- Moderate to vigorous physical activity will be encouraged verbally and through the provision of adequate space and age-appropriate equipment.

Physical Activity and Punishment

Teachers and other school and community personnel will not use physical activity (e.g., running laps, pushups) or withhold opportunities for physical activity (e.g., recess, physical education) as punishment. (This guideline does not apply to extracurricular sport teams).

Integrating Physical Activity into Classroom Setting

For students to receive the nationally-recommended amount of daily physical activity (i.e., at least 60 minutes per day) and for students to fully embrace regular physical activity as a personal behavior, students need opportunities for physical activity beyond physical education class. Toward that end:

- Classroom health education will complement physical education by reinforcing the knowledge and self-management skills needed to maintain a physically-active lifestyle and to reduce time spent on sedentary activities, such as watching television;
- Opportunities for physical activity will be incorporated into other subject lessons;
- When circumstances make it necessary for students to remain indoors and inactive for two or more hours, the students will be given periodic breaks during which they will be encouraged to stand and be moderately active;
- School administrators will inform teachers about opportunities to attend training on physical activity/physical education and the importance of modeling healthful habits for students; and
- Teachers will be able to access physical education/physical activity resources via Nebraska Action for healthy Kids website and the Nebraska Department of Education PE Health website.

Safe Routes to School

The school district will assess and, if necessary and to the extent possible, make needed improvements to make it safer and easier for students to walk and bike to school. When

appropriate, the district will work together with local public works, public safety, and/or police departments in those efforts. The school district will explore the availability of federal “safe routes to school” funds, administered by the state department of transportation, to finance such improvements.

Use of School Facilities Outside of School Hours

School spaces and facilities should be available to students, staff and community members before and after the school day, on weekends, and during school vacations. These spaces and facilities also should be available to community agencies and organizations offering physical activity and nutrition programs. School policies concerning safety will apply at all times.

Family & Community

Information will be provided to help families incorporate physical activity into the lives of all household members. Families and community members will be encouraged to institute programs that support physical activity.

V. Monitoring and Policy Review

Monitoring

The superintendent or designee will ensure compliance with established district-wide nutrition and physical activity wellness policies. The elementary and high school principal or designee will ensure compliance with those policies in their school and will report on the school's compliance to the school district superintendent or designee.

School food service staff will ensure compliance with nutrition policies within school food service areas and will report on this matter to the superintendent. If the district has not received a SMI review from the state agency within the past five years, the district will request from the state agency that a SMI review be scheduled as soon as possible.

The superintendent or designee will develop a summary report every three years on district-wide compliance with the district's established nutrition and physical activity wellness policies based on both elementary and high school input. That report will be provided to the school board and will be available for public review in the superintendent's office.

Policy Review

To help with the initial development of the district's wellness policies, a baseline assessment of the school's existing nutrition and physical activity environments was conducted in 2017 utilizing the *School Health Index* from the Centers for Disease Control and Prevention. As part of that review, the school district reviewed nutrition and physical activity policies, provisions of an environment that supports healthy eating and physical activity; and nutrition and physical education policies and program elements. The district will as necessary revise the wellness policies and develop work plans to facilitate their implementation and the School Health Index will be reviewed at least every three years.

Adopted on: 6/12/2017

Revised on: _____

Reviewed on: 5/9/2023

Section 18 Breakfast and Lunch Programs

The Centennial Public School has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced-price meals to eligible children in the schools under its jurisdiction. The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine

children's eligibility for free and reduced-price meals in all National School Lunch Programs. The District provides the United States Department of Agriculture's required nondiscrimination statement:

- In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.
- Persons with disabilities who require alternative means of communication for program information (e.g Braille, large print, audiotope, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.
- To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) 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

In fulfilling its responsibilities, the school food authority, Centennial Public School:

1. Agrees to serve meals free to children from families whose income meets eligibility guidelines.
2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.
3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced-price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to: Work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the

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

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

The following attachments will be available in the office of the Superintendent:

- Eligibility criteria for free and reduced meals
- Parent letter and application
- Public release
- Collection procedure

LUNCH TICKETS

Students' lunch money will be credited to a "family account" versus an "individual account." Each day a student eats breakfast (\$2.10) and/or lunch (PK-5th -- \$2.90, 6th-12th -- \$3.00) will be subtracted from the family account. Should three 6th-12th grade children from the same family eat lunch on the same day, \$9.00 would be subtracted from the family account. Students will be notified when there are six meals \$18.00 remaining in the account. Students will still be expected to purchase a minimum of 10 lunches per student \$30.00.

Students purchasing lunches will receive a bar coded lunch ticket. As students go through the lunch line, a computer wand will scan the ticket and deduct the price of the meal from the student's family account.

**RECEIPT OF THE 2023-2024 STUDENT-PARENT HANDBOOK
OF CENTENNIAL PUBLIC SCHOOL**

This Student Handbook is distributed in accordance with Nebraska State Law, Section 79-262, paragraph three which states in part: "Rules and Standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment..."

PARENT/STUDENT AGREEMENT

I have received and read the Student Handbook that describes the Centennial School District's discipline policies, regulations, rules, and expectations to be followed by students enrolled in Centennial Public School, including the Drug Free School Policy. My child and I have discussed these policies and understand that we must comply with them.

RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS

In light of the unique challenges and circumstances posed by the outbreak of the novel coronavirus and the recent promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

**Parent (or guardian) and students are required to sign & return
the receipt form below by August 25, 2023.**

Student #1 Signature: _____ Date: _____

Student #2 Signature: _____ Date: _____

Student #3 Signature: _____ Date: _____

Student #4 Signature: _____ Date: _____

Student #5 Signature: _____ Date: _____

Parent or Legal Guardian's Signature: _____

Date: _____

STUDENT'S INTERNET ACCEPTABLE USE AGREEMENT

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

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

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

Student #1 Name (Printed): _____

Student #1 Signature: _____ Date: _____

Student #2 Name (Printed): _____

Student #2 Signature: _____ Date: _____

Student #3 Name (Printed): _____

Student #3 Signature: _____ Date: _____

Student #4 Name (Printed): _____

Student #4 Signature: _____ Date: _____

Student #5 Name (Printed): _____

Student #5 Signature: _____ Date: _____

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

**Please return this page, signed, to the Centennial Secondary Office no later than Friday,
August 25, 2023.**

Sincerely,

**Colin Bargaen
Secondary Principal**

COMMUNITIES UNITED FOR A BRIGHTER TOMORROW
EMPOWER, CHALLENGE, AND SUPPORT EVERY STUDENT, EVERY DAY.

2023 - 2024



**CENTENNIAL
PUBLIC SCHOOL**

Elementary Student/Parent Handbook

Centennial Public School
Elementary Student/Parent Handbook
2023-24 School Year

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Section 5	Supervision at Dismissal
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Section 14	Recordings Made by Students
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Section 16	Bicycles
Section 17	Personal Items
Section 18	Exercise and Fresh Air
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- Section 6 Truancy
- Section 7 Tardiness
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- Section 2 Promotion and Retention
- Section 3 Interim Reports
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- Section 5 Parent-Teacher Conferences
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 - Pre-Kindergarten through Second Grade Students
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- Section 3 Student Conduct Expectations
 - Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment...
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[Section 2 Designation of Coordinator\(s\)](#)

[Section 3 Anti-Discrimination and Harrasment](#)

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[Section 6 Complaint Procedures](#)

[Section 7 Opting Out of Assessments](#)

[Section 8 Multi-Cultural Education Policy](#)

[Section 9 Notice to Parents of Rights Afforded by Section 504...](#)

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[Section 12 Notice Concerning Staff Qualifications](#)

[Section 13 Protection of Pupil Rights](#)

[Section 14 Parent & Guardian Involvement in Education Practices](#)

[Section 15 Title I Parental Involvement Policy](#)

[Section 16 Homeless Students Policy](#)

[Section 17 School Wellness Policy](#)

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[RECEIPT OF THE 2023-24 STUDENT-PARENT HANDBOOK](#)

[PARENT/STUDENT AGREEMENT](#)

[RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS](#)

[STUDENT'S INTERNET ACCEPTABLE USE AGREEMENT](#)

Section 1 Intent of Handbook

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

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

program and to assure the wellbeing of all students. The administration will be responsible for interpreting the rules contained in the handbook. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon all applicable school district policies, and state and federal statutes and regulations.

Dear Centennial Elementary Parents/Guardians and Students,

We welcome all of you to the start of the 2023-24 school year at Centennial Elementary School. We want you to enjoy the school experience, to profit from the time spent, and to take advantage of the many opportunities offered at Centennial.

The educational experience is a joint effort between student, parent, and school. We at Centennial encourage the students to “put their best foot forward”, and the parents to become actively involved with your child’s education and the school. Cooperation and communication between all parties involved will create the best possible circumstances necessary to meet your child’s educational needs.

The elementary staff and administration look forward to the opportunity to work with parents and students. We wish you a very satisfying, challenging and successful school year.

Sincerely,

Brad Luce, Elementary Principal
and the Centennial Elementary Staff

Section 2 Member of the Board of Education

Name	Position
Jason Richters	President
Mark Avery	Vice-President
Bryce Borchers	Secretary
Doug Cast	Treasurer
Jodi Cast	Member
Derek Tomes	Member

Section 3 Administrative Staff

Name	Position
Ford, Seth	Superintendent

Bargen, Colin	Secondary Principal
Luce, Brad	Elementary Principal
Stoll, Cara	Special Education Director
Wagner, Jenny	Assistant Principal/Activities Director
Tesar, Dan	Operations Director/Technology Coordinator

Section 4 Teachers and Counselors

Name	Department	Grades
Acton, Katie	Vocal Music	K-12
Acton, Nate	Instrumental Music	K-12
Anstine, Alex	Special Education	K-9
Bargen, Jennifer	Mathematics	10-12
Barjenbruch, Craig	Business	7-12
Barjenbruch, Jordan	5th Grade	5
Breitkreutz, Jessica	Technology Integrationist/Library Media Specialist	PK-12
Chrisman, Dana	Preschool	PK
Dannehl, Emma	Art	K-12
Dey, Julie	6th Grade	6
Easter, Cassa	Science	10-12
Eitzmann, Barry	Mathematics	8-12
Fehlhafer, Kelly	Speech-Language Pathologist	PK-12
Fowler, Jarrett	2nd Grade	2
Geiger, Rochelle	Elementary Counselor	PK-6
Heine, Bridget	Kindergarten	K
Hirschfeld, Tricia	Interventionist	4-8
Homolka, Tori	Preschool	PK
Johansen, Rob	Industrial Tech	7-12
Jorgensen, Crystal	3rd Grade	3

Klanecky, Evan	PE	7-12
Klanecky, Nikki	Special Education	7-12
Kloke, Eric	PE	K-6
Kucera, McKenna	4th Grade	4
Morenzoni, Liz	5th Grade	5
Mowinkel, Calyn	Family Consumer Science	7-12
Ortmeier, Jordan	Social Studies/Criminal Justice	10-12
Ortmeier, Mark	Science/PE	K-8
Pankoke, Leah	Business/Technology	7-12
Payne, Phil	Social Studies	7-9
Petersen, Emily	Spanish	8-12
Podliska, Holly	Agriculture	8-12
Pracheil, Molly	3rd Grade	3
Pulliam, Laura	Language Arts	6-8
Rafert, Linda	Title I	K-6
Robinson, Chelsea	Special Education	K-6
Rodine, Drew	Math/Coding and Robotics	6-8
Rodine, Shauna	1st Grade	1
Sams, Brian	Science	9-12
Saunders, Rachel	Language Arts	9-12
Scholl, Cam	Special Education/PE	7-12
Schutt, Kaylee	4th Grade	4
Sloup, Natalie	Preschool	PK
Soliz, Danae	1st Grade	1
Struckman, Amanda	Language Arts	10-12
Stutzman, Edith	2nd Grade	2
Waller, Zachary	Guidance Counselor	7-12
Warm, Molly	Kindergarten	K

Section 5 Support Staff

Name	Position
Tonniges, Lindsey	Nurse
Rhodes, Marge	Bookkeeper
Fickel, Teri	Special Education Secretary
Dickey, Susan	Superintendent Secretary
Jackson, PJ	Secondary Secretary
Fehlhafer, Kara	Secondary Secretary
Crawford, Megan	Elementary Secretary
Fortner, Si	Maintenance Technician
Borncamp, Dieter	Custodian
Borncamp, Socorro	Custodian
Kirkpatrick, Diana	Custodian
Mogee, Nancy	Custodian
Tieken, Tim	Custodian
Wiemer, Nick	Custodian
Adrianne Heater	Head Custodian/Transportation
Brueggemann, Jayson	Athletic Trainer
Bush, Dianne	Food Service
Walgren, Donna	Food Service
Allen, Dani	Food Service
Dumpert, Nicole	Transportation
Erks, Barb	Transportation
Erks, Ron	Transportation
Gierhan, Brenda	Transportation
Gierhan, Bryant	Transportation
Gumaer, Carrie	Transportation
Heine, Kathy	Transportation

Richters, Nancy	Transportation/7-12 Study Hall Supervisor
Steve Fehlhafer	Transportation Supervisor
Ahrens, Julie	Paraprofessional
Yamber, Dana	Media/Paraprofessional
Black, Heather	Paraprofessional
Butzke, Angela	Paraprofessional
Ford, Keshia	Paraprofessional
LeDoux, Sarah	Paraprofessional
Lostroh, Amanda	Paraprofessional
Pavlish, Erin	Paraprofessional
Prochaska, Vicki	Paraprofessional
Rathjen, Teresa	Paraprofessional
Sheehan, Kim	Paraprofessional
Stephens, Kim	Paraprofessional
Stuhr, Wendy	Paraprofessional

Section 6 School Calendar

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	School Closed/ Holidays		Teacher in-Service Day (no school for students)
	P-T Conferences		First and Last Day of School (1:30 Dismissal)
	Start/End of Quarter		Graduation
	2:30pm Dismissal: Inservice		

ARTICLE 1 – MISSION & GOALS

Section 1 School Identity/Mission/Vision Statements

WHO WE ARE...

Communities United for a Brighter Tomorrow

WHAT WE ARE ALL ABOUT...

Empower, Challenge, and Support Every Student, Every Day

WHERE WE ARE HEADED...

We will:

- Engage students in rigorous, relevant and fun learning opportunities that promote academic, physical, social and emotional growth.
- Implement student-centered educational programs that challenge all students to perform at their highest potential.
- Inspire students to be critical thinkers and problem solvers through a variety of methods.
- Support our students when they face challenges and conflicts.
- Build leaders at all grade levels.
- Instill a deep sense of pride in school, community, state and country.
- Build confidence, leadership skills, and workforce skills for all students.
- Provide service opportunities for all students.
- Partner with local businesses and community members to set up real world education, connections and opportunities for all students at all ages.
- Create a positive Culture amongst all employees, families and students.
- Help our students build relationships that last a lifetime.

Section 2 Mutual Respect

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

Section 3 Right of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term “custodial parent” refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students’ records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Section 4 Complaint Procedures

Good communication helps to resolve many misunderstandings and disagreements. This complaint procedure applies to board members, patrons, students and school staff, unless the staff member is subject to a different grievance procedure pursuant to policy or contract. Individuals who have a complaint should discuss their concerns with appropriate school personnel in an effort to resolve problems. When such efforts do not resolve matters satisfactorily, including matters involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age, a complainant should follow the procedures set forth below.

A preponderance of the evidence will be required to discipline a party accused of misconduct. This means that the investigator must conclude that it is more likely than not that misconduct occurred.

Complaint and Appeal Process

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved.

- 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
- 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
- b) Strongly encourage the complainant to reduce his or her concerns to writing.
- c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
- d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.

- d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation. The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Bad Faith or Serial Filings. The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Section 5 Child Abuse and Neglect

School employees will report suspected abuse or neglect of a child as required by state law and school policy. Nebraska law defines abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (1) placed in a situation that endangers his or her life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; or (5) sexually abused; (6) placed in a situation to be sexually exploited through sex trafficking of a minor as defined in state law or by allowing, encouraging, or forcing such person to engage in debauchery, public indecency, or obscene or pornographic photography, films, or depictions; or (7) placed in a situation to be a trafficking victim as defined in state law.

ARTICLE 2 – SCHOOL DAY

Section 1 Daily Schedule

The Centennial Elementary School attendance day begins at 8:10 a.m. and ends at 3:26 p.m. unless otherwise noted. Students are allowed to go to their classrooms beginning at 8:05 a.m.

Section 2 Severe Weather and School Cancellations

SCHOOL CLOSINGS

Advance notice of school closings will be announced by the following radio and TV stations:

KZKX in Lincoln – 96.9 FM

KLKN TV in Lincoln

KAWL in York – 104.9 FM, 1370 AM

KFAB in Omaha – 1110 AM

KOLN TV in Lincoln

KZEN in Central City – 100.3

In addition, the school alert system will be activated.

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

What Not To Do: Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado**

warning. Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather. Every effort will be made to provide accurate and timely information through the media.

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

Tornado Drills: Students are to move quietly and promptly to the location noted by the teacher. Follow all directions that are given.

Fire Drills: Sec. 81-52 of Nebraska School Law requires fire drills to be held once a month. When the alarm sounds, all people (employees included) will file out in a quiet and orderly fashion through the prescribed exit to a predetermined location.

ABSOLUTELY NO RUNNING. The proper exit location from all rooms will be shared by each teacher. When the "return to building" announcement is given, students are requested to return quietly to their respective rooms.

Section 3 Closed Campus

All students are required to remain on campus during the school day.

ARTICLE 3 – USE OF BUILDING & GROUNDS

Section 1 Arrival at School

Students are expected to arrive at school **NO MORE THAN 20 MINUTES PRIOR** to the first class or school program which they are participating. **Prior to that time, the school is not responsible for supervision of the students.** Students are to enter through their assigned entrance and proceed to designated areas.

Section 2 Dismissal from School

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

Section 3 Late Starts and Early Dismissals

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

Section 4 Signing a Child In and Out of School

Parents or guardians are required to sign their children in and/or out of school if they are entering after their first class or leaving prior to their final class. The parent or guardian must report to the main office for this purpose. The schools will only release children to adults designated by the parent.

If there is a special circumstance, such as a court order limiting access to a student by a parent or guardian, affecting who a student can be released to, the parent must inform the Principal and provide the Principal with a copy of that order to maintain on file at the school.

Section 5 Supervision at Dismissal

Parents or guardians of children in grades K to 5, where the child does not use district-provided transportation after dismissal, may request the school or program not release the child to walk home after dismissal unless the child is released to the parent or legal guardian or an escort designated by the parent or guardian. The parent or guardian may designate up to 2 escorts. Parents or guardians requesting their children only be released to the parent or guardian or a designated escort after dismissal must submit a completed written request with the Principal to this effect.

Students who leave before the end of the day are to be signed out by a parent or guardian or an escort designated by the parent or guardian.

Section 6 Emergency Closing Procedures

Parents are requested to provide an emergency contact telephone number to have on file in the event of an emergency closing or any other general or individual situation that requires the immediate presence of a parent/guardian. In the event that parents do not have such a number or cannot be contacted, it will be assumed that the parent has instructed their children concerning the procedure they are to follow should school be dismissed early. Realizing that the school might be unable to reach all parents, it is suggested that all children be advised as to what they are to do should they ever be dismissed early. It is recommended that parents give their children an alternate destination and that the building principal be made aware of this information.

If conditions allow and supervision is available in the event of an early dismissal, the child will be held in school until the normal dismissal time. If the parent or guardian has not arrived to pick up the child by the normal dismissal time, law enforcement or child protective services may be contacted to ensure the safety of the child.

Section 7 Visitors

Upon entering the main entrance, all visitors must report to the superintendent's office to sign-in and receive a visitor's pass. For the safety of our students and staff, visitors who check into our building will need to have a staff member escort them throughout the building to their destination. If dropping off supplies for your child, you will be asked to leave these supplies in the Superintendent's Office, and the supplies will be delivered to your child by a staff member. When exiting the building, you will also need to be escorted by a staff member.

Parents are welcome at all times, as long as your visit is not disruptive to the learning environment. Please sign-in/out at the superintendent's office upon entering/exiting the school. Visitations during the first week of school and the last week of school will require extraordinary reasons or permission from administration. Please notify the child's teacher IN ADVANCE OF YOUR VISIT to avoid scheduling conflicts. Visits of two hours or less in duration are allowable.

Section 8 Smoke-Free Building

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

Section 9 Care of School Property

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

Fines are determined on books according to the following criteria:

1. **Broken covers** – replacement cost of the textbook
2. **Obscenities (words or pictures) written** – replacement cost of the textbook
3. **Torn pages** – tape if possible; if not possible, \$2.00 per page to cost of the textbook

4. **Torn or damaged cover** - \$5.00
5. **Ink marks (if not erasable)** - \$2.00 per page to cost of the textbook
6. **Water damage** - \$5.00 for minor damage; replacement cost of the textbook for major damage
7. **Defacing cover, edges, etc.** - \$10.00
8. **Lost** – replacement cost of the textbook
9. **Broken binding** - \$10.00
10. **Missing pages** – replacement cost of the textbook

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

Section 10 Lockers

Each student in grades 3-5 will be assigned a locker. Each locker will be provided with a built-in lock for security. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker remain locked at all times when not open for use by the student to whom it is assigned. Students are responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

Section 11 Search of Lockers and Other Types of Searches

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

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

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

Section 12 Video Surveillance

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare, and safety of all staff, students, and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

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

Section 13 Recordings Made by Parents/Guardians and Patrons

Parents/guardians and patrons may make recordings of school activities in a non-disruptive manner including things like athletic contests and school board meetings to the extent permitted by law unless otherwise lawfully restricted by the administration. Parents/guardians or patrons may not make recordings if they are volunteering or visiting school during the school day without permission of the administration or supervising staff member and subject to this policy, such as recording their child's classroom activities or recess. Violation of this policy may be grounds for exclusion from school property, loss of volunteer privileges, or other restrictions deemed appropriate by the administration.

Section 14 Recordings Made by Students

This policy applies to students 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. Students may make recordings of school activities in a non-disruptive manner including things like athletic contests and other extracurricular performances to the extent permitted by law. Students generally are not permitted to record classroom instruction or members of the school community during the school day without the express consent of a staff member or as required by the student's education plan. Student use of assistive technology that has the capacity to record and/or transmit recordings (e.g. AngelSense) must be approved by the student's education team or administration. Students remain subject to all other district policies and rules. In no event shall recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy. Students who violate this policy may be subject to discipline up to and including expulsion.

