
Boone Central Schools

Dedicated to Educational Excellence

Building Character | Creating Opportunities | Striving for Success



STAFF HANDBOOK

2024-2025

TABLE OF CONTENTS

<i>INTENT OF HANDBOOK</i>	5
ANTI-DISCRIMINATION	6
TITLE IX – PROHIBITING SEX DISCRIMINATION	7
COMPLAINT PROCEDURE	21
ANIMALS AT SCHOOL	25
COMMUNICATION WITH BOARD OF EDUCATION	28
ADVERTISING & PROMOTION OF OUTSIDE ORGANIZATIONS	28
VIDEO SURVEILLANCE	29
MEMORIALS	31
FIREARMS & WEAPONS	32
SMOKING AND TOBACCO USE	34
<i>BOARD OF EDUCATION AND ADMINISTRATION</i>	35
PURPOSE & ROLE OF THE BOARD	35
TEACHER, ADMINISTRATOR, BOARD RESPONSIBILITY	36
RELATIONSHIP WITH DISTRICT LEGAL COUNSEL	36
PUBLIC PARTICIPATION AT BOARD MEETINGS	37
<i>SCHOOL DISTRICT OPERATIONS</i>	39
PURCHASING	39
MONIES IN SCHOOL BUILDINGS	41
EMPLOYEE FUNDRAISING	41
FUNDRAISING	42
ACTIVITY FUND MANAGEMENT	44
REBATES TO SCHOOL PERSONNEL	44
SALE AND DISPOSAL OF SCHOOL PROPERTY	