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

Section 15 Use of Phone

Incoming Calls: The office will attempt to cooperate with parents or guardians in order to deliver messages to students during school hours. Messages will be written and delivered to students. Only in cases of extreme urgency will students be called out of class. Calls for students during school hours are disturbing to normal school routine and should be held to a minimum and for emergency purposes only.

Out-Going Calls: The school telephone is primarily for school business and shall not be used for personal calls. Students finding it necessary to make calls are to come to the office to gain permission to use the school's phone. In an emergency, an office phone may be used with permission from office personnel.

Section 16 Bicycles

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

Section 17 Personal Items

The school provides the necessary equipment for classroom and school day activities. **Students should not bring items such as athletic equipment, electronic devices, toys, or other similar personal items to school unless they have the prior permission of their classroom teacher or a school administrator. The school is not responsible for damaged or lost personal items or equipment.**

Section 18 Exercise and Fresh Air

The school believes in exercise and fresh air for active, healthy children. Because of that, all children will be expected to go outside except under extreme circumstances. Parents/Guardians should see that children are provided with appropriate dress and protective footwear. We realize that circumstances arise which make it necessary for the students to remain inside. Parents/Guardians are asked to send a written request when they do not want their child to go outside because of some short term cold or illness.

Section 19 Personal Party Invitations

Birthday and other party invitations may not be distributed at school. Because we value equity, we want to avoid hurt feelings when some children receive invitations while others do not. As such, all private party arrangements must be made outside of school -- this includes bringing overnight bags, sleeping bags and presents to school. **The school will not release directory type information about our students, including addresses or phone numbers, to be used for invitations.**

Section 20 Lost and Found

Students who find lost articles are asked to take them to the office, where the articles can be claimed by the owner. If articles are lost at school, report that loss to office personnel. **It is recommended to put your students name on all items that may be removed while at school, to assist in getting lost items back to the rightful owner.**

Section 21 Accidents

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

Section 22 Insurance

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

Section 23 Bulletins and Announcements

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

Section 24 Copyright and Fair Use Policy

The school district complies with federal copyright laws. Students must comply with copyright laws when using school equipment or working on school projects and assignments. Federal law prohibits the unauthorized reproduction of works of authorship, regardless of the medium in which they were created.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. "Fair use" of a copyrighted work includes reproduction for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research. Students who are unsure whether their proposed reproduction of copyrighted material constitutes "fair use" should consult with their teacher or building principal, review the school district's copyright compliance policy, and review *Copyright for Students* found at <https://www.whoishostingthis.com/resources/student-copyright/>. You can find more information on

ARTICLE 4 – ATTENDANCE

Section 1 Attendance Policy

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

Section 2 Attendances and Absences

Absences From School - Definitions

An absence from school will be reported as: (a) an excused absence or (b) an unexcused absence.

1. Excused Absences

Absences should be cleared through the Principal's office in advance whenever possible. An absence or tardy, even by parental approval, may not be excused. All absences, except for illness and/or death in the family, require advance approval. An absence for any of the following reasons will be excused, provided the required procedures have been followed:

- (A) Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- (B) Physical or mental illness which causes a student to be absent from school (A doctor's note will be required after four consecutive days absent for illness OR if the school nurse sent the student home), NOTE: Just because a student visited the school nurse does not mean that going home will be excused.
- (C) Medical appointments which require student to be absent from school, **(with note from doctor or dentist to verify excuse)**
- (D) Court appearances that are required by a court order and the **student is not responsible for needing to be in court**,
- (E) School sponsored activities which require students to be absent from school,
- (F) Family trips in which student accompanies parent(s)/legal guardian(s) **IF AND ONLY IF** the following conditions are met: 1) approval by the principal in advance; 2) the student communicates with all of his/her teachers prior to the trip and makes mutually agreed upon plan with each teacher for completing work prior to the trip and/or setting due dates for work that can be completed upon the student's return to school; 3) successfully meeting all deadlines for schoolwork set forth in condition #2.
- (G) Severe Weather
- (H) Suspensions and Expulsions
- (I) Other absences which have received prior approval from the Principal.

The Principal has the discretion to deny approval for the latter two reasons, depending on circumstances such as the student's number of other absences, the student's academic status, the tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

1. Unexcused Absences: An absence which is not excused is unexcused. If a student's absence is unexcused, the student will be required to make-up work and may be required to make up the time missed.

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

Mandatory Ages of Attendance

A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

Exceptions for Younger Students

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

Exceptions for Older Students

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

Early Withdrawal for Students Enrolled in Accredited or Approved Schools

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

Exit Interview

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

The exit interview shall be personally attended by:

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

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

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

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

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

Withdrawal Form

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

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

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools)

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

Section 3 Absence Procedures

A student will not be allowed to enter class after an absence until an admit slip, based upon a written parental excuse, is issued by the Principal's office. Work must be made up within the time allowed on the admit slip. Students missing classes for school activities must present a completed activities dismissal slip to the sponsor before being allowed to leave for the activity.

For excused absences, two school days will be allowed to make up the work for each day missed with a maximum of ten (10) days allowed to make up work. If requested, assignment sheets will be prepared for students who are ill. If parents and/or students request assignment sheets, the school should be contacted by no later than 9:30 a.m.

For unexcused absences, the student will receive a failing mark for or in each class period missed.

Section 4 Make-Up Work

Written make-up work may be assigned for each day missed, regardless of the type of absence. If make-up work is not completed, students will receive no credit for the work required. The time each

student is allowed will be determined by mutual agreement between the student and teacher. The student has the responsibility to contact teachers, initially, regarding make-up assignments.

Section 5 Attendance is Required to Participate in or Attend Activities

Students must attend school all day the day of any scheduled school activity in order to participate in or attend the activity. This includes sports contests, practices, and music programs. Failure to attend on that day will result in a student being withheld from participation in or attendance at the activity. The principal retains the right to grant participation should exceptional circumstances prevail.

Section 6 Truancy

Reporting and Responding to Truant Behavior

Any administrator, teacher, or member of the Board of Education who knows of any failure on the part of any child age 6 to 18 to attend school regularly without lawful reason shall within three days report such violation to the Superintendent. The Superintendent shall immediately cause an investigation into any such report to be made. The Superintendent shall also investigate any case when, of his or her personal knowledge, or by report or complaint from any resident of the district, the Superintendent believes that any child is unlawfully absent from school. The school shall render all services in its power to compel such child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior. Such services shall include, as appropriate, the services listed under the "Excessive Absenteeism" policy.

Excessive Absenteeism

When a student receives 5 unexcused absences or the hourly equivalent in any semester, the Attendance Officer will follow the attached procedure for addressing barriers to the student's attendance.

When a student is absent more than twenty days per year or the hourly equivalent and any portion of the absences is unexcused, the Attendance Officer may/must file a report with the county attorney of the county in which the student resides. For example, if the student accumulates 23 days of excused absences due to documented illness and is tardy one time, the Attendance Officer may file a report with the appropriate county attorney.

Excessive Absenteeism - Procedure

Students who accumulate five (5) absences in a quarter and/or twenty (20) absences in a school year shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis or a per class basis for secondary students. When a student has excessive absences, the following procedures may be implemented:

1. Referral to the Seward County Truancy Prevention Office.
2. One or more meetings may be held between a school attendance officer, school social worker, the school principal or a member of the school administrative staff as designated by the school administration, the parent/guardian, and the student to develop a collaborative plan to improve regular attendance. If the parent/guardian refuses to participate in such meeting, the principal shall place in the student's attendance records documentation of such refusal.
3. Educational counseling to determine whether curriculum changes, including but not limited to, enrolling the child in an alternative education program that meets the specific educational and behavioral needs of the child.
4. Referral to Student Assistance Team and/or an educational evaluation, which may include a psychological evaluation, to assist in determining the specific condition, if any, contributing to the excessive absenteeism problem, supplemented by specific efforts by the school to help remedy any condition diagnosed.

5. Investigation of the excessive absenteeism problem by the Seward County Truancy Prevention Office to identify conditions which may be contributing to the excessive absenteeism problem. If services for the child and his or her family are determined to be needed, the person performing the investigation shall meet with the parent/guardian and the child to discuss any referral to appropriate community agencies for economic services, family or individual counseling, or other services required to remedy the conditions that are contributing to the excessive absenteeism problem.

Reporting Excessive Absenteeism to the County Attorney

- A. Twenty Excused Absences: If a student accumulates more than twenty (20) absences per year and all of the absences are due to documented illness that makes attendance impossible or impracticable or are otherwise excused by school authorities, the attendance officer may report such information to the county attorney of the county in which the person having control of the student resides.
- B. Twenty Unexcused Absences: If a student accumulates more than twenty (20) absences per year, and any of the absences are not excused, the attendance officer shall file a report with the county attorney of the county in which the person having control of the student resides. The report shall be made on a form which includes the following two statements, one of which must be designated by the school representative signing the report: (a) The school representative requests additional time to work with the student prior to intervention by the county attorney; and (b) the school representative believes that the school has used all reasonable efforts to resolve the student's excessive absenteeism without success and recommends county attorney intervention. If further action is necessary to address the child's attendance, the initial meeting between the parent or guardian of the child, the school, and the county attorney or his or her designee shall be at a location determined by the school.
- C. Other: A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

Reporting Excessive Absenteeism to the Commissioner

The Superintendent or designee shall report on a quarterly basis to the Commissioner of Education as directed by the Commissioner regarding the number of and reason for any long-term suspension, expulsion, or excessive absenteeism of a student; referral of a student to the office of the county attorney for excessive absenteeism; or contacting of law enforcement officials (other than law enforcement officials employed by or contracted with by the District as school resource officers) by the District relative to a student enrolled in the District.

Advisory Procedures

- A. Advisory letters will be sent to parents or guardians when their child has accrued four (4) and seven (7) absences per class during the semester.
- B. After seven (7) absences, the parent/guardian/student will be notified of potential retention by the principal.

Student's Rights to Due Process

The following procedure will be followed to ensure due process.

- A. THE FACULTY COMMITTEE ON ABSENTEEISM
 1. Parents/Guardians/Students who wish to appeal the potential retention must make this request within seven (7) days of notification. Requests for appeal must be made in writing on forms supplied by the principal.
 2. The Faculty Committee on Absenteeism shall review all absences/tardies and

exceptions to the limitation on absences. Chronic and/or extended illness and/or other unusual circumstances will be considered.

3. A determination will be made individually on each case.
4. The Faculty Committee on Absenteeism shall not exercise the right to take credits from a student.
5. The Faculty Committee on Absenteeism shall make its recommendation in writing to the principal.

B. THE PRINCIPAL, PARENT/GUARDIAN, AND STUDENT

1. The principal will render a decision within three (3) days after receiving the committee's recommendation and notify the student/parent/guardian.
2. The request for a hearing may be filed by the student or the student's parents/guardians and presented within seven (7) days following the notification of pending loss of credit.

C. THE SUPERINTENDENT

Upon rendering a decision, the principal will forward the decision to the superintendent. If the student is to be denied credit, the superintendent will either support the denial or grant an extension of absences. If the superintendent supports the principal's decision, he/she will notify the student/parent/guardian. The affected party may then request a hearing before the Board of Education. This request must be made within seven (7) days after receiving notification.

D. THE BOARD OF EDUCATION

1. The Board of Education shall serve as the appeal body and may grant or deny an extension of absences after hearing the case.
2. The administration and Board of Education reserve the right to ask for a medical opinion in cases of prolonged or chronic illness.

Attendance Hearings

All attendance hearings will be scheduled for the last week of the semester.

Section 7 Tardiness

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

Section 8 Leaving School

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

ARTICLE 5 – SCHOLASTIC ACHIEVEMENT

Section 1 Grading System

Centennial Elementary School will use the following grading system:

Kindergarten students are graded on progress toward grade-level state/national standards. The grade symbols are:

- E = Exceeds the Standard
- M = Meets the Standard Consistently
- P = Progressing Toward the Standard
- B = Beginning Level of the Standard

Grade 1 and 2 students receive report card grades: The following letter grades/symbols are used:

Grading Symbol and Effort Code

O = 95 – 100	Outstanding
S+= 90- 94	Very good
S = 80 – 89	Satisfactory
N = 70 – 79	Needs Improvement
U = 0 – 69	Unsatisfactory

Grade 3-5 students receive report card grades. The following symbols are used:

Grading System Achievement

A+ = 99-100	A = 95-98	A- = 93-94
B+ = 91-92	B = 88-90	B- = 86-87
C+ = 84-85	C = 80-83	C- = 78-79
D+ = 76-77	D = 72-75	D- = 70-71
F = 0-69		

Elementary physical education, instrumental music, vocal music and library skills are graded as follows:
Very Good (S+), Satisfactory (S), Progressing (S-), Needs Improvement (N).

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

Section 2 Promotion and Retention

Any elementary teacher considering the retention of a student must submit a report of the reasons to the elementary principal. The report shall include a summary of conferences held with the parents/guardians.

The teacher, parents and elementary principal will attempt to reach a unanimous decision on whether or not a student will be retained. If agreement cannot be reached the final decision will be made by the elementary principal.

Section 3 Interim Reports

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

Section 4 Report Cards

Report cards are issued at the end of each quarter, or nine-week sessions. Grades are used to designate a student's progress.

Section 5 Parent-Teacher Conferences

Parent-teacher conferences will be held during the 1st quarter and 3rd quarter. Refer to the school calendar for the schedule. Conferences with teachers, at any other time, are possible by calling the school office and making arrangements with one or more teachers as needed.

Section 6 Academic Integrity

A. Policy Statement

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

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

B. Definitions

The following definitions provide a guide to the standards of academic integrity:

1. "Cheating" means to intentionally misrepresent the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others.

Cheating includes, but is not limited to:

- a. Tests (includes tests, quizzes, and other examinations or academic performances):
 - i. Advance Information: Obtaining, reviewing, or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
 - ii. Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices, or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
 - iii. Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
 - iv. Use of Other Student to Take Test: Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
 - v. Misrepresenting Need to Delay Test: Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- b. Papers (includes papers, essays, lab projects, and other similar academic work):
 - i. Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
 - ii. Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
 - iii. Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
 - iv. Failure to Contribute to Group Projects: Accepting credit for a group project in which the student failed to contribute a fair share of the work.

- v. Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
 - c. Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
2. "Plagiarism" means to take and present as one's own material a portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works.
- Plagiarism includes but is not limited to:
- i. Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
 - ii. Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
3. "Contributing" to academic integrity violations means to participate or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at test answers, to copy papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

C. Sanctions

The following sanctions will occur for academic integrity offenses:

- 1. Academic Sanction. The instructor will refuse to accept the student's work in which the cheating or plagiarism took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work. Credit for the class may be withheld pending successful completion of the replacement test or project.
- 2. Report to Parents and Administration. The instructor will notify the principal of the offense and the instructor or principal will notify the student's parents or guardian.
- 3. Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in a serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

ARTICLE 6 – SUPPORT SERVICES

Section 1 Special Education Identification and Placement Procedures

What Does Special Education Mean?

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

How are Students With Disabilities Identified?

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

Students Who May Benefit

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

Independent Evaluation

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

Re-evaluation

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

Individual Education Program (IEP)

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

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

1. A representative of the school district;
2. An individual who can interpret the instructional implications of evaluation results;
3. One or both parents;
4. The child (when appropriate);
5. At least one regular education teacher if the child is or may be participating in the regular education environment;
6. At least one special education teacher;

7. A representative of the nonpublic school if the child is attending a nonpublic school;
8. A representative of a service agency if the child is receiving services from an approved service agency; and
9. Other individuals, at the discretion of the parent or school district.

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

Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). The school district must assure that students with disabilities are educated to the maximum extent possible with students who do not have disabilities. Students are entitled to have supplementary aids and services to help them in a regular educational setting. Students with disabilities may be placed in special classes, separate schools, or other situations outside the regular educational environment when the nature of the child's needs require specialized educational techniques which are not available in current settings. Determination of a student's educational placement will be made by a team of persons who knows the student and who understands the tests and procedures that assess the student's learning abilities. Team members know the available programs and services which might help the student. Parents are asked for written consent to determine whether they approve of the educational placement recommended for their child. If the parent does not speak English or is hearing impaired, an interpreter may be requested. Written notice shall be given to parents in a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification, or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

Alternative Programs

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

Transportation of Students Receiving Special Education

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

Access to Student Records

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

Nonpublic School Students

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

Parental Review of Programs

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

Plans and Budget

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

This is a summary of the Centennial Public School district plan for special education students. Anyone interested in obtaining a copy of the complete district policy or a copy of the Nebraska Department of Education Rule 51 (complaint procedures) or Rule 55 (appeal procedures) may contact the superintendent at the Centennial Public School Superintendent's Office.

Section 2 Guidance Services

The Centennial Public School employs a guidance counselor for the purpose of assisting with the District's testing program, to assist with scheduling. If students wish to see a counselor, they are encouraged to stop by the counselor's office and make arrangements for an appointment.

Section 3 Health Services

School Nurse

Centennial Public School employs a full-time school nurse. All students who become ill during the school day must visit the nurse's office. If she determines the illness warrants going home, she will initiate such proceedings.

Student Illnesses

School health personnel will notify parents when a student needs to be sent home from school due to illness. Conditions requiring a student be sent home include: temperature greater than 100°F., vomiting, diarrhea, unexplained rashes, live head lice, or on determination by the school nurse that the child's condition prevents meaningful participation in the educational program, presents a health risk to the child or others, or that medical consultation is warranted unless the condition resolves.

Parents are encouraged to include emergency daytime phone numbers on each child's enrollment card so parents can be reached if their child becomes ill or injured while at school. Parents should also inform the school health office staff of health related information they feel is important for their student's success in the classroom and/or safety at school.

Guidelines for Administering Medication

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

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

Self-Management of Diabetes or Asthma/Anaphylaxis

Subject to school policy, the school district will work with the parent or guardian in consultation with appropriate medical professionals to develop a medical management plan for a student with diabetes, asthma, or anaphylaxis. Parents desiring to develop such a plan should contact the school nurse.

Essential Oils

Use/Application in school: No staff member, including the school nurse, will be allowed to administer or diffuse homeopathic remedies such as essential oils, creams, or lotions containing essential oils.

Parents may administer these remedies to their own children, unless the scent from these remedies triggers an adverse reaction to other students or staff in school.

Reasons for the decision:

1. Not FDA regulated;
2. Known to trigger asthma attacks in asthmatics;
3. Known to trigger allergic reactions in some;
4. Chemical sensitivities - headaches, nausea, dizziness, rashes, respiratory difficulty (including asthmatic episodes), and cognitive dysfunction. The more immune-compromised a person is, the more likely they are to have these sensitivities;
5. Seizures - those who are prone to seizures may be adversely affected.

School Health Screening

Children in Preschool and Kindergarten through fourth grade, as well as children in seventh and tenth grades, are screened for vision, hearing, dental defects, height, and weight. Scoliosis screening is not required by the state and will not be done unless a request is made by the parent/guardian. Students entering the Student Assistance Process at any grade level, and those about whom health concerns are identified to the school nurse, may also be screened. Parents who do not wish their child to participate in the school screening program must communicate this in writing to the school health office at the start of the school year. Because Nebraska statutes require school-age screening, parents who remove their child from the screening program must submit findings from an alternate medical provider to the school by December 1.

Physical and Visual Examination

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

Immunizations

Students must show proof of immunization. A student who does not comply with the immunization requirements will not be permitted to continue in school. Students with medical conditions or sincerely held religious beliefs which do not allow immunizations must complete a waiver statement or affidavit. Forms are available in school health offices. Unimmunized students may be excluded from school in the event of a disease outbreak.

Summary of the School Immunization Rules and Regulations for the 2023-2024 School Year

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1 st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 th birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 th grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet:

<http://dhhs.ne.gov/Immunization/School-Summary-RR-English.pdf> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) **Updated 01/26/201**

Birth Certificate Requirements

State law requires that a certified copy of a student's birth certificate be provided within 30 days of enrollment of a student in school for the first time. A certified copy may be obtained from the Bureau of Vital Statistics in the state in which the child was born. Assistance in obtaining birth certificates may be obtained from Health Records Management, P.O. Box 95065, Lincoln, NE 68509-5065. There is a fee per certificate.

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

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

Communicable Diseases

Any student who has contracted a contagious disease may be restricted from attendance at school until the student is no longer contagious. The school district uses the Title 173- Nebraska Health and Human Services/Control of Communicable Disease, Chapter 3 of the Nebraska Administrative Code as a “best practice” guideline for contagious and infectious diseases. If there are questions regarding the communicability of your child’s health condition or if you know your child has contracted a contagious or communicable disease or condition, please call the school nurse’s office.

Guidelines for Head Lice

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

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

*Nit removal will be emphasized for effective management of the condition. For more information, call the nurse at school.

Section 4 Transportation Services

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses which are listed in

Section 5 Seward County Wellness for All Services

Centennial Public School, in cooperation with Milford Public Schools, Seward Public Schools, Memorial Health, ESU 6, and ESU 5, participates in the Seward County Wellness for All program. Through this program, a Licensed Mental Health Professional will provide support to all students and staff members through tier one interventions and programming. Individual counseling will also be available to students with parent/guardian permission.

ARTICLE 7 – DRUGS, ALCOHOL, & TOBACCO

Section 1 Drug-Free Schools

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

Section 2 Education and Prevention

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

Drug and Alcohol Use and Prevention

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

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

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

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

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs

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

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

Section 3 Standards of Student Conduct Pertaining to Drugs, Alcohol & Tobacco

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

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

1. Possession of any controlled substance, possession of which is prohibited by law.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession of alcohol on school premises or as a part of any of the school's activities.
4. Use of any illicit drug.
5. Distribution of any illicit drug.
6. Use of any drug in an unlawful fashion.
7. Distribution of any drug or controlled substance when such distribution is unlawful.
8. The possession, use, or distribution of alcohol.

9. The use or possession of any tobacco product, including the use of vapor products, or any other such look-alike product.

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

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

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

The possession, selling, dispensing, use or being under the influence of any controlled substance or drug, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant on school grounds, or during the educational function or event off school grounds, or off school grounds if there is a substantial interference with school purposes, is prohibited.

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

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

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

Authorized Use

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

Disciplinary Sanctions

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

Intervention

The Centennial Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate

or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

Administration

The administration is authorized to adopt such administrative rules, regulations, or practices necessary to properly implement this policy. Such regulations, rules, or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations, and practices may include administrative forms, such as checklists, to be used by staff to record observed behavior and to determine the proper plan of action.

Safe and Drug-Free Schools -- Parental Notice

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

ARTICLE 8 – STUDENT RIGHTS, CONDUCT, RULES & REGULATIONS

Section 1 Student Conduct and Discipline Policies

The common goal of students, parents, faculty, and administration of Centennial Public School is to maintain a school atmosphere which is conducive to learning. In order to achieve this, Centennial Public School will continue to review and distribute a set of reasonable and fair rules and policies. VIOLATIONS OF THE CENTENNIAL PUBLIC SCHOOL'S RULES AND POLICIES WILL RESULT IN DISCIPLINARY ACTION.

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 and/or attend 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.

Section 2 Forms of School Discipline

Short-Term Suspension:

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Centennial Public School Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The principal or the principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made 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 the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, **(not to exceed an additional 48 hours)** the principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the principal or administrator ordering the short-term suspension before or at the time the student returns to school. The principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations, under the conditions outlined by the principal at the time of the suspension.
5. A student on short-term suspension shall not be permitted to be on school grounds or at any school activity without the express permission of the principal.

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 or the principal's designee from school or any school function for a period of more than five school days but less than twenty school days on (long-term suspension) the conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is hereinafter set forth.

Pre-Kindergarten through Second Grade Students

An elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 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 his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

Expulsion:

1. **Meaning of Expulsion.** Expulsion shall mean 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 Board of Education or a committee of school board members 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.

Section 3 Student Conduct Expectations

Students have an opportunity to learn by sharing some of the responsibility for creating a good learning environment. To help maintain a quality instructional environment for all students attending Centennial Public School, all students are expected to refrain from the following conduct.

Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment

The following conduct shall constitute 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, or a tobacco imitation substance or packaging, regardless of form, including cigarettes, chewing tobacco, and any other form of tobacco or imitation, such as 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 e-mail 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; and
- k. 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. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. 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 charge.

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:

- 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;

- The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
- A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
- A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
- 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
- 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 to the address provided on the form.

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 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 time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.

6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.

7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with

consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.

8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.

9. 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 examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. 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).

- ~~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 charge.~~
- ~~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.~~

Section 4 Additional Student Conduct Rules

The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct 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.

Student Appearance Policy

Students at Centennial Public School are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate. Such list is not exclusive, and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:

- a. Clothing or jewelry that is gang related;
- b. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants); no holes in pants above the knee. Shorts, skirts, and skorts should be mid-thigh in length at the minimum.
- c. Clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
- d. Clothing or jewelry that advertises beer, alcohol, tobacco, or illegal drugs;
- e. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play";
- f. Head wear including hats, caps, bandannas, and scarves;
- g. Clothing or jewelry which exhibits nudity, makes sexual references, or carries double meanings;

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire

and grooming will be made by the principal or superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the principal's office.

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

On a first offense of the dress code, the student may call home for proper apparel, change it, turn it inside out, cover it, or spend the remainder of the day assigned to in-school suspension. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in disciplinary actions under the Student Code of Conduct previously mentioned. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in discipline, up to expulsion.

Electronic Device Policy

A. PURPOSE AND PHILOSOPHY

Centennial Public School District encourages the appropriate use of electronic devices at school. Although the inappropriate use of electronic devices can be disruptive to the educational process and electronic devices are frequently lost or stolen, Centennial Public School District recognizes the benefits that the incorporation of technology can bring to the curriculum. The District is not responsible for the security and safekeeping of these items and is not financially responsible for any damage, destruction, or loss of electronic devices. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices. NOTE: By bringing an electronic device to school, students and parents/guardians consent to a search of the device if approved by the administration.

B. DEFINITIONS

"Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, e-readers, tablets, portable game consoles, cameras, digital scanners, laptop computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.

C. ELECTRONIC DEVICE USE

1. Students are not permitted to possess and use electronic devices during the school day (8:16 a.m.-3:26 p.m.) except as otherwise provided by this policy. Cell phone and text transmitting device (ex: iPod touch) usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
2. Students are permitted to possess and use electronic devices before school hours, provided that the student does not commit any abusive use of the device (see paragraph [D][1]). Administrators have the discretion to prohibit student possession and use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use. **CELL PHONES ARE TO BE TURNED OFF AND STORED IN STUDENT LOCKERS DURING THE SCHOOL DAY.**
3. Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or

- school activities or events (i.e., student use of an e-reader during independent reading time; student use of a lap top computer for a class presentation).
4. Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan.

D. VIOLATIONS

1. Students shall not possess or use electronic devices at any time or place for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; or (f) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
2. The use of electronic devices in locker rooms and restrooms is strictly prohibited.
3. Electronic devices used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

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

Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a double detention, and a conference between the student and his/her parent/guardian and the school principal. The electronic device shall remain in the possession of the school administration until such time as the student serves their double detention and the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

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

Subsequent Violations: Students who are repeat offenders of this policy shall be subject to the imposition of any appropriate disciplinary action, which may include suspension and expulsion from school.

Students and/or parents/guardians, as applicable, are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices after this time period.

Search: Electronic devices confiscated under this policy shall be subject to reasonable searches, including search of phone number directory, voice mail, and text messages, upon determination by school officials that the facts and circumstances establish reasonable grounds for believing that the search will turn up evidence that the student has violated or is violating either the law or the rules of the school.

Transportation

Students are expected to abide by the rules and regulations as set forth in the Centennial Public School Bus Information Pamphlet. Please read and review these rules with your children. Safety is our first consideration, when transporting children to school. If the bus driver is distracted, danger exists. This is why rigid standards of discipline have been established and must be maintained for our children's safety.

Parents are reminded that school buses are operated for the purpose of providing transportation for children to and from school. Once the bus arrives at the school, the students must enter the school and are subject to the discipline and rules. If for some reason you have not received a School Bus Information pamphlet, notify the Elementary Principal's office.

Parents are asked to call the bus barn (402-534-4711) if their child or children will not be riding the bus on a given morning.

A note or phone call from a parent/guardian will be required before a driver will allow a student to get off the bus at a location other than his/her regular unloading area.

Altering Bus Routes

If some students are not riding the bus on certain days, drivers may vary their routes. Bad road conditions may also cause a bus driver to alter the route.

Library Books

Students are allowed to check-out two books from the school library at any given time. Students will be charged for damaged or lost library books. Additional books will not be checked out until the previous overdue books are returned. At the end of the school year, report cards will be held until restitution is made.

Internet Safety and Acceptable Use Policy

A. Internet Safety Policy

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

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact,

actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.

2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
4. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
5. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

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

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

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

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

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

4. Unacceptable Uses.

The following are unacceptable uses of the technology resources:

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

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

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

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

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

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

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

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

a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

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

Legal Reference: Children's Internet Protection Act, 47 USC § 254
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate restrictions)
Neb. Rev. Stat. § 49-14,101.01 (Political Accountability and Disclosure Act)

Date of Adoption: June 11, 2012

HARASSMENT AND BULLYING POLICY

One of the missions of Centennial Public School is to provide safe and secure environments for all students and staff. Positive behaviors (non-violence, cooperation, teamwork, understanding, and acceptance of others) are encouraged in the educational program and required of all students and staff. Inappropriate behaviors (bullying, intimidation, and harassment) are to be identified and corrected. Students and staff are to avoid such behaviors. Strategies and practices are implemented to reinforce positive behaviors and to discourage and protect others from inappropriate behaviors.

"Bullying" is behavior where one person or group engages in harmful action towards another person or group acting on a real or perceived imbalance of power or view of superiority. The behavior typically includes verbal (e.g. teasing or name-calling) and physical aggression (e.g., hitting, pushing), threatening, excluding or ignoring, spreading rumors, or taking, defacing or destroying the others' property. "Harassment" includes the same actions, though not necessarily from a standpoint of perceived power. Harassment is prohibited. Bullying and harassment are violations of student conduct rules, and appropriate disciplinary measures, up to expulsion, will be enforced. When bullying or harassment is done on the basis of gender, disability, race, or other protected status, it is considered a very serious offense for which expulsion may be a likely consequence depending on the severity of the conduct.

Students who are the victim of bullying or harassment or who observe such occurring are to promptly report the problem to their teacher, counselor, or principal so the problem can be addressed. Students who make reports of bullying activity will not be retaliated against for making the report. If students are not comfortable reporting the situation to a teacher or administrator, they are encouraged to use the district's anonymous platform, [Vector Alert Tipline](#), to make this report.

It is the policy of Centennial Public School that "bullying" type behavior is not to be permitted. These guidelines are established to respond specifically to bullying behavior. Students and parents are

advised that other response measures are also in place and set forth in of this handbook for behavior which is discriminatory or harassing on unlawful grounds (e.g., sexual harassment, harassment of students with disabilities, race harassment, etc.).

Step I: The first time school personnel become aware of a possible harassment or bullying situation, the accused student will be informed that such a complaint has been filed. At that time a warning will be given regarding this kind of behavior. The consequences for this kind of behavior in the future will be clearly outlined for the student. If, in the school's opinion, the first occurrence of harassment behavior is severe, the school may move immediately to any of the four steps in the harassment policy. In other words, the policy may or may not be used sequentially. Moreover, at any stage the student may be disciplined under the student code by actions which may include expulsion, in the event the conduct is also a violation of other provisions of the student code.

Step II: The second time school personnel become aware of a harassment incident, the accused student's parents will be notified. A conference will be requested at that time. If it is determined that the student has harassed another student, consequences will be assigned. A student may stay on the second step as long as school authorities feel the consequences are effectively correcting the harassment behaviors. If it is determined that there is no basis for the harassment accusation, no consequences will be assigned. If the school determines that a student is intentionally making a false accusation against another student, an appropriate response will be made.

Step III: If the school authorities determine that the student continues to harass another student or the student fails to agree to not harass in the future, the school may assign the student to the Harassment Program level set forth below which the school authorities determine to be appropriate.

Step IV: If a student fails to respond positively to the corrective measures of the Harassment Program, the student will be suspended from school for a minimum of five school days, up to expulsion. School authorities will determine the action necessary to insure a safe learning environment for all students.

Harassment and Bullying Program--Levels:

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

Level I: The guidelines for a Level I placement are listed below.

- a) The length of the assignment will be for a minimum of two weeks.
- b) The student will report to the office no later than 8:10 a.m. each morning.
- c) The student will eat on campus at an assigned table.
- d) The student will report to an assigned room at the end of the day and will remain until 3:55 p.m. This will allow all other students to leave the school grounds in safety.

Level II: The guidelines for a Level II placement are listed below.

- a) The length of the assignment will be for a minimum of two weeks.
- b) The student will report to the office no later than 8:10 a.m. in the morning.
- c) The student will eat on campus at an assigned table.
- d) The student will report to an assigned room at the end of the day and remain until 3:55 p.m.
- e) The student will remain in class at the end of each period. The student will be under direct teacher supervision during passing time. The teacher will dismiss the

student at the end of the passing period. The student will then have three minutes to get to his/her next class.

Level III: This is a long-term assignment. The guidelines are listed below.

All items listed in Level II will be used, except the length of the assignment will be no less than six weeks, and may remain in effect until the end of the school year and continue into the next, if determined to be appropriate.

INAPPROPRIATE PUBLIC DISPLAYS OF AFFECTION (PDA or IPDA)

Inappropriate Public Displays of Affection will not be tolerated on school property or at school activities. Such conduct includes: hugging, kissing or any other types of affection that would be considered inappropriate or an undue distraction to others. Students will face the following consequences if this type of behavior occurs.

1st Offense: Student will be confronted and directed to cease.

2nd Offense: Student will be confronted, directed to cease, and parents will be notified.

3rd Offense: Students will be suspended from school for a minimum of 1 day, and the parents and student will need to meet with administrator(s) and counselor.

*If this type of behavior continues, the student could face long-term suspension or expulsion.

SPECIFIC RULE ITEMS

The following conduct may result in disciplinary action which, in the event of repeated violations, may result in discipline up to expulsion.

- a. Gum, candy, seeds, etc. are not allowed in the school building or classrooms, without prior approval.
- b. Students are expected to bring all books and necessary materials to class. This includes study halls.
- c. Assignments for all classes are due as assigned by the teacher.
- d. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
- e. Students are to be in their classroom and ready for class on the tardy bell.
- f. Students are not to bring items to school that are not required for educational purposes as they may be taken from lockers and will not be allowed in the classroom. These items are classified as "nuisance items" and include but are not limited to: a) personal stereos, b) cell phones, c) beepers, and d) laser pointers.
- g. Snow and water balloon handling is prohibited.

Section 5 Reporting Student Law Violations

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 inform parents when law enforcement officers seek access to their student prior to the student being questioned unless the officers are investigating charges that the student has been the victim of abuse or neglect. Members of the school district staff will comply with board policy regarding police questioning of students.

Student behavior is always subject to possible legal sanctions, regardless of where the behavior occurs, it shall be the policy of the Centennial Public School to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:

- a. Knowingly possessing illegal drugs or alcohol.
- b. Assault.
- c. Vandalism resulting in significant property damage.
- d. Theft of school or personal property of a significant nature.
- e. Automobile accident.

- f. Any other behavior which significantly threatens the health or safety of students, staff, or other persons or which is required by law to be reported.

ARTICLE 9 – EXTRA-CURRICULAR ACTIVITIES STUDENT RIGHTS, CONDUCT, RULES & REGULATIONS

Section 1 Student Conduct at Activities

Elementary students are required to be escorted by a parent/guardian to all school activities, programs or performances. We encourage your support in the fostering of proper conduct of students at programs and activities. Any conduct that interferes with others in attendance, such as running around, being loud, destructive, distracting, etc., could constitute a need for correction.

Section 2 Student Fee Policy

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

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

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

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

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

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

Waiver for any of the following shall be provided for students who qualify for free or reduced-price lunches:

Section 1	Fees and specialized equipment and specialized attire required for participation in extracurricular activities;
Section 2	Admission fees for onsite district-sponsored extra-curricular activities and district transportation charges for spectators attending offsite extracurricular activities; and
Section 3	Materials required for course projects where the project becomes the property of the student upon completion.

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

Section 4 Participation in extracurricular activities;

Section 5 Postsecondary education costs; and

Section 6 Summer school or night school.

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

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

1. Any non-specialized clothing required for specified courses and activities;
2. Any personal or consumable items a student will be required to furnish for specified courses and activities;
3. Any materials required for course projects if the project becomes the property of the student upon completion; and
4. Any specialized equipment or specialized attire which a student will be required to provide for any extracurricular activity, including extracurricular music courses.
5. The superintendent shall also promulgate regulations authorizing and governing the following areas:
6. All fees to be collected within the nine numbered areas of the third paragraph of this policy;
7. Any other types of specialized equipment or attire to be provided by all students in the nine numbered areas of the third paragraph of this policy;
8. Procedures and forms for students or parent/guardians to apply for waivers under this policy;
9. Deadlines for waivers for all types of fees;
10. Procedures for allowing facilities use for NSAA District events to avoid conflict with this policy;
11. Procedures [to avoid the direct handling of fees; for the handling of fees] for students receiving postsecondary education credits;
12. Procedures for handling of fees related to summer school or night school;
13. Attendance requirements and procedures in connection with evening, weekend or summer use of facilities related to all extracurricular activities to avoid conflict with this policy;
14. Procedures for admitting students on waiver to extracurricular activities; and
15. Procedures for transportation of student spectators to extracurricular activities and collection of any related fees.

Public concerns or complaints regarding required fees, attire or equipment shall be addressed under Policy 1003.3 Complaints.

This policy will be reviewed and re-adopted annually by August 1 at a regular or special meeting of the Board. This shall include a review of the amount of money collected under this policy and the use of waivers as provided by this policy. The policy shall be published in the student handbook provided at no cost to each student.

Legal Reference: Neb. Constitution, Art VII, Sect. 1
Neb. Statute 79-215 (tuition)
79-241 (option student busing)
79-605 (nonresident busing)
79-611 (transportation fee)
79-734 (books, equipment and supplies)
79-2,104 (student files)
79-2,125 to 2,134 (student fees law)
79-1104 (before-and-after-school services)
79-1106 to 1108 (learners with high ability)

Section 3 Physical Condition and Injuries

A student will not be permitted to participate in physical education or recess if the student, his/her parents or teacher feel that the student is not in sufficiently good physical condition. The school principal and/or athletic director will be notified of the student's physical condition if there is a question regarding participation.

If a student sustains a serious physical injury, other than a concussion, that requires a physician's attention, and the student's parents do not want him/her to participate in physical education or recess, the student must submit his/her physician's written permission before he/she will be permitted to return to physical education or recess.

Concussions

Any student who has suffered a confirmed concussion will be removed from physical education and recess. The student will not be permitted to return to participation until evaluated by an appropriate licensed health care professional and a written and signed clearance form (RTP-Return to Play) is provided by the health care provider and parent. The school will provide concussion educational training to all coaches and staff. Concussion information can be obtained from numerous internet sites or contact an administrator. It is very important that communication between the school, student and parents be held to provide a safe environment for our students.

The Centennial Concussion Management Team (CMT) consists of administration, the school nurse, and the athletic trainer. Return to Learn Protocol will be as follows:

1. Concussion occurs; family is notified of possible concussion.
2. Encourage parent to obtain medical confirmation of concussion from a licensed health care provider.
3. Parent signs Release of Information form allowing the school to be notified of concussion by the health care provider and for information sharing.
4. CMT Contact person notified of concussion by parent, teacher or health care provider.
5. CMT Contact person informs appropriate school personnel of concussed student and specifies general accommodations from health care provider, if available.
6. CMT implements a gradual Return to Learn Protocol based on the individual needs of the student.
7. CMT documents physical, cognitive, behavioral and emotional symptoms of concussed student and assesses the student's needs based on symptoms.
8. CMT designs individual academic adjustments/accommodation plan with school staff and reviews with student and family.
9. CMT-Teachers monitor the effectiveness of adjustments, accommodations, and symptoms of concussion and report progress/recovery data results to CMT contact person.
10. CMT makes adjustments and readjustments to individual plan until student no longer has special needs in the classroom resulting from the concussion.
11. CMT and family agree the student is symptom free and function is "back to baseline" in classroom.
12. Student returns to the classroom full-time with no adjustments or accommodations.
13. Parent/guardians deliver medical clearance from healthcare provider to the CMT and parent provides written permission for the Return to Play Progression to begin.
14. Student begins Return to Play Progression after a successful Return to Learn.
15. CMT ensures that the concussion date and adjustments for Return to Learn are documented in the student's file.
16. Once the Return to Play Progression has been successfully completed, the student is cleared for participation without restriction.

ARTICLE 10 – STATE and FEDERAL PROGRAMS

Section 1 Notice of Discrimination

Centennial Public School does not discriminate on the basis of race, color, national origin, sex, 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: Colin Bargaen

Title: Secondary Principal

Address: PO Box 187, 1301 Centennial Ave, Utica, NE 68456

Telephone: (402) 534-2321

E-mail: colin.bargaen@centennialbroncos.org

For further information on notice of nondiscrimination call 1-800-421-3481.

For additional prohibited discrimination and related information, please review school district Board Policy 3053 – Nondiscrimination.

Section 2 Designation of Coordinator(s)

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin;	Brad Luce
Title IX	Discrimination or harassment based on sex; gender equity	Colin Bargaen
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Cara Stoll
Homeless student laws	Children who are homeless	Seth Ford
Safe and Drug Free Schools and Communities	Safe and drug free schools	Colin Bargaen

Section 3 Anti-Discrimination and Harrasment

The school district prohibits discrimination and harassment based upon or related to race, color, national origin, sex, religion, marital status, disability, age or any other unlawful basis that (1) has the purpose or effect of creating an intimidating, hostile, or offensive school environment, (2) has the purpose or effect of substantially or unreasonably interfering with a student's school performance, or (3) otherwise adversely affects a student's school opportunities. Students who believe that they have been the subject of unlawful discrimination or harassment due to their disability should contact the following Section 504 Coordinator: Cara Stoll at (402) 534-2321, cara.stoll@centennialbroncos.org, or in person at school. Students who believe that they have been the subject of unlawful discrimination or harassment due to their sex should contact the following Title IX Coordinator: Colin Bargaen at (402) 534-2321, colin.bargaen@centennialbroncos.org, or in person at school. Students who believe that they have been the subject of any other unlawful discrimination or harassment should contact Brad Luce at (402) 534-2321, brad.luce@centennialbroncos.org, or in person at school. Students may report discrimination or harassment to any staff member who will then forward it on to the appropriate coordinator or administrator. The staff member will follow school district policies to respond to the report.

Section 4 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 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 formal 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. Determination Regarding Responsibility

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **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 question 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.

5.6.3 **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:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. 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

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.3. 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.

5.6.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. 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.

5.7.1. 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.

5.7.2. 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:

5.7.2.1. Procedural irregularity that affected the outcome of the matter;

5.7.2.2. 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

5.7.2.3. The Title IX Coordinator, investigator(s), or decisionmaker(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.

5.7.3. As to all appeals, the district will:

5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;

5.7.3.2. 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;

5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. 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:

5.8.1. Provides to the parties a written notice disclosing:

5.8.1.1. The allegations;

5.8.1.2. 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;

5.8.1.3. 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

5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. Recordkeeping.

5.9.1. The district will maintain for a period of seven years records of:

5.9.1.1. 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;

5.9.1.2. Any appeal and the result therefrom;

5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

Section 5 Right of Custodial and Non-Custodial Parents

The school district will honor the parental rights of natural and adoptive parents unless those rights have been altered by a court.

The term "custodial parent" refers to a biological or adoptive parent to whom a court has given primary physical and legal custody of a child, and a person such as a caseworker or foster parent to whom a court has given legal custody of a child.

The district will not restrict the access of custodial and non-custodial parents to their students and their students' records, unless the district has been provided a copy of a court order that limits those rights. If the district is provided such a court order, school officials will follow the directives set forth in the order.

The district will provide the custodial parent with routine information about his or her child, including notification of conferences. The district will not provide the non-custodial parent with such information on a routine basis, but will provide it upon the non-custodial parent's request unless it has been denied by the courts.

A non-custodial parent who wishes to attend conferences regarding his or her child will be provided information about conference times so both parents may attend a single conference. The district is not required to schedule separate conferences if both parents have been previously informed of scheduled conference times.

If either or both parents' behavior is disruptive, staff members may terminate a conference and reschedule it with appropriate modifications or expectations.

Section 6 Complaint Procedures

1. The first step is for the complainant to speak directly to the person(s) with whom the complainant has a concern. For example, a parent who is unhappy with a classroom teacher should initially discuss the matter with the teacher. However, the complainant should skip the first step if complainant believes speaking directly to the person would subject complainant to discrimination or harassment.
2. The second step is for the complainant to speak to the building principal, Title IX/504 coordinator, superintendent of schools, or president of the board of education, as set forth below.
 - a) Complaints about the operation, decisions, or personnel within a building should be submitted to the principal of the building.
 - b) Complaints about the operations of the school district or a building principal should be submitted in writing to the superintendent of schools.
 - c) Complaints about the superintendent of schools should be submitted in writing to the president of the board of education.
 - d) Complaints involving discrimination or harassment on the basis of race, color, national origin, sex, marital status, disability, or age may also be submitted, at any time during the complaint procedure to the School District's Title IX/504 coordinator. Complaints involving discrimination or harassment may also be submitted at any time to the Office for Civil Rights, U.S. Department of Education: by email at OCR.KansasCity@ed.gov; by telephone at (816) 268-0550; or by fax at (816) 268-0599.
3. When a complainant submits a complaint to an administrator or to the Title IX/504 coordinator, the administrator or Title IX/504 coordinator shall promptly and thoroughly investigate the complaint, and shall:
 - a) Determine whether the complainant has discussed the matter with the staff member involved.
 - 1) If the complainant has not, the administrator or Title IX/504 coordinator will urge the complainant to discuss the matter directly with that staff member, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the staff member, the administrator or Title IX/504 coordinator shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Interview the complainant to determine:
 - 1) All relevant details of the complaint;
 - 2) All witnesses and documents which the complainant believes support the complaint;
 - 3) The action or solution which the complainant seeks.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the administrator or Title IX/504 coordinator received the complaint.
4. If either the complainant or the accused party is not satisfied with the administrator's or the Title IX/504 coordinator's decision regarding a complaint, he or she may appeal the decision to the superintendent.
 - a) This appeal must be in writing.
 - b) This appeal must be received by the superintendent no later than ten (10) business days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.

- c) The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involved discrimination or harassment, the superintendent shall submit the decision within 180 days after the superintendent received complainant's written appeal.
5. If either the complainant or the accused party is not satisfied with the superintendent's decision regarding a complaint, he or she may appeal the decision to the board.
- a) This appeal must be in writing.
 - b) This appeal must be received by the board president no later than ten (10) business days from the date the superintendent communicated his/her decision to the complainant.
 - c) This policy allows, but does not require the board to receive statements from interested parties and witnesses relevant to the complaint appeal. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - d) The board will notify the complainant in writing of its decision. If the complaint involved discrimination or harassment, the board shall submit its decision within 180 days after it received complainant's written appeal.
 - e) There is no appeal from a decision of the board.
6. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president shall promptly and thoroughly investigate the complaint, and shall:
- a) Determine whether the complainant has discussed the matter with the superintendent.
 - 1) If the complainant has not, the board president will urge the complainant to discuss the matter directly with the superintendent, if appropriate.
 - 2) If the complainant refuses to discuss the matter with the superintendent, the board president shall, in his or her sole discretion, determine whether the complaint should be pursued further.
 - b) Strongly encourage the complainant to reduce his or her concerns to writing.
 - c) Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
 - d) Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 days after the president received the complaint.

No Retaliation

The school district prohibits retaliation against any person for filing a complaint or for participating in the complaint procedure in good faith.

Special Rules Regarding Educational Services and Related Services to Students with Disabilities

Students with disabilities and their families have specific rights outlined in state and federal law, including administrative processes by which they may challenge the educational services being provided by the school district. Therefore, the appeal process contained in this policy may not be used to challenge decisions made by a student's individualized education plan (IEP) team or 504 team.

Complaints about the educational services provided a student with a disability, including but not limited to services provided to a student with an IEP, access to curricular and extracurricular activities, and educational placement must be submitted to the school district's Director of Special Education. The Director of Special Education will address the complaint in a manner that he/she deems appropriate

and will provide the complainant with a copy of the Notice of IDEA Parental Rights promulgated by the Nebraska Department of Education.

Complaints about the educational services provided a student with a disability pursuant to a Section 504 plan must be submitted to the school district's 504 Coordinator. The 504 Coordinator will address the complaint in a manner that he/she deems appropriate and will provide the complainant with a copy of the Notice of Section 504 Parental Rights adopted by the board of education.

Complaints about the educational services provided to a student who is suspected of having a disability must be submitted in writing to the school district's Director of Special Education or to the district's 504 Coordinator. The Director of Special Education or 504 Coordinator will either refer the student for possible verification as a student with a disability or will provide prior written notice of the district's refusal to do so.

Bad Faith or Serial Filings

The purpose of the complaint procedure is to resolve complaints at the lowest level possible within the chain of command. Complaints filed (a) without a good faith intention to attempt to resolve the issues raised; (b) for the purpose of adding administrative burden; (c) at a volume unreasonable to expect satisfactory resolution; or (d) for purposes inconsistent with the efficient operations of the district may be dismissed by the superintendent without providing final resolution other than noting the dismissal. There is no appeal from dismissals made pursuant to this section.

Section 7 Opting Out of Assessments

The Board of Education has adopted a policy on approval or denial of state and federal assessments opt-out requests, which is based on requirements in law. The policy can be viewed online by visiting: [5018 Parent and Guardian Involvement In Education Practices](#) or can be obtained by submitting a written request to the superintendent.

Section 8 Multi-Cultural Education Policy

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The superintendent shall provide the board with a report on the status of the district's multicultural education program annually.

Section 9 Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973

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

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.
5. Have your child receive services and be educated in facilities which are comparable to those provided to every student.

6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
11. File a local grievance.

Section 10 Notice Concerning Student Records

The Family Education Rights and Privacy Act ("FERPA") provides parents certain rights with respect to their student's education records. These rights include the right to inspect and review the student's education records within 45 days of the date the school receives a request for access; and the right to request the amendment of the student's education records that you believe to be inaccurate.

If parents believe one of their student's records is inaccurate, they should write to the school principal, clearly identify the part of the record they want changed, and specify why they believe it is inaccurate. If the school decides not to amend the record as requested, it will notify the parents of the decision and advise them of their right to a hearing regarding the request for amendment.

Section 11 Routine Directory Information

FERPA 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. The school district has designated the following as directory information:

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 and 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.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written

parental 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.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than September 1, 2023.

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

One FERPA exception permits disclosure to school officials with legitimate educational interests without consent. A school official includes, but is not necessarily 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 his or her 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.

The district will share information with the Department of Education necessary to comply with the requirement of state law that all third- year high school students take a college entrance exam. Any re-disclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Transfer of Records Upon Student Enrollment

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll. The school is not obligated to inform parents when it makes a disclosure under this provision.

Complaints

Individuals who wish to file a complaint with the U.S. Department of Education concerning alleged failures by the School to comply with the requirements of FERPA may contact the Office that administers FERPA:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202-4605

The Every Student Succeeds Act of 2015 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Centennial Public School will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Centennial Public School will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the Act.

Section 13 Protection of Pupil Rights

The Centennial 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).

1. 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, anti-social, 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.

NOTE: Students taking the ACT exam will be prompted to complete a short, optional questionnaire addressing a number of topics. If you wish to review this questionnaire prior to the administration of the exam, please submit a written request to the superintendent.

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. post-secondary 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.

Section 14 Parent & Guardian Involvement in Education 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, 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 - 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 school 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.

Section 15 Title I Parental Involvement Policy

The school district recognizes the unique needs of students who are being served in its Title I program, and the importance of parent and family engagement in the Title I program. Parent and family engagement in the Title I Program shall include, but is not limited to:

1. An annual meeting to which all parents of participating children will be invited to inform parents of their school's participation under this part, to explain the requirements of this part, and the right of the parents to be involved. Invitations may take the form of notes sent with students or announcements in the school newsletter. Additional meetings may be scheduled, based upon need and interest for such meetings.
2. An explanation of the details for the child's and parents' participation, including but not limited to: curriculum objectives, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards, type and extent of participation, parental input in educational decisions, coordination, and integration with other Federal, State, and district programs, and evaluations of progress.
3. Opportunities for participation in parent involvement activities, such as training to help parents work with their children to improve achievement. A goal of these parent

activities is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

4. The district will, to the extent practicable, provide parents of limited English proficiency, parents with disabilities, parents with limited literacy, are economically disadvantaged, are of a racial or minority background or parents of migratory children with opportunities for involvement in the Title I Program. Communication to parents about student progress and the district's other Title I Program communications will be provided in the language used in the home to the extent practicable. Responses to parent concerns will be provided in a timely manner.
5. Opportunities for parent-teacher conferences, in addition to those regularly scheduled by the school district, if requested by the parents or as deemed necessary by school district staff.
6. The district will coordinate and integrate parental involvement programs and activities with other programs in the community. These may include cooperation with other community programs such as Head Start and preschools and other community services such as the public library.

The district will educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

Section 16 Homeless Students Policy

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students:

It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator:

The Superintendent shall serve as the District's designated Homeless Coordinator. The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for why they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children:

A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when

permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. In the event of an enrollment dispute, the placement shall be at the school in which enrollment is sought, pending resolution of the dispute in accordance with the dispute resolution process. The homeless child shall be immediately enrolled in the school in which the District has determined to place the child, even if the child is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the Centennial Public School, and the homeless child continues to live in the Centennial Public School district, transportation to and from the school or origin shall be provided by the Centennial Public School; and (2) if the homeless child lives in a school district other than the Centennial Public School, but continues to attend the Centennial Public School based on it being the school of origin, the new school and the Centennial Public School shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

Section 17 School Wellness Policy

The Centennial Public School (CPS) District is committed to providing school environments that promote and protect children's health well-being, and ability to learn by supporting healthy eating and physical activity. [Policy 5052- School Wellness](#).

Section 18 Breakfast and Lunch Programs

The Centennial Public School has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced-price meals to eligible children in the schools under its jurisdiction. The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced-price meals in all National School Lunch Programs. The District provides the United States Department of Agriculture's required nondiscrimination statement:

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD3027) 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

In fulfilling its responsibilities, the school food authority, Centennial Public School:

1. Agrees to serve meals free to children from families whose income meets eligibility guidelines.
2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.
3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced-price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced-price meals shall not be required to: Work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to be continued eligibility of any child for free or reduced-price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

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

The following attachments will be available in the office of the Superintendent:

- Eligibility criteria for free and reduced meals
- Parent letter and application
- Public release
- Collection procedure

Breakfast and Lunch Prices for 2023-24

Group	Breakfast	Lunch	Milk
PreK - 5th Grade Students	\$2.10	\$2.90	\$0.50
Adults	\$2.35	\$3.85	\$0.50
Students' lunch money will be credited to a "family account" versus an "individual account."			

**RECEIPT OF THE 2023-2024 STUDENT-PARENT HANDBOOK
OF CENTENNIAL PUBLIC SCHOOL**

This Student Handbook is distributed in accordance with Nebraska State Law, Section 79-262, paragraph three which states in part: "Rules and Standards which form the basis for discipline shall be distributed to students and parents at the beginning of each school year or at the time of enrollment..."

PARENT/STUDENT AGREEMENT

I have received and read the Student Handbook that describes the Centennial School District's discipline policies, regulations, rules, and expectations to be followed by students enrolled in Centennial Public School, including the Drug Free School Policy. My child and I have discussed these policies and understand that we must comply with them.

RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS

In light of the unique challenges and circumstances posed by the outbreak of the novel coronavirus and the recent promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

**Parent (or guardian) and students are required to sign & return
the receipt form below by August 25, 2023.**

Student #1 Signature: _____ Date: _____

Student #2 Signature: _____ Date: _____

Student #3 Signature: _____ Date: _____

Student #4 Signature: _____ Date: _____

Student #5 Signature: _____ Date: _____

Parent or Legal Guardian's Signature: _____

Date: _____

STUDENT'S INTERNET ACCEPTABLE USE AGREEMENT

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

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

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

Student #1 Name (Printed): _____

Student #1 Signature: _____ Date: _____

Student #2 Name (Printed): _____

Student #2 Signature: _____ Date: _____

Student #3 Name (Printed): _____

Student #3 Signature: _____ Date: _____

Student #4 Name (Printed): _____

Student #4 Signature: _____ Date: _____

Student #5 Name (Printed): _____

Student #5 Signature: _____ Date: _____

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

Please return this page, signed, to the Centennial Secondary Office no later than Friday, August 25, 2023.

Sincerely,

Brad Luce
Elementary Principal

COMMUNITIES UNITED FOR A BRIGHTER TOMORROW
EMPOWER, CHALLENGE, AND SUPPORT EVERY STUDENT, EVERY DAY.
2023 - 2024



**CENTENNIAL
PUBLIC SCHOOL**

Teacher Handbook

Centennial Public School
Teacher Handbook
2023-24 School Year

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Section 1 Intent of Handbook

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

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

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

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

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

This handbook will be in effect for the 2023-2024 and subsequent school years unless replaced by a later edition.

Section 2 Information About Centennial Public School

FORMED:

School districts of Beaver Crossing, Utica and Waco merged in 1967 (Thayer merged with Waco earlier). The school district of Gresham and part of the Cordova district joined in 1986.

SIZE:

Approximately 316 square miles located primarily in eastern York and western Seward counties. Some parcels of land from Butler and Polk counties are also in our district.

LOCATION:

Pre-K - 12 District at Utica. All students under one roof!

FACILITIES:

- 1977 - A 100,000 square foot school was built on a 40 acre site in Utica.
- 1988 - A 3,840 square foot addition of a weight room/wrestling practice area.
- 1992 - A 12,000 square foot elementary addition.
- 1997 - A 7,650 square foot secondary addition (three classrooms and a girls locker room).
- 2009 - A 22,000 square foot addition of a Performing Arts Center.
- 2015 - A 50,000 square foot addition of new Jr. and Sr. High Science classrooms, Vocational Ag and Industrial Arts classrooms and shops, and a new competition gym and locker rooms.
- 2017 - New concessions stand and restrooms at the football field/track.
- Two additional auxiliary buildings are also located in Utica.

ENROLLMENT:

PK-12 student enrollment averages between 350-450 students yearly.

Section 3 School Vision and Mission Statement

Communities united for a brighter tomorrow; empower, challenge and support every student, every day.

- Engage students in rigorous, relevant and fun learning opportunities that promote academic, physical, social and emotional growth.
- Implement student-centered educational programs that challenge all students to perform at their highest potential.
- Inspire students to be critical thinkers and problem solvers through a variety of methods.
- Support our students when they face challenges and conflicts.
- Build leaders at all grade levels.
- Instill a deep sense of pride in school, community, state and country.
- Build confidence, leadership skills, and workforce skills for all students.
- Provide service opportunities for all students.
- Partner with local businesses and community members to set up real world education, connections and opportunities for all students at all ages.
- Create a positive Culture amongst all employees, families and students.
- Help our students build relationships that last a lifetime.

Section 4 Member of the Board of Education

Name	Position
Jason Richters	President
Mark Avery	Vice-President
Bryce Borchers	Secretary
Doug Cast	Treasurer
Jodi Cast	Member
Derek Tomes	Member

Section 5 Administrative Staff

Name	Position
Ford, Seth	Superintendent
Bergen, Colin	Secondary Principal
Luce, Brad	Elementary Principal
Stoll, Cara	Special Education Director
Wagner, Jenny	Assistant Principal/Activities Director
Tesar, Dan	Operations Director/Technology Coordinator

Section 6 Teachers and Counselors

Name	Department	Grades
Acton, Katie	Vocal Music	K-12
Acton, Nate	Instrumental Music	K-12
Anstine, Alex	Special Education	K-9
Bergen, Jennifer	Mathematics	10-12
Barjenbruch, Craig	Business	7-12
Barjenbruch, Jordan	5th Grade	5

Breitkreutz, Jessica	Technology Integrationist/Library Media Specialist	PK-12
Chrisman, Dana	Preschool	PK
Dannehl, Emma	Art	K-12
Dey, Julie	6th Grade	6
Easter, Cassa	Science	10-12
Eitzmann, Barry	Mathematics	8-12
Fehlhafer, Kelly	Speech-Language Pathologist	PK-12
Fowler, Jarrett	2nd Grade	2
Geiger, Rochelle	Elementary Counselor	PK-6
Heine, Bridget	Kindergarten	K
Hirschfeld, Tricia	Interventionist	4-8
Homolka, Tori	Preschool	PK
Johansen, Rob	Industrial Tech	7-12
Jorgensen, Crystal	3rd Grade	3
Klanecky, Evan	PE	7-12
Klanecky, Nikki	Special Education	7-12
Kloke, Eric	PE	K-6
Kucera, McKenna	4th Grade	4
Morenzoni, Liz	5th Grade	5
Mowinkel, Calyn	Family Consumer Science	7-12
Ortmeier, Jordan	Social Studies/Criminal Justice	10-12
Ortmeier, Mark	Science/PE	K-8
Pankoke, Leah	Business/Technology	7-12
Payne, Phil	Social Studies	7-9
Petersen, Emily	Spanish	8-12
Podliska, Holly	Agriculture	8-12
Pracheil, Molly	3rd Grade	3

Pulliam, Laura	Language Arts	6-8
Rafert, Linda	Title I	K-6
Robinson, Chelsea	Special Education	K-6
Rodine, Drew	Math/Coding and Robotics	6-8
Rodine, Shauna	1st Grade	1
Sams, Brian	Science	9-12
Saunders, Rachel	Language Arts	9-12
Scholl, Cam	Special Education/PE	7-12
Schutt, Kaylee	4th Grade	4
Sloup, Natalie	Preschool	PK
Soliz, Danae	1st Grade	1
Struckman, Amanda	Language Arts	10-12
Stutzman, Edith	2nd Grade	2
Waller, Zachary	Guidance Counselor	7-12
Warm, Molly	Kindergarten	K

Section 7 Support Staff

Name	Position
Tonniges, Lindsey	Nurse
Rhodes, Marge	Bookkeeper
Fickel, Teri	Special Education Secretary
Dickey, Susan	Superintendent Secretary
Jackson, PJ	Secondary Secretary
Fehlhafer, Kara	Secondary Secretary
Crawford, Megan	Elementary Secretary
Fortner, Si	Maintenance Technician
Borncamp, Dieter	Custodian

Borncamp, Socorro	Custodian
Kirkpatrick, Diana	Custodian
Mogee, Nancy	Custodian
Tieken, Tim	Custodian
Wiemer, Nick	Custodian
Adrienne Heater	Head Custodian/Transportation
Brueggemann, Jayson	Athletic Trainer
Bush, Dianne	Food Service
Walgren, Donna	Food Service
Allen, Dani	Food Service
Dumpert, Nicole	Transportation
Erks, Barb	Transportation
Erks, Ron	Transportation
Gierhan, Brenda	Transportation
Gierhan, Bryant	Transportation
Gumaer, Carrie	Transportation
Heine, Kathy	Transportation
Richters, Nancy	Transportation/7-12 Study Hall Supervisor
Steve Fehlhafer	Transportation Supervisor
Ahrens, Julie	Paraprofessional
Yamber, Dana	Media/Paraprofessional
Black, Heather	Paraprofessional
Butzke, Angela	Paraprofessional
Ford, Keshia	Paraprofessional
LeDoux, Sarah	Paraprofessional
Lostroh, Amanda	Paraprofessional
Pavlish, Erin	Paraprofessional
Prochaska, Vicki	Paraprofessional

Rathjen, Teresa	Paraprofessional
Sheehan, Kim	Paraprofessional
Stephens, Kim	Paraprofessional
Stuhr, Wendy	Paraprofessional

Article 1 - SCHOOL CALENDAR AND SCHEDULES

Section 1 2023-2024 Centennial School Calendar

Centennial Public School																																																							
2023-2024 School Calendar																																																							
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	School Closed/ Holidays		Teacher in-Service Day (no school for students)
	P-T Conferences		First and Last Day of School (1:30 Dismissal)
	Start/End of Quarter		Graduation
	2:30pm Dismissal: Inservice		

Section 2 Daily Schedule

The Centennial student attendance day begins at 8:10 a.m. for K-12 students and ends at 3:26 p.m. for elementary students and 3:30 p.m. for secondary students. Students in grades 7-12 are allowed to go to their classrooms beginning at 8:00 a.m.

Secondary Schedule

Enter School Building.....	8:00
Class Warning Tone.....	8:05
Period 1.....	8:10 - 8:56
Period 2.....	8:59 - 9:45
Bronco Period.....	9:48 - 10:06
Period 3.....	10:09 - 10:55
Period 4.....	10:58 - 11:44
Junior High Lunch.....	11:44 - 12:14
Period 5 (Junior High).....	12:17 - 1:03
Period 5 (High School).....	11:47 - 12:33
Senior High Lunch.....	12:33 - 1:03
Period 6	1:06 - 1:52
Period 7.....	1:55 - 2:41
Period 8.....	2:44 - 3:30

Section 3 Severe Weather and School Cancellations

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

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed. In addition, the school alert system will be activated.** In some instances, schools will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing.

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

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

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

Section 4 Contract Days

Teachers are contracted for 185 days (hereinafter referred to as the "contract year"). Such contract days shall be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

Article 2 - EMPLOYMENT, COMPENSATION AND BENEFITS

Section 1 Employment

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

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

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

Section 2 Assignments

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

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school

district is an integral part of the overall educational program of the school district. A teacher is expected to assist at a minimum of four events during a school year, two in the Fall season and two in the Winter season, in addition to their “extra duty” assignments. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher’s overall performance to the District.

Section 3 Personnel File

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

Section 4 Grievances and Complaints

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

Section 5 Compensation

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

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

Salary Payments. Salary is payable over twelve equal installments. Teachers will be paid on the 15th of the month, or the last preceding school day, if the 15th falls on a vacation or week-end day. In emergency cases exceptions may be made, subject to the approval of the Board. In no case shall the Board advance more than one month's salary. Upon separation of a teacher’s employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

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

Section 6 Extended Duty Pay

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at a rate agreed upon between the Superintendent and the teacher and approved by the Board of Education.

Section 7 Benefits

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district’s Section 125 Plan document. Teachers shall make annual

fringe benefit elections by September 1 of each school year. Should a teacher fail to make such election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A." The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

Section 8 Payroll and Payroll Deductions

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

Section 9 Expense Reimbursement

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

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

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved in advance by either the Principal or, if the expense relates to an activity, by the Activities Director. Any and all detailed receipts or documentation related to such expenses shall be submitted to the approving administrator. Reimbursement allowable up to the district limits.

Section 10 403(b) Salary Reduction Agreements

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

Section 11 Overtime

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "A" to this handbook. Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular

workweek is from 12:00 a.m. on Monday through 11:59 p.m. on Sunday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for nonexempt employees will be paid at the rate of not less than 12 times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 12 times the number of hours worked in excess of 40 hours in any workweek. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

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

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

Section 12 Milk Expression

Except as otherwise provided by law, the district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time such employee has need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public. These accommodations will be provided from one year after the child's birth, unless otherwise required by law.

Article 3 - ABSENCES FROM WORK

Section 1 Paid Leave - Sick and Personal Leaves

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

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

Requests for Leave

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

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

For personal and other leaves, a Request for Leave form is to be submitted to the Principal at least a week prior to the leave, or such other advance notice as is practicable under the circumstances.

Return from Leave

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

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

Section 2 Payroll Deductions for Absences in Excess of Paid Leave

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = $1/185^{\text{th}}$ of total salary and fringe benefits.

Section 3 Leaves of Absence

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

Section 4 Jury Duty

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the Principal of the amount received for such jury duty.

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

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

Section 5 Military Leave

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, "reserves"), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher's regular annual leave. When the governor of this state shall declare that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

Section 6 Family and Medical Leave Act

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12 month period to eligible employees in specified circumstances. A publication provided by the federal government which provides more information about FMLA leaves is attached as Appendix "C" to this handbook. Some specifics regarding FMLA leave at Centennial Public School:

- a. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.
- a. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

Article 4 - DUTIES AND RESPONSIBILITIES

Section 1 Hours of Work & Meetings

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

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Certificated employees are required to serve on playground, lunchroom, bus and hall supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

Teachers shall attend meetings called by the Superintendent of Schools, Principals, department heads and team leaders, except those meetings which are designated for optional attendance.

Section 2 Arrival to Duty Assignments

Full-time teachers have a designated on-site work day as 7:45 a.m. to 3:45 p.m., to be in their classroom no later than 8:00 a.m., and to remain on duty until 3:45 p.m. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 10 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned area (Example: Hall supervision) before each period begins to assure that students are not unsupervised within the classroom.

Section 3 Leaving School

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the Principal's office.

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

Section 4 Lesson Plans & Sub Folder

Teachers will prepare written lesson plans which cover at least five days of advance instruction. The plans must be posted on PlanBook.com and linked into your Google Classroom in order for students and parents to access them. Please keep a folder for substitutes, including lesson plans, class rosters, safety procedures, etc. in a place in which the sub folder will be readily available in the teacher's absence.

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

Section 5 Daily Class Record Books

Every teacher is required to keep a complete and easily understandable record of the attendance and achievement of every student in a class. This class record must be kept current and recorded in PowerSchool.

*There is no minimum requirement for the frequency of recorded grades (or for the giving of written lessons or examinations). Be sure that you assess and check for

understanding frequently enough and that you record grades frequently enough to readily and realistically justify the term and final grades which are reported to parents. Secondary teachers should strive to record three grades/week if possible in order to provide feedback to students and opportunities for students to demonstrate understanding.

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

Because the entries in the class record constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to post the teachers' class record to PowerSchool for filing in the permanent records. Teachers who return to Centennial and who wish to refer to the previous year's class record may request access to that information.

Section 6 Classroom and School Procedures

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

1. Bulletin Boards

Each teacher shall be responsible for completing appropriate bulletin boards regarding curriculum related matters in their primary classroom.

2. Text Book and Room Inventory

All school purchased materials must be inventoried. Textbooks are to be numbered. Teachers should keep good records of who has which book. **At the start of the year, note condition of the textbook on the inventory sheet and keep this sheet.** When a book is turned in, again, note its condition and if the book shows abuse (other than normal wear) assess a fine based on the table found in the student handbook. Encourage students to put covers on their books by the end of the first week after receiving them.

3. Use of Teacher Aides (Paraprofessionals)

Paraprofessionals work under the supervision of certified staff to support and assist students throughout the school day. Roles and responsibilities of the paraprofessional include reinforcing instructional and behavioral goals, monitoring the learning environment, providing individual and small group assistance following teacher instruction, and collaborating with certified staff to evaluate student progress. Teachers are responsible for planning, communicating, and monitoring the daily instructional activities paraprofessionals perform. It is critical for each classroom teacher to continuously model the role of educational leadership and explain the paraprofessional's accountability for student achievement.

Communicating with paraprofessionals to help define roles, clarify expectations, and identify overall goals is a vital component to sustaining an effective working relationship. Providing consistent opportunities for feedback and discussion is an essential element for successful utilization of the paraprofessional. The cooperative effort of the teacher and paraprofessional will result in a high level of instruction to enhance the educational opportunities for all students.

4. Use of Student Aides

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student or record grades. School keys are

NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours. The supervising teacher is responsible for communicating attendance on a daily basis by either calling or emailing the high school office. Tardiness needs to be communicated to the high school office as well. Set expectations for your student aides on the first day and be consistent in enforcing them.

5. Checking Out of Equipment

All equipment must be checked out through the building Principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

6. Requisition of Equipment and Supplies

Books and supplies which are needed for instruction should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

7. Email

Each teacher will be assigned a school email address for purposes of intra-school and inter-school email correspondence. Teachers should check for email throughout the day, and should timely respond to emails which require a response, but should avoid checking and responding to emails during instructional time. Use of the District's email system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

8. Teacher Mail Box

Each teacher will be assigned a mailbox located in the Teacher's Lounge. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer, teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communication regarding school business.

9. Teachers Meetings

Teachers' meetings will be held as needed. ALL teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

10. Classroom and Building Safety/Maintenance Requests

A neat, clean, orderly and properly ventilated room helps in motivating students to learn. It sets an example for them to follow, and increases their pride in the school. It shall be the duty of each teacher to keep his/her desk, bookshelves and counter top orderly and clean. Chalkboards should be erased before leaving the room. DO NOT WASH CHALKBOARDS or WHITEBOARDS. The custodian will maintain the floors with special emphasis placed on "hard to get places" such as under a table. If light bulbs burn out, switches become defective or windows need cleaning, the teacher should notify the custodian or Principal. Supplies such as dust cloths, etc. may be obtained from the custodian as they are needed. Any requests for maintenance are to be submitted online through the work order system. To submit a maintenance request, please do the following: Open a new tab in Chrome and the Staff Portal should appear. Click on "Maintenance Work Orders". You can also access the Staff Portal from our website (www.centennialbroncos.org): Menu --> Faculty & Staff --> Staff Portal

Please ask eighth period students to pick up chairs and place them on top of desks and tables. The custodians will appreciate your assistance.

11. Study Hall

Since some students are in more than one study hall, it helps discipline for all study hall teachers to follow the same general procedures.

- Keep a seating chart.
- Maintain a quiet study atmosphere.
- Allow students on the floor only after permission has been obtained. Teachers will want to limit the number on the floor depending on the size of the study hall. Students must bring reading books or study material to study hall.
- Permission to talk must be obtained from the teacher. Permission will be granted to one student at a time.
- There is no reason why students should not be allowed to use the water fountain or rest room during the period, provided they ask permission and sign out. Limit the number to one.
- Students must have a pre-signed pass from another teacher if they wish to leave your study hall for reasons other than those above.
- The use of the library during study hall time rather than during class time should be encouraged. However, a pass must be used, granted by the study hall teacher.
- A reason for all library passes must be written on the pass. Students will be required to return to their study hall immediately after obtaining materials or completing stated reason for their library pass.
- Media Center passes will be limited to six students at one time. As students return, other students may go to the Media Center. Media Center passes will be limited to 15 minutes per students. (Special arrangements may be made.)
- Obviously, each day and each period, the study hall will present different problems. You will find that moving around is a big help. Check what the students are doing. It is always easier to relax discipline if needed than to tighten it up. A few simple rules enforced by you, the teacher will facilitate a more productive study hall.
- Sleeping will not be permitted.

12. Coaching and Activity Sponsor Responsibilities

Sponsor responsibilities on bus trips:

- A signed permission slip from a parent/guardian must be obtained before any student may be taken on a school sponsored trip.
- An emergency medical release form must accompany all permission slips.
- Submit transportation requests as soon as possible to facilitate proper trip preparations (at a minimum, 1 week in advance).
- Report to the bus driver of any deviation from the requested trip, such as restroom stops, lunch stops, side trips, departure and return times, and any other change from original bus request information. Do not surprise the driver with a last minute change.
- Keep each student seated in his/her seat.
- Control the noise level.
- Make certain the trash, paper, cans, etc. are picked up and removed from the bus or placed in a waste basket.
- Take roll after you board the bus to leave and before you return home.
- Coaches and sponsors must notify parents guardians if a student fails to board the bus for any activity or field trip. If a secretary is on duty, the sponsor may ask her to notify parents. If a secretary is not on duty, a cell phone may be used to contact parents.
- On all activity trips the students must travel to and from the activity in transportation provided by the school.

Only exceptions are:

1. Injury to participant which would require alternate transportation.

2. Prior arrangement between the coach/sponsor and participant's parent/guardian.
 3. Students will not be permitted to ride home from a school activity with any minor (under age 21).
- Any special requests must be approved by the Principal before the student(s) leave on school sponsored trips.

4. Church Night

Any requests for Wednesday/Sunday activities must be approved by the appropriate Principal and Superintendent. If approval by both administrators, the Board of Education is to be informed no later than the next regular meeting.

5. Money Raising Activities

Money raising activities must have the approval of the Principal and the Superintendent. School projects to raise money except for the sale of tickets to school activities will be discouraged and kept to a minimum.

14. Event Help

All certified staff will be expected to assist at a minimum of four events during a school year, two in the Fall season and two in the Winter season. Staff members will be assigned events if they do not sign up on their own. Staff members who are unavailable to help at the event that they are assigned to work must find their own replacements and notify the AD of who will be taking their place. Consideration will be given to coaches/sponsors during seasons in which they are coaching/sponsoring.

Employee Use of Electronic Communication Devices

While employees are allowed to possess and carry electronic communications devices on school property, such possession and use are subject to the following rules:

District-Issued Communications Devices

Communication devices issued by the District may include, for example, cellular telephones, walkie-talkies, electronic tablets or laptop computers, citizen band radios, either installed in vehicles or hand-held, and pagers/beepers.

Employees in receipt of District-issued equipment shall be held responsible for the safekeeping of the equipment and exercise reasonable efforts to see that the equipment is not lost, stolen, or damaged. Reckless or irresponsible use of District equipment, resulting in loss or damage may result in the employee having to reimburse the District for any associated costs of replacement or repair.

Any such devices issued shall be with the expectation that they are to be used, almost exclusively, for District-related business purposes and are not intended for personal use except in emergencies involving employee health or safety.

District-issued equipment shall be used in a manner that does not disrupt instruction and should not be used during school-sponsored programs, meetings, in-services, or other events where there exists a reasonable expectation of quiet attentiveness unless there is a reason of personal health or safety involved.

Any District-issued equipment is to be surrendered back to the District immediately upon request.

Personally Owned Electronic Communications Devices

Employees may possess and carry cell phones, electronic tablets, and laptops during the school day on school property.

Personally owned hand-held citizens band radios, portable police scanners, and long or short-range walkie-talkies should not be used or carried by employees on school property during the school day unless by specific permission of their immediate supervisor based on a personal health or safety need.

Cell phones should not be used during the employee's normal duty times to send or receive messages of a personal nature, but such use is allowable during normal break times, lunch times, and preparation times. Use of cell phones should be curtailed during instructional time or at school-sponsored programs, meetings, in-services, parent/guardian conferences, or any other time when there would be a reasonable expectation of quiet attentiveness.

Any employee violating the above rules may be subject to disciplinary action.

Section 7 Supervision of Students

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

1. Proper Supervision

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on noon duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential: do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Centennial Public School. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.

- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students note it in your written records (e.g., your lesson plan book or daily reports).
- Review classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules contact the student(s) to review the same information and also note that contact in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check the intercom periodically to make sure you can communicate with the office immediately in the event of an emergency.

4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance

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

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

Student Searches

Office administration should also be contacted before performing searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

Student Rights

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

Section 8 Managing Student Conduct

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

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

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the Principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student may not go to the Principal or the counselor when sent. The administrator will inform the teacher of the consequences.
6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules, which are also violations of state law, are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

Section 9 Dispensing Medication

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. '71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security

Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

Section 10 Reporting Child Abuse

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation, which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;
- (c) Deprived of necessary food, clothing, shelter, or care;
- (d) Left unattended in a motor vehicle if such minor child is six years of age or younger;
- (e) Sexually abused; or
- (f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Staff members are to inform their Principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report with the staff member. However, informing a Principal or supervisor does not end the staff member's responsibility; staff members are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to interview the child during the school day and prior to an evening or weekend. In cases of physical injury (e.g., bruising or other marks), it is essential the police observe and document the injury. See Board Policy 4054.

Section 11 Threat Assessment & Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- 1. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and

means.

2. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report substantive threats to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team shall consist of the Superintendent, building Principals, counselor, teachers, and local law enforcement. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is

contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Section 12 Emergency Response to Life-Threatening Asthma or Systemic Allergic Reactions (Anaphylaxis)

DEFINITION: Life-threatening asthma consists of an acute episode of worsening airflow obstruction. Immediate action and monitoring are necessary. A systemic allergic reaction (anaphylaxis) is a severe response resulting in cardiovascular collapse (shock) after the injection of an antigen (e.g. bee or other insect sting), ingestion of a food or medication, or exposure to other allergens, such as animal fur, chemical irritants, pollens or molds, among others. The blood pressure falls, the pulse becomes weak AND DEATH CAN OCCUR. Immediate allergic reactions may require emergency treatment and medications.

LIFE THREATENING ASTHMA SYMPTOMS: Any of these symptoms may occur:

- Chest tightness
- Wheezing
- Severe shortness of breath
- Retractions (chest or neck "sucked in")
- Cyanosis (lips and nail beds exhibit a grayish or bluish color)

- Change in mental status, such as agitation, anxiety, or lethargy
- A hunched-over position
- Breathlessness causing speech in one-to-two word phrases or complete inability to speak

ANAPHYLACTIC SYMPTOMS OF BODY SYSTEM: Any of the symptoms may occur within seconds. The more immediate the reactions, the more severe the reaction may become. Any of the symptoms present requires several hours of monitoring.

- Skin: warmth, itching, and/or tingling of underarms/groin, flushing, hives
- Abdominal: pain, nausea and vomiting, diarrhea
- Oral/Respiratory: sneezing, swelling of face (lips, mouth, tongue, throat), lump or tightness in the throat, hoarseness, difficulty inhaling, shortness of breath, decrease in peak flow meter reading, wheezing reaction
- Cardiovascular: headache, low blood pressure (shock), lightheadedness, fainting, loss of consciousness, rapid heart rate, ventricular fibrillation (no pulse)
- Mental status: apprehension, anxiety, restlessness, irritability

EMERGENCY PROTOCOL:

1. CALL 911
2. Summon school nurse if available. If not, summon designated trained, nonmedical staff to implement emergency protocol
3. Check airway patency, breathing, respiratory rate, and pulse
4. Administer medications (EpiPen and albuterol) per standing order
5. Determine cause as quickly as possible
6. Monitor vital signs (pulse, respiration, etc.)
7. Contact parents immediately and physician as soon as possible
8. Any individual treated for symptoms with epinephrine at school will be transferred to medical facility

STANDING ORDERS FOR RESPONSE TO LIFE THREATENING ASTHMA OR ANAPHYLAXIS:

- Administer an IM EpiPenJr. for a child less than 50 pounds or an adult
- EpiPen for any individual over 50 pounds
- Follow with nebulized albuterol (premixed) while awaiting EMS. If not better, may repeat times two, back-to-back
- Administer CPR, if indicated.

Article 5 - PERSONAL AND PROFESSIONAL CONDUCT

Section 1 Professional Ethics Standards

The Centennial Public School expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards, which certificated employees are expected to adhere to, include those set forth below. References to “educator” shall include all certificated employees of the District.

Preamble

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

Principle I - Commitment as a Professional Educator:

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

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

Principle II - Commitment to the Student:

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.

- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public:

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

Principle IV - Commitment to the Profession:

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices:

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

- A. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
- B. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.

- C. Shall give prompt notice to the employer of any change in availability of service.
- D. Shall conduct professional business through designated procedures, when available, that have been approved by the employing agency.
- E. Shall not assign to unqualified personnel, tasks for which an educator is responsible.
- F. Shall permit no commercial or personal exploitation of his or her professional position.
- G. Shall use time on duty and leave time for the purpose for which intended.

Section 2 Evaluations

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

Section 3 Role Model

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

Section 4 Relationships

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

Concerns:

Concerns need to be addressed early on before they become major problems. If you have a concern about something you have heard, something someone has told you, something you have seen, or any other circumstances, it is your obligation to take your concern in a reasonable, non-accusatory, rational and professional manner to the closest person involved. If you are disturbed about something to the point of needing to tell it to someone else, first visit with the person involved to be sure you have the whole, complete and clear story. Do not spend your time "discussing" something you have heard from a third party, until you have checked out the validity of the statements from the person who made them initially. Don't lose sleep over something that may not be true to begin with. Clear, open and timely communications is the key to avoiding hurt feelings and the spreading of unnecessary rumors.

Section 5 Professional Attire

The attire worn by staff members conveys an important image to students and the general public. The appearance of professional staff members shall be appropriate to their assigned duties and indicative of their professional standing in the school and community.

A. General Expectations in Dress and Appearance

1. Certified staff should generally dress in business casual attire that is clean and professional.

B. Unacceptable Forms of Dress and Appearance

1. The following are examples of unprofessional attire which should not be worn by classroom staff during the traditional school day, when students or visitors are in attendance, or when the employee is supervising, directing, or coaching students when the public is in attendance:
 - For men: shirts without collars, unless the shirt can be deemed professional by other standards.
 - Athletic wear, including, sweat, jogging, athletic leggings and wind suits, except when teaching a physical education activity in the gymnasium, on a playing field, or at athletic or other activity practices.
 - T-shirts or sweatshirts without hoods, unless they are Centennial Broncos or can be deemed professional by other standards.
 - Shorts, except when teaching physical education class or athletic or other activity practices.
 - Blue Jeans, except at athletic or other activity practices, or on days considered to be “dress down” days.
 - Hats, except when worn outside for sun coverage.
 - Rubber soled “flip flop” thong sandals.
 - Any attire which is excessively wrinkled or torn, so that it is no longer neat or professional.
 - Any attire which is immodest or may distract other employees or students in the learning environment.

C. Enforcement

The Superintendent or Principal shall maintain the discretion to make determinations of staff dress and appearance. Administrators may temporarily suspend all or portions of the dress code when other factors support a lower dress expectation for school employees (e.g., special “casual days” or field trips). Any violation of school policy and rules may result in disciplinary action.

Section 6 Private Tutoring

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the

- teacher's class.
2. The teacher is not to provide private tutoring during duty time.
 3. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

Section 7 Outside Employment

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

Section 8 Social Media Usage By Staff

Social media is an important tool for communicating, keeping up-to-date with current developments in education, and for conducting research to enhance management, teaching, and learning skills. The district also uses social media accounts to provide information to district stakeholders. All staff members must refer to and comply with the Centennial Board Policies regarding Staff Internet and Computer Use and Staff and District Social Media Use. Staff members who are uncertain about the applicability of board policy to a particular situation must confer with their supervising administrator prior to posting on social media. See Board Policy 4051.

Article 6 - ACADEMIC MATTERS

Section 1 Purpose and Goals of Academic Achievement

The Centennial Public School Board of Education is committed to providing a quality education for all Centennial Public School students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

Section 2 Teaching to Student Understanding to Assure Learning

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

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

Section 3 Instruction in the Curriculum

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

Section 4 Measuring and Reporting Academic Achievement

Grades and Grading. Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is recommended that the teacher record at least three grades per week. It is generally preferable to give numerical grades for tests, quizzes, and daily work. **GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

Recording Grades. Each teacher shall record grades in the PowerSchool Administrative Record System. A sufficient number of grades must be recorded in the grade book to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

Grade Scales. Teachers are to use only the grading scales set forth below. Any deviation from the approved grade scales must be approved by the building Principal.

STUDENT EVALUATION SCALE:

The grade scales to be used for reporting student progress in Centennial Elementary are as follows:

Kindergarten students are graded by mastery of skills. The grade symbols are:

S	Satisfactory
N	Needs Improvement
X	Unable to do this

Grades 1 - 2 students receive report card grades: The following letter grades/symbols are used:

O	Outstanding	100% - 95%
S+	Very Good	94% - 90%
S	Satisfactory	89% - 80%
N	Needs Improvement	79% - 70%

U	Unsatisfactory	69% - 0%

Grades 3 - 6 students receive report card grades. The following symbols are used:

A+ = 99-100	B+ = 91-92	C+ = 84-85	D+ = 76-77
A = 95-98	B = 88-90	C = 80-83	D = 72-75
A- = 93-94	B- = 86-87	C- = 78-79	D- = 70-71
			F = 0-69

Elementary physical education, instrumental music, vocal music and library skills are graded as follows:
Excellent, Satisfactory, Improving, Growth Needed, and Unsatisfactory

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

The grade scales to be used for reporting student progress in **Grades 7 - 12** are as follows:

A	93 - 100	Excellent
B	86 - 92	Above Average
C	78 - 85	Average
D	70 - 77	Below Average
F	Below 70	Failure
INC		Incomplete, failure unless removed

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

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.
2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation of the pupil's status as of the close of the semester; not an average of two nine-week marks).
4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

Reconsideration of Grades/Marks

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

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

Transfer Grades

A student transferring into Centennial Public School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. Grades must be approved for credit by the Principal.

Reports to Parents

Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, second quarter, first semester, third quarter, fourth quarter, and second semester. The grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes, which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

Secondary 1/3 & 2/3 Quarter Progress Reports To Parents (Special Reports)

One-Third and Two-Third quarter progress reports are prepared by the teacher at or near the end of the 3rd week and 6th week of each quarter. These reports are to be turned into the office and will be mailed to parents.

Section 5 Parent-Teacher Conferences

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

conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school years is as follows:

DATE	TIME
Wednesday, October 4, 2023	4:00 p.m. - 8:30 p.m.
Wednesday, October 5, 2023	4:00 p.m. - 8:30 p.m.
Wednesday, February 7, 2024	4:00 p.m. - 8:30 p.m.
Thursday, February 8, 2024	4:00 p.m. - 8:30 p.m.

Teachers are expected to be prepared for such conferences. Being prepared includes having grades updated in PowerSchool which includes all student assignments, work or tests completed within five (5) days of the date of the Parent-Teacher conference.

Article 7 - USE OF SCHOOL FACILITIES AND EQUIPMENT

Section 1 Drug-Free Workplace

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes every location where a school district employee may be found during his or her working hours or while he or she is on duty, whether or not such a location is on school district property or within the geographic limits of the school district.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while teachers are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on a teacher in the workplace or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. Look-alike drugs are those drugs which are not controlled substances but are represented as such, including chemicals which elicit the same effect such as K2 or spice. In addition, teachers are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the teacher commits a criminal drug or alcohol offense off the work place or off duty time.

Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed upon teachers who violate the aforementioned standards of conduct. Sanctions may include the requirement that the teacher complete an appropriate rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

Section 2 Smoke and Tobacco-Free Workplace

The use of tobacco products in the District's buildings and on school grounds, all owned or leased facilities and vehicles is prohibited.

Section 3 Essential Oils

Due to concerns and liability to the school, the diffusing of oils or applying of oils at school is prohibited.

Section 4 Weapon-Free Workplace

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means
2. The frame or receiver of any object described in the preceding example
3. Any firearm muffler or silencer
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device
5. Any bludgeon, sandclub, metal knuckles, or throwing stars
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun
8. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon.
9. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
10. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
11. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

Section 5 Use of District Computer Network and Internet

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

In using the computers and the Internet, teachers are agreeing to the following policies:

A. Internet Safety Policy

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

1. Definitions. Key terms are as defined in CIPA. "Inappropriate material" for purposes of this policy includes material that is obscene, child pornography, or harmful to minors. The term "harmful to minors" means any picture, image, graphic image file, or other visual depiction that: (1) taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion; (2) depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and (3) taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
2. Access to Inappropriate Material. To the extent practical, technology protection measures (or "Internet filters") shall be used to block or filter Internet, or other forms of electronic communications, access to inappropriate information. Specifically, as required by the CIPA, blocking shall be applied to visual depictions of material deemed obscene or child pornography, or to any material deemed harmful to minors. Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.
3. Inappropriate Network Usage. To the extent practical, steps shall be taken to promote the safety and security of users of the District's online computer network when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications. Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking,' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.
4. Supervision and Monitoring. It shall be the responsibility of all members of the District staff to supervise and monitor usage of the online computer network and access to the Internet in accordance with this policy and CIPA. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the Superintendent and the Superintendent's designees.
5. Social Networking. Students shall be educated about appropriate online behavior, including interacting with others on social networking websites and in chat rooms, and cyberbullying awareness and response. The plan shall be for all students to be provided education on these subjects. The Superintendent or the Superintendent's designee shall be responsible for identifying educational materials, lessons, and/or programs suitable for the age and maturity level of the students and for ensuring the delivery of such materials, lessons, and/or programs to students.
6. Adoption. This Internet Safety Policy was adopted by the Board at a public meeting, following normal public notice.

B. Computer Acceptable Use Policy

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

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

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

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

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses. The following are unacceptable uses of the technology resources:
 - a. **Personal Gain:** Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
 - b. **Personal Matters:** Technology resources shall not be used, and no person shall authorize its use, for personal matters.

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

This occasional use exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or

surf the net for purposes not directly related to their job during duty time; nor may students do so during instructional time.

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

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation, users shall not use another person's name, login, password, or files for any reason, or allow another to use their password (except for authorized staff members).
 - 1. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
 - 2. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
 - 3. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
 - 4. Users shall not copy, change, or transfer any software without permission from the network administrators.
 - 5. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
 - 6. Users shall not engage in any form of vandalism of the technology resources.
 - 7. Users shall follow the generally accepted rules of network etiquette. The Superintendent or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy, any school rules to which a student user is subject, or any applicable law. Without limitation, this means that technology resources may not be used:
 - 1. to access any material contrary to the Internet Safety Policy; or to create or generate any such material.
 - 2. to engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
 - 3. to engage in violations of employee ethical standards and employee standards of performance, such as sending emails that are threatening or offensive or which contain abusive language; use of end messages on emails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial

issue; or sending emails that divulge protected confidential student information to unauthorized persons.

4. to engage in or promote violations of student conduct rules.
5. to engage in illegal activity, such as gambling.
6. in a manner contrary to copyright laws.
7. in a manner contrary to software licenses.

5. Disclaimer. The technology resources are supplied on an “as is, as available” basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

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

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

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

Legal Reference: Children’s Internet Protection Act, 47 USC § 254
FCC Order adopted August 10, 2011
47 USC § 254(h)(1)(b); 47 CFR 54.500(b) and 68 FR 36932 (2003) (E-rate

restrictions)

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

Date of Adoption: June 11, 2012

Section 6 Use of School Facilities

Teachers will be issued keys to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machine, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

Section 7 Care of School Property

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, submit your request online through the work order system. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it online through the work order system, then notify your Principal so the appropriate responsibility for the cost of replacement or repair may be determined.

Section 8 Visitors

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the Principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

Section 9 Salespersons

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:30 a.m. and 5:00 p.m. on all days school is in session. If you are required to be at work earlier than 8:30 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

Section 10 Security of Desks and Lockers

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right search offices and

storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a briefcase, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

Section 11 Searches of Lockers & Other Types of searches

Lockers, desks, computer equipment, and other such property are owned by the school. The school exercises exclusive control over school property. Staff and students should not expect privacy regarding usage of or items placed in or on school property, including vehicles parked on school property, because school property is subject to search at any time by school officials. Periodic, random searches of lockers, desks, computers, and other such property may be conducted at the discretion of the administration. Additionally, the board of education has authorized the use of sniffer dogs to assist in the process of keeping school grounds free of illegal items such as illegal drugs, over the counter drugs, alcohol, guns, ammunition, etc. The protocol for the use of sniffer dogs is addressed more specifically in the Centennial School Board Policy Manual.

NOTICE TO STAFF

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.

Section 12 Audio & Video Recording & Surveillance

The Board of Education has authorized the use of video cameras on school district property to ensure the health, welfare, and safety of all staff, students and visitors, and to safeguard District facilities and equipment. Video cameras may be used in locations deemed appropriate by the Superintendent. If a video surveillance recording captures a student or other building user violating school policies or rules or local, state, or federal laws, it may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

Unless otherwise authorized by board 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, students are not prohibited from making recordings of an athletic event for their personal use similar to a parent or other patron are permitted, 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.

An exception will be made to this policy if photographs or video recordings are necessary to accommodate a student's disability or are required by the student's Individualized Education Plan (IEP)

or Section 504 Plan.

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. Students who violate this policy may be subject to discipline up to and including expulsion.

Section 13 Bulletins and Announcements

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 1 week after the event.

A 6-12 grade daily bulletin will be read by a National Honor Society member at the start of Bronco Period (or 3rd period if there is a shortened schedule) and will be posted on the school website. It is requested that student announcements be limited to no more than two or three days. All announcements for the bulletin must be turned into the secondary office secretary before school starts.

Section 14 Copyright and Fair Use Policy

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

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

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

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

Section 15 Safety

Safety Program and Safety Committee

The District has established an Emergency Operations Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Emergency Operations Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and workplace

conditions. A representative from various school groups plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact your building Principal. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers association representative of the safety committee, (2) contact the Superintendent.

Safety Practices

Guidelines for safe work practices, which teachers should follow, include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seat belts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

As required by law, approved safety glasses will be required of every student and teacher while participating in or observing vocational, technical, industrial technology, science, and art classes. All visitors to these areas must check out a pair of safety glasses when entering any of these areas.

Use of Personal Vehicles

Staff members who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Staff members who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices, including the use of seat belts by all occupants, and are responsible for any injury or accident. Staff members are not to use electronic communication devices while driving a school vehicle or while transporting children.

School Transportation

Staff members must requisition school transportation to attend out of town meetings, seminars, clinics, etc. If school transportation is not available, then and only then, mileage will be paid for the use of your own vehicle.

Bus, Car, and Van Requests:

- Requests will be made via rSchool at (<http://transpo-centennial.rschooltoday.com/login/>).
- Requests submitted to the Transportation Supervisor one week in advance.
- Communicate with Transportation Supervisor on proper procedures.

2023-24 Travel Allowance rates as set by the Centennial Board of Education:

The GSA per diem rate and mileage follow the state rate or actual and reasonable expenses as determined by the administration (<https://www.gsa.gov/travel/plan-book/per-diem-rates>).

Accidents

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

Workers Compensation

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

Duty to Report

School personnel shall self-report any of the following to the District's Superintendent within 24 hours of its occurrence or at the beginning of the next school day, whichever is earlier:

- Any criminal citation if the alleged offense is a misdemeanor or felony under federal or Nebraska law or in the state in which the alleged offense occurred;
- Any arrest for any reason;
- Any criminal conviction;
- Any sentence of incarceration;
- Any criminal or civil filing or Department of Health and Human Services or law enforcement investigation against the employee for child abuse and/or neglect;
- Any complaint or other administrative filing against the employee that could impact any certificate or professional license held by the employee;
- Any action or threat of action by any entity against the employee's driver's license or ability or authority to operate a motor vehicle if the employee's job duties may require the operation of a motor vehicle.

The failure to make a report required by this section may result in disciplinary action up to and including cancellation, termination, and non-renewal.

Article 8 - STATE AND FEDERAL PROGRAMS

Section 1 Notice of Nondiscrimination

Centennial Public School does not discriminate on the basis of race, color, national origin, sex, 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: Colin Bargaen

Title: Secondary Principal

Address: PO Box 187, 1301 Centennial Ave, Utica, NE 68456

Telephone: (402) 534-2321

E-mail: colin.bargaen@centennialbroncos.org

For further information on notice of nondiscrimination, 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 Board Policy 3053 – Nondiscrimination

Section 2 Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Brad Luce
Title IX	Discrimination or harassment based on sex; gender equity	Colin Bargaen
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Cara Stoll
Homeless student laws	Children who are homeless	Seth Ford
Safe and Drug Free Schools and Communities	Safe and drug free schools	Colin Bargaen

Section 3 Anti-discrimination & Harassment Policy

Elimination of Discrimination

The Centennial Public School hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination

Purpose: Centennial Public School is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Centennial Public School will try to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form

of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment. Sexual harassment may exist when:

- o Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- o Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- o The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.
- o Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

Complaint and Grievance Procedures

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Centennial Public School. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The District will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstance will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

Section 4 Grievance Procedure for Persons with a Disability

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and

telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.

3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

Section 5 Confidentiality of Student Records (FERPA)

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

Section 6 Directory Information

FERPA 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. The school district has designated the following as directory information:

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 and 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.

Directory information about students may be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that market or manufacture class rings, sell student photographs or publish student yearbooks.

Federal law requires school districts to provide military recruiters and institutions of higher education with the names, addresses, and telephone listings of high school students unless parents have notified the school district in writing that they do not want this information disclosed without prior written parental 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.

Parents who **OBJECT** to the disclosure of any directory information about their student should write a letter to the Principal. This letter should specify the particular categories of directory information that the parents do not wish to have released about their child or the particular types of outside organizations to which they do not wish directory information to be released. This letter must be received by the school district no later than September 1st of each year..

Non-Directory Information

All of the other personally identifiable information about students that is maintained in the school district's education records will generally not be disclosed to anyone outside the school system except under one of two circumstances: (1) in accordance with the provisions of the FERPA statutes and related administrative regulations, or (2) in accordance with the parent's written instructions.

Section 7 Disclosure of Staff Qualifications

Every Student Succeeds Act of 2015 gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the NCLB.

Section 8 Student Privacy Protection

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).

1. 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, anti-social, 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. post-secondary 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.

Section 9 Parental Involvement

General - Parental/Community Involvement in Schools

The District’s policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

1. provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child’s records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance be educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child’s educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school

- experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and
 8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

Title I Parental Involvement

The District has a separate policy established pursuant to the Every Student Succeeds Act of 2015 relating to parental involvement applicable to parents of children enrolled in Title I programs. The policy requires that parents of Title I children been given the opportunity to participate in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring - (A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in the parental involvement policy. Employees are expected to comply with the Title I parental involvement policy.

Section 10 Homeless Students

Every Student Succeeds Act of 2015 requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

Section 11 Lunch Programs

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential. Employees may take advantage of meals offered through the district's food program. Staff may purchase breakfast for \$2.25 and lunch for \$3.85. Staff members must deposit funds in their lunch accounts before purchasing meals and will not be allowed to run a deficit in their lunch accounts.

Section 12 Confidentiality of Protected Health Information

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

Section 13 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 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 formal 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. Determination Regarding Responsibility

5.6.1. **Decision-Maker(s).** The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

5.6.2. **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 question 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.

5.6.3 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:

5.6.3.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.6.3.2. 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;

5.6.3.3. Findings of fact supporting the determination;

5.6.3.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.6.3.5. 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

5.6.3.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.6.3. 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.

5.6.4. The Title IX Coordinator is responsible for effective implementation of any remedies.

5.7. 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.

5.7.1. 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.

5.7.2. 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:

- 5.7.2.1. Procedural irregularity that affected the outcome of the matter;
- 5.7.2.2. 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
- 5.7.2.3. The Title IX Coordinator, investigator(s), or decisionmaker(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.

5.7.3. As to all appeals, the district will:

- 5.7.3.1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 5.7.3.2. 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;
- 5.7.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- 5.7.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- 5.7.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and
- 5.7.3.6. Provide the written decision simultaneously to both parties.

5.8. 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:

5.8.1. Provides to the parties a written notice disclosing:

- 5.8.1.1. The allegations;
- 5.8.1.2. 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;
- 5.8.1.3. 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
- 5.8.1.4. Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

5.8.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

5.8.3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

5.9. Recordkeeping.

5.9.1. The district will maintain for a period of seven years records of:

- 5.9.1.1. 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;
- 5.9.1.2. Any appeal and the result therefrom;
- 5.9.1.3. Any informal resolution and the result therefrom; and

5.9.1.4. 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.

5.9.2. 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.

Section 14 COBRA Notice

Notice of COBRA Continuation Coverage Rights

**** Continuation Coverage Rights Under COBRA****

You are receiving this notice because you have recently become covered under Centennial Public School health plan (the "Plan"). This notice contains important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and to other members of your family who are covered under the Plan when you would otherwise lose your group health coverage. This notice generally explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect the right to receive it. This notice gives only a summary of your COBRA continuation coverage rights. For more information about your rights and obligations under the Plan and under federal law, you should either review the Plan's Summary Plan Description or get a copy of the Plan Document from the Plan Administrator.

The Plan Administrator is Seth Ford, Superintendent, 1301 Centennial Ave., Utica, NE 68456, (402) 534-2291. The Plan Administrator is responsible for administering COBRA continuation coverage.

COBRA Continuation Coverage

COBRA continuation coverage is a continuation of Plan coverage when coverage would otherwise end because of a life event known as a "qualifying event." Specific qualifying events are listed later in this notice. COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." A qualified beneficiary is someone who will lose coverage under the Plan because of a qualifying event. Depending on the type of qualifying event, employees, spouses of employees, and dependent children of employees may be qualified beneficiaries. Under the Plan, qualified beneficiaries who elect COBRA continuation must pay for COBRA continuation coverage.

If you are an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because either one of the following qualifying events happens:

1. Your hours of employment are reduced, or
2. Your employment ends for any reason other than your gross misconduct. If you are the spouse of an employee, you will become a qualified beneficiary if you will lose your coverage under the Plan because any of the following qualifying events happens:
 3. Your spouse dies;
 4. Your spouse's hours of employment are reduced;
 5. Your spouse's employment ends for any reason other than his or her gross misconduct;
 6. Your spouse becomes enrolled in Medicare (Part A, Part B, or both); or
 7. You become divorced or legally separated from your spouse. Your dependent children will become qualified beneficiaries if they will lose coverage under the Plan because any of the following qualifying events happens:
 8. The parent-employee dies;
 9. The parent-employee's hours of employment are reduced;

10. The parent-employee's employment ends for any reason other than his or her gross misconduct;
11. The parent-employee becomes enrolled in Medicare (Part A, Part B, or both);
12. The parents become divorced or legally separated; or
13. The child stops being eligible for coverage under the plan as a "dependent child." Sometimes, filing a proceeding in bankruptcy under title 11 of the United States Code can be a qualifying event. If a proceeding in bankruptcy is filed with respect to the employer and that bankruptcy results in the loss of coverage of any retired employee covered under the Plan, the retired employee is a qualified beneficiary with respect to the bankruptcy. The retired employee's spouse, surviving spouse, and dependent children will also be qualified beneficiaries if bankruptcy results in the loss of their coverage under the Plan.

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. When the qualifying event is the end of employment or reduction of hours of employment, death of the employee, commencement of a proceeding in bankruptcy with respect to the employer to the extent retiree health coverage is provided, or enrollment of the employee in Medicare (Part A, Part B, or both), the employer must notify the Plan Administrator of the qualifying event within 30 days of any of these events.

For the other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator. The Plan requires you to notify the Plan Administrator within 60 days after the qualifying event occurs. You must send this notice to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. For each qualified beneficiary who elects COBRA continuation coverage, COBRA continuation coverage will begin on the date of the qualifying event.

COBRA continuation coverage is a temporary continuation of coverage. When the qualifying event is the death of the employee, enrollment of the employee in Medicare (Part A, Part B, or both), your divorce or legal separation, or a dependent child losing eligibility as a dependent child, COBRA continuation coverage lasts for up to 36 months.

When the qualifying event is the end of employment or reduction of the employee's hours of employment, COBRA continuation coverage lasts for up to 18 months. There are two ways in which this 18-month period of COBRA continuation coverage can be extended.

Disability extension of 18-month period of continuation coverage

If you or anyone in your family covered under the Plan is determined by the Social Security Administration to be disabled at any time during the first 60 days of COBRA continuation coverage and you notify the Plan Administrator in a timely fashion, you and your entire family can receive up to an additional 11 months of COBRA continuation coverage, for a total maximum of 29 months. You must make sure that the Plan Administrator is notified of the Social Security Administration's determination within 60 days of the date of the determination and before the end of the 18-month period of COBRA continuation coverage. This notice should be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event while receiving COBRA continuation coverage, the spouse and dependent children in your family can get additional months of COBRA continuation coverage, up to a maximum of 36 months. This extension is available to the spouse and dependent children if the former employee dies, enrolls in Medicare (Part A, Part B, or both), or gets divorced or legally separated. The extension is also available to a dependent child when that child stops being eligible under the Plan as a dependent child. In all of these cases, you must make sure that the Plan Administrator is notified of the second qualifying event within 60 days of the second qualifying event. This notice must be sent to the Plan Administrator. Any additional Plan procedures for this notice must also be provided.

If You Have Questions

If you have questions about your COBRA continuation coverage, you should contact the Superintendent or Plan Administrator or you may contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA). Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's web site at www.dol.gov/ebsa.

Keep Your Plan Informed of Address Changes In order to protect your family's rights, you should keep the Plan Administrator informed of any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

**RECEIPT OF 2023-24 TEACHER HANDBOOK
OF CENTENNIAL PUBLIC SCHOOL**

This signed receipt acknowledges receipt of the 2023-24 Teacher Handbook of Centennial Public School. This receipt acknowledges that it is understood that the I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract and that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

Employee's Signature

Date

**ACCEPTABLE USE OF COMPUTERS AND NETWORKS
ADMINISTRATORS, FACULTY AND STAFF AGREEMENT**

In order to make sure that all members of Centennial Public School's community understand and agree to these rules of conduct for use of the email and Internet systems of the school district, the Centennial School District asks that you, as an administrator, faculty member, or staff member user, sign the following statement:

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

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

Employee's Name: _____

Employee's Signature: _____ Date: _____

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

**Return to: Colin Bargaen
Secondary Principal**

OR

**Brad Luce
Elementary Principal**

Centennial Public School

Safe Return to School Plan



**CENTENNIAL
PUBLIC SCHOOL**

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Section I: A Safe Return Plan

General Information (Pursuant to the Federal American Rescue Plan)

On March 11, 2021, President Biden signed the American Rescue Plan (ARP) Act of 2021, Public Law. The ARP Act includes nearly \$122 billion for the Elementary and Secondary School Emergency Relief (ESSER III) Fund that allows state and local education agencies (LEAs) to take additional steps for continued safe in-person instruction and to address unfinished teaching and learning to mitigate the COVID-19 pandemic. The ARP Act requires each school district that receives ARP ESSER funds to develop and make publicly available on the school district's website, no later than 30 days after receiving ARP ESSER funds, a plan for the safe return to in-person instruction, and continuity of services for all schools (Safe Return Plan). The ARP Act further requires that the district seek public comment on the Safe Return Plan and take those comments into account in finalization of the Safe Return Plan. A school district must periodically, but no less frequently than every six months through September 30, 2023, review and, as appropriate, revise its Safe Return Plan.

Please Note: *The district plans to operate in a traditional learning environment during the 2023-2024 school year unless there is a state or federal mandate that requires school districts to implement the protocols listed below or if there is a COVID-19 outbreak (10% or more of the student/staff population testing positive for COVID-19 or 50 individuals total). If a COVID-19 outbreak were to occur, the district would look to implement some or all of the safety protocols listed below for a short timeframe (1 to 10 consecutive days that school is in session).*

Wearing of Masks

Wearing of masks is recommended, but not required. Masks could become required if there is a state or federal mandate that requires school districts to implement Universal & Correct Wearing of Masks, or if there is a COVID outbreak (10% or more of the student/staff population testing positive for COVID-19 or 50 individuals total). If a COVID-19 outbreak were to occur, the district would look to implement some or all of the safety protocols listed below for a short timeframe (1 to 10 consecutive days that school is in session).

Modifying Facilities to Allow for Physical Distancing (e.g., Cohorts or Podding)

All students and staff will need to follow social distancing guidelines at all times during classroom instruction.

Cleaning & Maintaining Healthy Facilities (Including Improving Ventilation)

The following essential actions will be taken to ensure that the facilities are safe for students and staff to inhabit. The district will:

- Change air filters regularly.
- Distribute wastebaskets, tissues, and CDC approved soap to every office and classroom so that these materials can be used upon entry and exit into any discrete location and during transition between classrooms (Pending availability).
- Post signage about frequent hand washing, cough etiquette, and nose blowing. Signage will be widely posted, disseminated, and encouraged through various methods of communication.
- Follow guidance from the CDC when performing all cleaning related duties.

Contact Tracing (Isolation & Quarantine)

The district will follow the contact tracing (Isolation & Quarantine) guidelines from both the CDC and Public Health Solutions during the 2023-2024 school year.

Diagnostic

Students that are ill are asked to stay at home until they are well. Any student with a fever of 100.4°F or higher (Or if the student is displaying other signs of illness) will need to stay home for up to 24 hours.

Efforts to Provide Vaccinations to School Communities

The administration will work with Four Corners to promote local vaccination clinics in our region and allow Four Corners the ability to use our facilities to provide vaccinations to all eligible students and patrons in our community.

Accommodations for Children with Disabilities

Students qualifying for extra support through an IEP or through a 504 plan will continue to receive services and support according to their plans throughout the 2022-2023 school year. Accommodations, modifications, and related services will be provided as outlined in a student's plan during in-person learning.

Continuity of Services

The district has invested in Chromebooks for all PK-12 students and provided our teachers with remote learning trainings to ensure continuity of instruction will still occur should in-person learning not be possible due to a COVID-19 outbreak. In addition, students will continue to be provided accommodations as stated in their IEP or 504 plans during remote learning. Parent input will be sought to develop a plan for the provision of remote IEP services and student progress will be reviewed by the student's team when in-person learning resumes.

In the event of a COVID-19 outbreak, regular communication, using all available modalities, with students will be required of administrators and teachers to ensure the safety, academic engagement, and wellness of students. If in-person instruction is not possible, breakfast and lunch may be provided to students through a USDA approved system. School counselors and mental health support staff will be available online by appointment for any students or staff in need of assistance.

Closures

The Board of Education and Administration would like to personally thank all Centennial staff members, students, and parents for your dedication and efforts during the 2022-2023 school year. Everyone worked tirelessly to ensure that students were being educated in-person during a global pandemic. The district is appreciative of everyone's flexibility and patience. It is possible that there will be some uncertainty regarding what lies ahead this school year concerning the COVID-19 pandemic, but the district's plan is to operate in a traditional learning environment during the 2023-2024 school year.



2901 Cuming Street
Omaha, NE 68131
(402) 344-4321 phone
(402) 346-0277 fax
www.HilandDairy.com

July 7, 2023

Centennial PS
Attn: Seth Ford
1301 Centennial Ave, PO Box 187
Utica, NE 68456

Hiland Dairy is pleased to submit the following bid on dairy products for the 2023-2024 school year.

<u>Unit</u>	<u>Product</u>	<u>Esc/De-Escalator Pricing</u>
½ Pint	Skim White Milk	\$0.3678
½ Pint	1% White Milk	\$0.3680
½ Pint	Skim Chocolate Milk	\$0.3868
½ Pint	Skim Strawberry Milk	\$0.3868

This is an escalating/de-escalating bid for all items, see attached clause for monthly cost adjustment factors.
Please call or email if you have any questions.

The bid is (choose one) ☐ awarded to Hiland Dairy or ☐ declined and awarded to _____

Name and Title _____

Contact Phone _____ Email _____

Date _____ First Delivery Date _____

Please complete and scan this bid along with all other bidder's documents to: sbarnard@hilanddairy.com.

Thank you,

Matt Giesler

Matt Giesler
Lincoln Branch Manager
5220 NW 38th st
Lincoln Ne 68524
402-405-2325

Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)

The pricing quoted is based on **July's 2023** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$.00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1st day of the month following the price announcement.



Hiland Dairy Company
2901 Cuming Street
Omaha, NE 68131
402-344-4321 / 800-779-4321
Fax: 402-346-0849

To all interested parties:

Hiland Dairy Foods company processes and packages 100% of all four-ounce juice products domestically. We source our juice 100% domestically which meets the Buy American Provision that over 51% of the final processed product consists of agricultural commodities that were grown domestically, with the following exception--orange juice.

Orange juice is sourced domestically whenever possible (in season), but some orange juice supply is sourced internationally when necessary due to insufficient quantities of a satisfactory quality.

Our research reveals that the cost of attaining a product containing at least 51% domestically grown oranges would cause the price to be significantly higher than a non-domestic product.

Scott Barnard

Scott Barnard

District Sales Manager



GOOD MANUFACTURING PRACTICES

Hiland Dairy Foods Company makes every effort to ensure good quality and the safety of our products to our customers and consumers.

We have, therefore, instituted Code of Good Manufacturing Practices (GMP) Compliance for all employees. Below is an outline of that program.

- I. Definitions: Explains whom and what is covered under the compliance code.
- II. Disease Control: Defines transmittable diseases per Pasteurized Milk Ordinance (PMO). (PMO Section 13).
- III. Employee Grooming/Personal Hygiene Practices: All employees must maintain a high degree of personal cleanliness to prevent product contamination.
- IV. Handling Sanitation: Good sanitation practices must be maintained to assure product integrity.
- V. Ingredient, Process and Product Integrity: Finished products and raw ingredients must be handled and maintained in a manner to prevent exposure to extraneous matter.
- VI. Maintenance Related: Building areas and equipment must be maintained in a sanitary condition.
- VII. Receiving & Shipping: Products must be handled with care to prevent damage and exposure to adverse conditions.
- VIII. Coding: Product codes must be checked to ensure correct code and monitored to ensure proper rotation.
- IX. Quality Control: Quality control technicians monitor and audit the plant operations.
- X. Record Keeping: Proper records of product and ingredients coming into, while in, and leaving our possession, must be monitored and maintained per the time periods defined by regulatory.

Name: Catie Faylor

Title: Quality Assurance Manager

Date: 1/01/2023



JUICE & MILK PRODUCTS FOOD SAFETY PROGRAMS

Hiland Dairy Foods is making every effort to ensure the safety of our products to our customers and consumers.

We have, therefore, instituted a comprehensive program, our Juice HACCP program & Milk Preventive Control program, in combination with supporting prerequisite programs, to form our Food Safety Systems Pyramid.

- I. Hazard Analysis of Critical Control Points (HACCP) is a food safety system designed to ensure the manufacture of safe food products, and to prove the product was made safely. *HA* (Hazard Analysis) is the where and how part of the HACCP program and *CCP* is the proof that the control of the process and conditions set are being followed.

We have a Food Safety team comprised of employees, from varied disciplines in the plant, and management. The team describes the food (each product type manufactured) and its distribution, identifies the intended use and consumer of the product, and provides on-site verification of flow diagrams for each product type manufactured. (Ex: white milk, chocolate milk, sour cream, etc).

During the developmental stages of the HACCP and Preventive Control program, the team conducted a hazard analysis (determining whether a biological, chemical, or physical threat was posed), identified the critical control point (CCP) in the product flow (pasteurization, time and temperature), showed what prerequisite programs were in place, if it was not a CCP, and established critical limits for each stage. In addition, monitoring procedures (ex: temperature recording devices, charts, etc.), corrective action and verification & validation procedures were established. Any changes made in a product types' flow diagram are reviewed in a timely manner and all systems validated annually.

- II. The attached sheet shows the prerequisite programs and their integration into the complete program (with no inference to their importance by their position on the pyramid).

A more detailed review of our program came be made, on site, with adequate notification and authorization.

Name Catie Faylor Title Quality Assurance Manager Date 01/01/2023



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Naturally Delicious.™



Hiland Dairy School Products - Omaha

Fat Free Skim Milk

1% Low-fat Milk

2% Reduced Fat Milk

Whole Milk



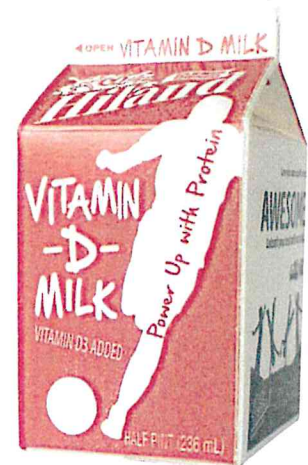
Size: 8 oz carton
Item Number: 9173
Case Size: 50 cartons



Size: 8 oz carton
Item Number: 9171
Case Size: 50 cartons



Size: 8 oz carton
Item Number: 9168
Case Size: 50 cartons



Size: 8 oz carton
Item Number: 9165
Case Size: 50 cartons

Nutrition Facts

1 serving per container	
Serving size	1 Carton (236mL)
Amount per serving	
Calories	80
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 105mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 9g	
Vitamin D 2.4mcg	10%
Calcium 270mg	20%
Iron 0mg	0%
Potassium 380mg	8%
Vitamin A 130mcg	15%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition Facts

1 serving per container	
Serving size	1 Carton (236mL)
Amount per serving	
Calories	100
% Daily Value*	
Total Fat 2.5g	3%
Saturated Fat 1.5g	3%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 105mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.4mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 370mg	8%
Vitamin A 130mcg	15%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition Facts

1 serving per container	
Serving size	1 Carton (236mL)
Amount per serving	
Calories	120
% Daily Value*	
Total Fat 5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 115mg	5%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.4mcg	10%
Calcium 290mg	20%
Iron 0mg	0%
Potassium 340mg	8%
Vitamin A 130mcg	15%

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Nutrition Facts

1 serving per container	
Serving size	1 Carton (236mL)
Amount per serving	
Calories	150
% Daily Value*	
Total Fat 8g	10%
Saturated Fat 4.5g	23%
Trans Fat 0g	
Cholesterol 25mg	8%
Sodium 105mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 3.2mcg	15%
Calcium 270mg	20%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 110mcg	10%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK

INGREDIENTS: GRADE A LOW FAT MILK, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK

INGREDIENTS: GRADE A REDUCED FAT MILK, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK

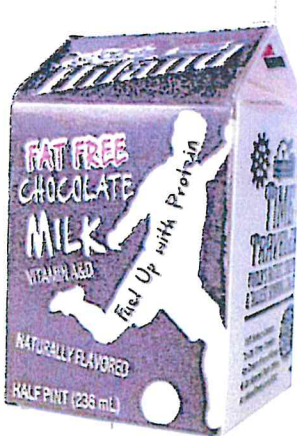
INGREDIENTS: GRADE A WHOLE MILK, VITAMIN D3. CONTAINS: MILK

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Fat Free Chocolate Milk



Size: 8 oz carton
Item Number: 9178
Case Size: 50 cartons

Nutrition Facts

1 serving per container
Serving size 1 container (236mL)
Amount per serving

Calories 110

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 190mg	8%
Total Carbohydrate 19g	7%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 7g Added Sugars	14%
Protein 9g	
Vitamin D 2.7mcg	15%
Calcium 270mg	20%
Iron 0mg	0%
Potassium 380mg	8%
Vitamin A 170mcg	20%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, SUGAR, COCOA (PROCESSED WITH ALKALI), CORN STARCH, SALT, CARRAGEENAN, NATURAL FLAVOR, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK

Fat Free Strawberry Milk



Size: 8 oz carton
Item Number: 9177
Case Size: 50 cartons

Nutrition Facts

1 serving per container
Serving size 1 container (236mL)
Amount per serving

Calories 120

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 100mg	4%
Total Carbohydrate 21g	8%
Dietary Fiber 0g	0%
Total Sugars 21g	
Includes 10g Added Sugars	20%
Protein 8g	
Vitamin D 2.7mcg	15%
Calcium 260mg	20%
Iron 0mg	0%
Potassium 370mg	8%
Vitamin A 170mcg	20%

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INGREDIENTS: GRADE A SKIM MILK, SUGAR, WATER, NATURAL AND ARTIFICIAL FLAVOR, FD&C RED #3, CARRAGEENAN, CORN OIL, VITAMIN A PALMITATE, VITAMIN D.
CONTAINS: MILK

Fat Free Vanilla Shake Milk



Size: 8 oz carton
Item Number: 10198
Case Size: 50 cartons

Nutrition Facts

1 serving per container
Serving size 1 container (236mL)
Amount per serving

Calories 130

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 115mg	5%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 23g	
Includes 12g Added Sugars	24%
Protein 8g	
Vitamin D 2.8mcg	15%
Calcium 260mg	20%
Iron 0mg	0%
Potassium 360mg	8%
Vitamin A 170mcg	20%

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INGREDIENTS: GRADE A SKIM MILK, SUGAR, CORN STARCH, GUAR GUM, NATURAL FLAVOR, SALT, VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK

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In our efforts to continue to serve the products available, our formulas may without prior notice. Please speak to your branch for any variations.

Whole Milk



Size: 1 gallon
Item Number: 1031
Case Size: 4, 1 gallon

2% Reduced Fat Milk



Size: 1 gallon
Item Number: 1201
Case Size: 4, 1 gallon

1% Low-fat Milk



Size: 1 gallon
Item Number: 1346
Case Size: 4, 1 gallon

Fat Free Skim Milk



Size: 1 gallon
Item Number: 1413
Case Size: 4, 1 gallon

Nutrition Facts

servings per container
Serving size 1 Cup (240mL)

Amount per serving

Calories 150

% Daily Value*

Total Fat 8g	10%
Saturated Fat 5g	25%
Trans Fat 0g	
Cholesterol 35mg	12%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	15%
Calcium 290mg	20%
Iron 0.1mg	0%
Potassium 340mg	8%
Vitamin A 90mcg	10%

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INGREDIENTS: MILK, VITAMIN D3.
CONTAINS: MILK

Nutrition Facts

servings per container
Serving size 1 Cup (240mL)

Amount per serving

Calories 120

% Daily Value*

Total Fat 5g	6%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 350mg	8%
Vitamin A 150mcg	10%

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INGREDIENTS: REDUCED FAT MILK,
VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK

Nutrition Facts

servings per container
Serving size 1 Cup (240mL)

Amount per serving

Calories 100

% Daily Value*

Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	15%
Calcium 290mg	20%
Iron 0.1mg	0%
Potassium 370mg	8%
Vitamin A 150mcg	10%

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INGREDIENTS: LOWFAT MILK,
VITAMIN A PALMITATE, VITAMIN D3.
CONTAINS: MILK

Nutrition Facts

servings per container
Serving size 1 Cup (240mL)

Amount per serving

Calories 80

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
Protein 8g	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0.1mg	0%
Potassium 360mg	8%
Vitamin A 150mcg	10%

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INGREDIENTS: SKIM MILK, VITAMIN
A PALMITATE, VITAMIN D3.
CONTAINS: MILK

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Apple Juice



Size: 4 oz carton
Item Number: 9504
Case Size: 75 cartons

Orange Juice



Size: 4 oz carton
Item Number: 9508
Case Size: 75 cartons

Orange Juice



Size: 12 oz bottle
Item Number: 26181
Case Size: 20 bottles

Nutrition Facts

1 serving per container
Serving size 4 oz (120ml)

Amount per serving
Calories 60

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 10mg	0%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0.3mg	2%
Potassium 150mg	4%
Vitamin A 1mcg	2%

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INGREDIENTS: WATER, APPLE JUICE CONCENTRATE.

Nutrition Facts

1 serving per container
Serving size 4 oz (120ml)

Amount per serving
Calories 60

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 1g	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0.1mg	0%
Potassium 420mg	8%
Vitamin C 51mg	60%
Thiamin 0.1mg	3%
Niacin 0.3mg	2%
Vitamin B ₆ 0.1mg	6%
Folate 20mcg DFE	6%
Magnesium 10mg	2%

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INGREDIENTS: WATER, CONCENTRATED ORANGE JUICE.

Nutrition Facts

1 serving per container
Serving size 12 oz (360 ml)

Amount per serving
Calories 160

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 15mg	1%
Total Carbohydrate 39g	14%
Dietary Fiber 0g	0%
Total Sugars 39g	
Includes 0g Added Sugars	0%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 90mg	6%
Iron 0.3mg	2%
Potassium 1260mg	25%
Vitamin C 154mg	170%
Thiamin 0.2mg	15%
Niacin 0.9mg	6%
Vitamin B ₆ 0.2mg	10%
Folate 60mcg DFE	15%
Magnesium 30mg	8%

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INGREDIENTS: WATER, CONCENTRATED ORANGE JUICE.

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Fat Free Vanilla Yogurt



Size: 6 oz
Item Number: 16433
Case Size: 12 cartons

Fat Free Blueberry Yogurt



Size: 6 oz
Item Number: 16427
Case Size: 12 cartons

Fat Free Strawberry Yogurt



Size: 6 oz
Item Number: 16432
Case Size: 12 cartons

Fat Free Strawberry Banana Yogurt



Size: 6 oz
Item Number: 16431
Case Size: 12 cartons

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving

Calories 80

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 85mg	4%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 7g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 310mg	6%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, MODIFIED CORN STARCH, NATURAL FLAVOR, MALIC ACID, SODIUM CITRATE, ACESULFAME POTASSIUM, ANNATTO EXTRACT (COLOR)
CONTAINS: MILK

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving

Calories 80

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, BLUEBERRIES, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, CARAMEL COLOR, RED #40 (COLOR), BLUE #1 (COLOR)
CONTAINS: MILK

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving

Calories 80

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED PASTEURIZED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, WATER, STRAWBERRIES, CORN STARCH MODIFIED, NATURAL FLAVOR, SUCRALOSE, MALIC ACID, ACESULFAME POTASSIUM, RED 40 (COLOR)
CONTAINS: MILK

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving

Calories 80

% Daily Value*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 270mg	6%

* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, STRAWBERRY PUREE, BANANA PUREE, MODIFIED CORN STARCH, NATURAL FLAVORS, MALIC ACID, SUCRALOSE, ACESULFAME POTASSIUM, FD&C RED #40, CITRIC ACID, FD&C BLUE #1
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

Hiland
DAIRY FOODS
FARMER OWNED

Fat Free Peach Yogurt



Size: 6 oz
Item Number: 16429
Case Size: 12 cartons

Fat Free Black Cherry Yogurt



Size: 6 oz
Item Number: 16426
Case Size: 12 cartons

Low-fat Vanilla Yogurt



Size: 5 lb
Item Number: 16093
Case Size: 4, 5 lb

Low-fat Blueberry Yogurt



Size: 5 lb
Item Number: 1829
Case Size: 4, 5 lb

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving
Calories 80

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, PEACHES, PEACH PUREE, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, ANNATTO EXTRACT (COLOR).
CONTAINS: MILK

Nutrition Facts

1 serving per container
Serving size 6 oz (170g)

Amount per serving
Calories 80

	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 260mg	6%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, CHERRIES, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, RED #40 (COLOR), BLUE #1 (COLOR).
CONTAINS: MILK

Nutrition Facts

About 13 servings per container
Serving size 6 oz (170g)

Amount per serving
Calories 130

	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
Protein 5g	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, NATURAL FLAVORS, CAROB BEAN GUM, LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3.
CONTAINS: MILK

Nutrition Facts

About 13 servings per container
Serving size 6 oz (170g)

Amount per serving
Calories 130

	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
Protein 5g	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, BLUEBERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, CAROB BEAN GUM, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3.
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

Hiland
DAIRY FOODS
FARMER OWNED

Low-fat Strawberry Yogurt



Size: 5 lb
Item Number: 1838
Case Size: 4, 5 lb

Low-fat Raspberry Yogurt



Size: 5 lb
Item Number: 1836
Case Size: 4, 5 lb

Low-fat Cherry Vanilla Yogurt



Size: 5 lb
Item Number: 1831
Case Size: 4, 5 lb

Sour Cream



Size: 5 lb
Item Number: 9224
Case Size: 4, 5 lb

Nutrition Facts

About 13 servings per container
Serving size 6 oz (170g)

Amount per serving

Calories 130

% Daily Value*

Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%

Protein 5g

Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition Facts

About 13 servings per container
Serving size 6 oz (170g)

Amount per serving

Calories 130

% Daily Value*

Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%

Protein 5g

Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition Facts

About 13 servings per container
Serving size 6 oz (170g)

Amount per serving

Calories 130

% Daily Value*

Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%

Protein 5g

Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Nutrition Facts

80 servings per container
Serving size 2 tbsp (30g)

Amount per serving

Calories 60

% Daily Value*

Total Fat 6g	8%
Saturated Fat 4g	20%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 45mg	2%
Total Carbohydrate 2g	1%
Dietary Fiber 0g	0%
Total Sugars 1g	
Includes 0g Added Sugars	0%

Protein <1g

Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0mg	0%
Potassium 0mg	0%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, STRAWBERRIES, NATURAL FLAVORS, CAROB BEAN GUM, FRUIT AND VEGETABLE JUICE (COLOR), MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE*.

CONTAINS: MILK

*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, RASPBERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE*.

CONTAINS: MILK

*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, CHERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE*.

CONTAINS: MILK

*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED GRADE A MILK AND CREAM, NONFAT DRY MILK, MODIFIED FOOD STARCH, SODIUM PHOSPHATE, GUAR GUM, CARRAGEENAN, SODIUM CITRATE, LOCUST BEAN GUM, NATAMYCIN (NATURAL PRESERVATIVE).

CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

Hiland
DAIRY FOODS
FARMER OWNED

Low-fat Cottage Cheese Snack Cups



Size: 4 oz
Item Number: 20283
Case Size: 12 cartons

Low-fat 1% Cottage Cheese



Size: 5 lb
Item Number: 25306
Case Size: 4, 5 lb

4% Cottage Cheese Small Curd



Size: 5 lb
Item Number: 5762
Case Size: 4, 5 lb

Nutrition Facts

1 serving per container
Serving size 1/2 cup (114g)

Amount per serving

Calories 90

% Daily Value*

Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 490mg	21%
Total Carbohydrate 5g	2%
Dietary Fiber 0g	0%
Total Sugars 5g	
Includes 1g Added Sugars	2%
Protein 12g	
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0.1mg	0%
Potassium 160mg	4%
Vitamin A 60mcg	6%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, MILK, NONFAT DRY MILK, LACTOSE, SALT, CREAM, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, CARBON DIOXIDE AND POTASSIUM SORBATE (MAINTAIN FRESHNESS), VITAMIN A PALMITATE AND CHEESE CULTURES.
CONTAINS: MILK

Nutrition Facts

30 servings per container
Serving size 1/2 cup (114g)

Amount per serving

Calories 80

% Daily Value*

Total Fat 1g	1%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 490mg	21%
Total Carbohydrate 5g	2%
Dietary Fiber 0g	0%
Total Sugars 5g	
Includes 1g Added Sugars	2%
Protein 12g	
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0.1mg	0%
Potassium 160mg	4%
Vitamin A 40mcg	4%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, MILK, NONFAT DRY MILK, LACTOSE, SALT, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, POTASSIUM SORBATE AND CARBON DIOXIDE (MAINTAIN FRESHNESS), CREAM, VITAMIN A PALMITATE, CHEESE CULTURES.
CONTAINS: MILK

Nutrition Facts

30 servings per container
Serving size 1/2 cup (114g)

Amount per serving

Calories 100

% Daily Value*

Total Fat 4.5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
Cholesterol 25mg	8%
Sodium 480mg	21%
Total Carbohydrate 5g	2%
Dietary Fiber 0g	0%
Total Sugars 4g	
Includes 1g Added Sugars	2%
Protein 11g	22%
Vitamin D 0.1mcg	0%
Calcium 80mg	6%
Iron 0.1mg	0%
Potassium 130mg	2%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, MILK, CREAM, LACTOSE, SALT, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, CARBON DIOXIDE AND POTASSIUM SORBATE (MAINTAIN FRESHNESS) AND CHEESE CULTURES.
CONTAINS: MILK

Hiland
DAIRY FOODS
FARMER OWNED

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com



Hiland Dairy Company
2901 Cuming Street
Omaha, NE 68131
402-344-4321 / 800-779-4321
Fax: 402-348-0849

Hiland has an opportunity to sell Pantry Fresh UHT milk for field trips, sporting events, after school snacks, Summer pickup programs, unexpected school closures.

This item is aseptic milk with ultra-high temperature (UHT) pasteurization and unique packaging, unopen milk cartons maintain quality of several months without refrigeration.

Comes 27 unit per case 120 cases per pallet.

if you buy 2 pallets (240 cases)

the cost is .59 per unit.

We will offer credit for any remaining inventory at the end of the School year 2024.

This product is a GUARANTEE Sale

1% White

1% Chocolate

1% Lactose Free Low-fat

Let me know if you have any questions

Thanks

Scott



Is Feeding On-the-Go Students Challenging?

Problem solved... no matter how you pour it. **Guaranteed.**



100% REAL MILK

Easy Storage • No Refrigeration Required

Give your students the milk they love anytime, anywhere. No need to chill until you're ready to serve.

- Field Trips
- Sporting Events
- After School Snacks
- Backpack Programs
- Summer Pickup Programs
- Unexpected School Closures
- Endless Possibilities!

Our **100% REAL MOO-licious Milk** is a simple way to fuel your student's day. Each half pint carton contains **13 essential nutrients**, including:

- Calcium
- Protein
- Vitamin A
- Vitamin D
- Potassium
- Riboflavin

ORDER TODAY!

Order today, and we'll ***guarantee the sale!**

That's right, order a minimum of 240 cases, and we will offer credit for any remaining inventory at the end of the School Year 2024.

*The guarantee is contingent on the original 240 cases preordered. Contact your sales representative for more information.

Delivering the BEST Variety of MOO-licious Milk

Serving 100% REAL MILK Has Never Been Easier

Fluid milk is a required component for reimbursable meals in Child Nutrition Programs. No matter what type of program your school offers, Prairie Farms' latest packaging technology can help you get milk where it needs to be.

With ultra-high temperature (UHT) pasteurization and unique packaging, unopened milk cartons maintain quality for several months without refrigeration. Once opened, the milk must be refrigerated and used within 7 days.

TIP: Stock up and your program will be prepared for any occasion!

100% REAL MILK is a great fit for your school. *

8g

Protein

25%

Calcium
DV

10%

Vitamin D
DV

REAL

Cocoa
in Chocolate
Milk

NO

Artificial
Growth
Hormones

NO

Artificial Colors,
Sweeteners,
or Flavors



1% Lowfat Milk
Product Code# 34520



1% Lowfat
Chocolate Milk
Product Code# 34519



1% Lactose Free
Lowfat Milk
Product Code# 34518



Nutrition Facts	
Amount Per Serving	1/2 Pint (128mL)
Calories	100
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Trans Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Low Fat Milk, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

Nutrition Facts	
Amount Per Serving	1/2 Pint (128mL)
Calories	140
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Trans Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 23g	8%
Dietary Fiber 1g	4%
Total Sugars 22g	
Includes 11g Added Sugars	22%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0.5mg	3%
Potassium 420mg	8%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Fat Free Milk, Whole Milk, Sugar, Cocoa (Processed with Alkali), Carrageenan, Salt, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

Nutrition Facts	
Amount Per Serving	1/2 Pint (128mL)
Calories	100
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Trans Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%

*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Lowfat Milk, Lactase Enzyme, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

**Ingredient not in regular milk.

	UPC Code	Product Code	Size	Unit/Case	Description	Cs/Pallet
Unit	0-72730-23614-1	34520	Hpt	27	1% Lowfat Milk, UHT	120
Unit	0-72730-26643-0	34519	Hpt	27	1% Lowfat Chocolate Milk, UHT	120
Unit	0-72730-23228-0	34518	Hpt	27	1% Lactose Free Lowfat Milk, UHT	120

Pallet TI/HL: 14x10 - Weight: 15.42 - Dimensions: 7.86"W x 14.25"H x 4.54"D



Memorandum

DATE: July 6, 2023

TO: Centennial Board of Education

FROM: Dan Tesar, IT & Operations Director

SUBJECT: Surplus Property

As per Board Policy #3019, the following items need to be declared surplus so that we may sell, recycle, or otherwise dispose of them.

- Qty 1 2002 International School Bus VIN: 1HVBRABM52B919286 (Bus 02A)
- Qty 1 Epson PowerLite 1985WU S/N: V5MF53000BL
- Qty 1 Peerless projector mount/cage

FUEL BID FORM

CENTRAL VALLEY AG. agrees to furnish gasoline and/or diesel fuel to the Centennial Public School for the 2023 - 24 school year at the prices listed below. It is understood that dealer price adjustments will be shared by the school district as per notice in the specification letter.

SELF SERVICE

Non-leaded per gallon • 10 ¢ below pump price

Diesel per gallon • 10 ¢ below pump price

ON-SITE PROPANE

(Propane delivered and stored in bidder-provided tank located on school campus.)

Propane per gallon

\$1.81 (INCLUDES STATE EXCISE TAX)



Signature of Authorized Agent

CENTRAL VALLEY AG.

Name of Firm

1101 14TH ST. HENDERSON, NE 68371

Address

6-29-2023

Date

Return to: Seth Ford, Superintendent
Centennial Public School
1301 Centennial Avenue
P. O. Box 187
Utica, NE 68456

email: seth.ford@centennialbroncos.org

2023-2024 PROPANE CONTRACT
September 1, 2023 through April 30, 2024

0000132

Account ID: 0015536

Customer Name: CENTENNIAL PUBLIC SCHOOL

Primary Phone: 402-534-2291

Address: PO Box 187

Alternate Phone: _____

City, State, Zip: Utica, NE 68456-0187

Please select your contraction option by selecting the preferred option, sign and return with payment.

☐	Option 1: 100% Down, Pre-Pay Contract
<i>Gallons Contracted:</i>	4470 X \$1.59 per gallon = \$7107.30
<i>Tax Due: (0.00%)</i>	\$0.00
<i>Total Due with Contract:</i>	\$7107.30 Please return this amount with your contract
☐	Option 2: Budget Pay (10 even payments, June through April)
<i>Gallons Contracted:</i>	4470 X \$1.99 per gallon = \$8895.3
<i>Tax Due (0.00%)</i>	\$0
<i>Total Dollars:</i>	\$8895.3
<i>Monthly Payment:</i>	\$889.53 Please return this amount with your contract
☐	Option 3: Fixed Price \$1.79 per gallon, 15¢ Deposit
<i>Gallons Contracted:</i>	4470
<i>Contract Deposit X \$.15</i>	\$670.50
<i>Total Due with Contract:</i>	\$670.50
Need a copy of your contract? Choose One: Email ☐ Postal service ☐ No Copy Needed ☐	
☐	ACH Payments , utilize ACH information on file or return the attached form with contract.
Email Address: _____	Date: _____
Purchaser Signature: _____	 PLEASE SIGN HERE
CVA Signature: _____	

Contact Us

Landri Swett

O:402-563-3766

C:402-276-2964

E: Landriswett@frontier.com



Address: 382 Road 1 Columbus, NE 68601

Website: Noswettfencing.com

Contact Us

Terry Swett

O:402-563-3766

C:402-276-1426

E: Terry@noswettfencing.com

PROPOSAL:

DATE: 6/27/2023

Dan Tesar

IT & Operations Director

Centennial Public School | Utica, Nebraska

P 402.534.2321 x236

INSTALL APPROX. 562' OF 48" TALL 9GA COMMERCIAL CHAIN LINK FENCE. ALL POSTS CONCRETED
INSTALL (1) 20' DOUBLE DRIVE GATE AND (3) THREE 10' DOUBLE DRIVE GATES AND (1) 5' WALK GATE
ALL POSTS AND TOPRAIL SCHEDULE 40 HEAVY DUTY PIPE. THREE POSTS DRILL THROUGH ASPHALT.

2-1/2" LINE POSTS

3" TERMINAL POSTS

3" GATE POSTS 10' GATES

4" GATE POSTS 20' GATE

1-5/8" TOPRAIL

TOTAL MATERIAL AND LABOR= \$ GALVANIZED=15,931.00

REPAIRS OF THE (7) DIFFERENT PLACES AROUND THE FIELD. RESET GATE POSTS AND RECONCRETE IN
STRAIGHTEN POSTS AND STRETCH WIRE TIGHT. INSTALL SMALL SECTION OF FENCE. REMOVAL OF
GATE AND INSTALL FENCE WHERE GATE WAS.

TOTAL MATERIAL AND LABOR= 2,380.00

OPTION'S

ADDER OF 567' OF 7GA TENSION WIRE AT THE BOTTOM OF THE FENCE= 800.00

ADDER TO PUT NEW WIRE TIES ON EXISTING FENCE AROUND TRACK=1,200.00

MOST OF THE FENCE HAS NO WIRE TIES TO POSTS OR TOPRAIL

THANKS

TERRY SWETT

AMERICAN FENCE COMPANY

Omaha Lincoln Des Moines Grand Island Sioux Falls Rochester Sioux City Cedar Rapids

3301 N 35th St		Lincoln, NE 68504		(402)467-2511		<u>j.boettcher@americafence.com</u>	
Salesman	Connor Goode	Phone	402-616-4035	Email	<u>c.goode@americafence.com</u>		
Date:	6/5/2023	Phone:	402-534-2321	Fax:			
Customer Name:	Centennial Public Schools Utica, NE						Specification for Fencing
Billing Address:	1301 Centennial Ave., Box 187, Utica, NE 68456						Overall Length
Location of Job:	1301 Centennial Ave., Box 187, Utica, NE 68456						Overall Height
Cell Phone:	402-641-0725	Contact Name:	Dan Tesar				Fabric
		Contact E-Mail:	<u>dan.tesar@centennialbroncos.org</u>				Rail
		Billing E-mail:					9ga x 2" Mesh KK
Specifications:						Dia. Line Post	Dia. Corner/End Post
<u>New 4' Tall Galvanized Chain Link Playground Fence with Gates; Options for Various Repairs</u>						2-1/2" O.D.	3" O.D.
<u>Furnish and Install Materials</u>						Dia. And Depth of Footing	Dia. And Depth of Footing
<u>American Fence will install approximately 562' of commercial grade galvanized chain link fence around the new playground area at Centennial Public School. This chain link fence will include 2-1/2" O.D. line, 3" O.D. terminal/gate, and 4" gate posts (for 20'w double gate). Each post will be set into concrete footings with the dirt spoils spread between the posts. Three posts next to the Southeast corner of the building will be saw cut through the asphalt. The framework of the fence will include 1-5/8" O.D. top rail with 9ga x 2" knuckle-knuckle mesh to match the existing 4' tall chain link fence. 1ea 6' wide walk gate is included and located at the Southwest corner of the building. 1ea 10' wide double drive is included at SW corner of building, SE corner of building, and on East side of property. 1ea 20' wide double drive gate is located at the Southern end of the West fence line. Each gate will be installed with the proper gate hardware.</u>						8" x 24"	10" x 30"
						Walk Gates	Drive gates
						1ea @ 6'W	3ea @ 10'W; 1ea @ 20'W
						Dia. Walk Gate Post	Dia. Drive Gate Post
						3" O.D.	3" & 4" O.D.
<u>Total excluding tax (Form 17 required) is \$22,841.41</u>							
<u>Optional Add-On #1: Repair Work to 4'T Playground Fence</u>						<u>Notes and Exclusions:</u>	
<u>This option includes replacing 10' of 1-3/8" top rail with new and replacing 1ea 1-5/8" O.D. line post on the East side of the playground. This work will be completed while AFC is onsite for installation of new playground fence.</u>						1.) Unless otherwise noted, one mobilization is included for the installation of the fence.	
<u>Add-on total excluding tax (Form 17 required) - add \$832.01 to price above</u>						2.) Unless otherwise noted, block-out(s) in concrete/masonry for fence by others. No core drilling included.	
<u>Optional Add-On #2: Various Repair Work to Football Field Fence & Playground Fence</u>						3.) No permit, survey and/or staking included. Fence line to be staked by others.	
<u>This option includes all of the repairs requested by customer to the football field chain link fence.</u>						4.) Unless otherwise noted, no removals, grading, grubbing and/or demolition included.	
<u>This option also includes the repairs to the playground fence as described above.</u>						5.) Private utilities to be located by others. Fence line to be staked clear of utilities.	
<u>Add-on total excluding tax (Form 17 required) - add \$8,249.99 to primary price above (\$22,841.41)</u>						6.) Unless otherwise noted, no electrical wire, wiring, grounding, conduit and/or connections included.	
<u>NOTE: NOT RESPONSIBLE FOR SPRINKLERS SYSTEMS. ESTIMATE GOOD FOR 10 DAYS.</u>						7.) If project is bid as tax exempt, a valid NE Tax Exemption form MUST be received prior to AFC beginning any work.	
<u>Note: Your project was estimated based on what we see. Objects below ground that interfere with your post installation will not be the responsibility of AFC such as your foundation, buried paving or pavers, roots, old fence footings, etc. Any adjustments additional materials, trips and labor will be at an additional expense.</u>						8.) Customer agrees to complete AFC Sheduling Installation Project Checklist prior to AFC beginning work. Form available for review upon request.	
Please call Connor Goode at 402-616-4035 with any question							

Due to unprecedented steel price increases, contractor to pay for stored materials or provide for subsequent future price increases after award of contract. AFC will provide storage Accounts not paid within thirty days will be charged eighteen percent (18%) per annum.

REV: 4-1-19

We agree to provide the work in accordance with the information stated here in the amount of;

Authorized Signature: _____ *Connor Goode* _____

See Above
Date: 6/5/2023

On the back and or second page of this proposal are very important terms and conditions that we are requesting that you review. If you do not have these terms and conditions; do not execute and contact your sales rep. Upon your review, if you have any questions please contact us. After review and agreement, please sign below indicating that you have fully read, understood and agree with the terms and conditions stated above. **We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.**

Customer/Contractor Signature: _____

Date: _____

Please Provide a Billing E-mail: _____

Terms and Conditions

Customer assumes full responsibility for the location of property pins, staking of the fence and any inaccurately placed pins and/or stakes. Customer understands that American Fence Company has staked the fence based on the proposal and/or in consideration of existing utilities that may not reflect the actual location of customers property. Customer agrees to defend, hold harmless and indemnify American Fence Company from and against all claims, liabilities and expenses for trespass and other damage or loss arising out of the location of said fence. Customer hereby assumes full responsibility for the damage to any marked and unmarked underground utility, telephone, T.V., Cable or sprinkler system pipes. If the customer requests, agrees or allows American Fence Company from and against all claims, liabilities and expenses as a result of damage to these utilities and related property. If the contract price is not paid when due, the customer agrees to allow American Fence Company to trespass on to their property and remove the fence at the company's discretion. Furthermore, the customer agrees indemnify and hold harmless American Fence Company for any damage done to the property as a result of removal of the fence. All modifications shall be in writing and shall be affixed to the original bid. This agreement and any subsequent modification/s shall be contingent upon strikes, accidents, shortages or delays beyond the control of American Fence Company. Any time stated for installation is purely estimated. The customer agrees and accepts that American Fence Company will not extend discounts or credits for any delays or be held responsible for interest charges on any payments made by the customer. Any changes to the fence due to varying ground conditions are not the responsibility of American Fence Company. Customer to carry fire, tornado and other necessary insurance. This proposal cannot be withdrawn by the customer after acceptance of proposal. American Fence Company has the right to reject any bid. All legal and related fees accrued in an effort to collect on this account for whatever reason will be the responsibility of the customer. By signing this proposal, the customer has completely reviewed and agreed with the prices, specifications and conditions as stated herein. Furthermore, the customer is authorizing American Fence Company to complete the work. The customer is financially responsible for cancellation fees and cost of special-order materials in the event the customer elects to cancel the contract. Terms: 60% Down. Balance due on the date of completion. A service and handling charge of 5% per month – 60% annum will be applied to delinquent accounts past 10 days. We impose a surcharge of 3% on all credit cards that is not greater than our cost of acceptance.

2023-2024 Professional Development Calendar

Dates	Meetings	Agenda Items		
Friday, August 11th	New Teacher Orientation	See Handout		
		Mentor/Mentee Meeting		
	1:30-3:30	CPI Training		
Monday, August 14th	Teacher Inservice			
	8:00-8:30	Mr. Ford Presentation	Ford	
	8:30-8:45	Child Abuse, HHS, Title IX Update	Bargen/Luce	
	8:45-9:45	QPR Training - Cole Stark	Stark	
	10:00-11:00	Elementary/Secondary Meetings	Principals	
	11:00	Transportation Safety Training	Ford	
	12:30-3:30	UDL Training - Michele Rayburn & Heidi Farmer	Rayburn/Farmer	
	2:00-3:45	Work in Rooms/Safe Schools Training		
Tuesday, August 15th	Teacher Inservice			
	8:00-3:30	CPR Training - All Are Welcome To Get Trained		
	8:00-9:00	School Improvement Team Meeting	Ford/Luce	
	8:00-10:30	Work in Your Room		
	10:30-11:15	Strategic Plan Overview - Facilities Planning - Safety Update	Ford/Bargen	
	11:15-12:00	Curriculum Process Overview/Evaluations/Goal Setting/Book Study	Admin	
	1:30-2:30	KSB Accommodations Training	KSB	
	2:30-3:30	Para Meeting - Teacher/Para Expectations	Stoll/Luce	
	2:30-3:45	Work in Your Room		
	5:00	Back to School Night - Meal will be Served - Be in Classrooms by 5:30		
Wednesday, August 16th	Teacher Inservice			
	8:00-9:00	SPED Team Meeting	Stoll	
	9:00-9:30	Social-Emotional Activity	Ford - Objectivity Lesson	
	9:30-10:30	Coaches/Sponsors Meeting	Wagner	
	10:30-11:30	Middle School Staff Meeting	Bargen/Wagner	
	11:30-12:00	Technology Updates	Dan/Jessica	
	1:30-2:00	Trauma Informed School Training	Stark/Waller/Geiger	
	2:00-3:45	Work in Your Room/Co-Planning/UDL		
Thursday, August 17th	1:30 Dismissal			
	1:45-2:15	New Teacher Meeting with Mentors	First Day Follow-Up - Library	
	2:30-3:30	School Improvement Team	Luce/Ford-External Visit	
Friday, September 29th	All Day			
	8:00-10:30	UDL Training/Executive Function Intervention Training		
	10:30-11:30	Safety Training with Sheriff Vance (Auditorium)		
	11:30-12:00	Book Study Kick-off		
	12:00	Lunch Provided for All Staff		
	12:00-1:00	Mentor/Mentee Meeting		
	12:30-3:45	Data Meetings, Co-Planning		
Wednesday, November 29th	All Day			
	8:00-8:30	Book Study Check-In		
	8:30-10:00	School Improvement Team		
	10:15-11:00	Mentor/Mentee Meeting		
	11:00-12:00	Pyramid Leadership Team Meeting		
	11:00-12:00	reVISION Meeting		
	12:00	Lunch Provided for All Staff		
	12:30-3:45	Data Meetings, Co-Planning		
Wednesday, January 4th	All Day		Location	
	7:30-8:45	Waffleman for all staff	Seward High School	

	8:45-9:45	Gerry Brooks - Speaker at Seward with Milford & David City	Seward High School	
	10:00-10:30	Travel back to Centennial		
	10:30-11:00	Book Study Check-In		
	11:00-12:00	Pyramid Team Meeting	BOE Meeting Room	
	11:00-12:00	Work Time in Room		
	12:00-1:30	Lunch - On Your Own		
	1:30-2:30	Elementary/Secondary Staff Meeting	TBA	
	2:30-3:00	Mentor/Mentee Meeting	Cafeteria	
	3:00-3:30	Calendar Committee Meeting	BOE Meeting Room	
Friday, February 2nd	All Day			
	8:00-10:30	UDL Training		
	10:45-12:00	School Improvement Meeting		
	10:45-12:00	Data Meetings, Co-Planning		
	12:00-1:30	Lunch on Your Own		
	1:30-2:30	reVISION Meeting		
	1:30-3:45	Data Meetings, Co-Planning		
Tuesday, February 27th	All Day			
	8:00-8:45	Teacher Academy (2 sessions - 20 minutes each)		
	8:50-9:10	Book Study Check-In - Cafeteria		
	9:15-10:15	School Improvement Meeting		
	10:15 -11:00	Elementary Staff Meeting--HS Library		
	11:00-12:00	Pyramid Leadership Meeting--Sped Conference Room		
	12:00-1:30	Lunch on Your Own		
	1:30-3:00	Data Meetings, Co-Planning		
	3:00-3:30	Mentor/Mentee Meeting--HS Library		
Friday, April 19th	All Day			
	8:00-9:30	Book Study Wrap-Up		
	10:00-11:00	Coaches Meeting		
	11:00-12:00	Pyramid Leadership Meeting		
	1:30-2:00	Mentor/Mentee Meeting		
	1:30-3:45	Data Meetings, Co-Planning		
Thursday, May 16th	12:00 Dismissal	Work in Your Room		
Friday, May 17th	All Day	Work in Your Room		

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	2022-2023 Disbursements					
Month	Total Expenditures	Cumulative Spent	% of Budget	Average % of Budget	Cum. % of Budget Spent	Average % Spent
September	\$864,530	\$864,530	8.86%	8.43%	8.86%	8.43%
October	\$742,506	\$1,609,820	7.61%	8.44%	16.50%	16.87%
November	\$751,972	\$2,362,867	7.71%	8.73%	24.23%	25.60%
December	\$713,708	\$3,080,740	7.32%	7.90%	31.59%	33.49%
January	\$707,638	\$3,789,319	7.26%	7.87%	38.85%	41.36%
February	\$765,691	\$4,560,578	7.85%	8.07%	46.76%	49.42%
March	\$741,726	\$5,309,158	7.60%	7.72%	54.43%	57.15%
April	\$803,312	\$6,112,470	8.24%	8.16%	62.67%	65.30%
May	\$721,619	\$6,834,090	7.40%	8.20%	70.07%	73.51%
June	\$810,580	\$7,644,669	8.31%	7.99%	78.38%	81.50%
July	\$680,768	\$8,325,437	6.98%	8.48%	85.36%	89.98%
August				10.02%		100.00%
2021 Budgeted Disbursements	\$9,753,686					
	Cumulative:					
	September	October	November	December	January	February
Projected Expenses	\$822,082	\$1,645,378	\$2,496,495	\$3,266,813	\$4,034,062	\$4,820,756
Actual Expenses	\$864,530	\$1,607,036	\$2,359,008	\$3,080,740	\$3,789,319	\$4,560,578
Difference	-\$42,448	\$38,342	\$137,487	\$186,073	\$244,743	\$260,178
	March	April	May	June	July	August
Projected Expenses	\$5,574,006	\$6,369,624	\$7,169,463	\$7,948,930	\$8,776,078	\$9,753,686
Actual Expenses	\$5,309,158	\$6,112,470	\$6,834,090	\$7,644,669	\$8,325,437	
Difference	\$264,848	\$257,153	\$335,374	\$304,261	\$450,641	\$9,753,686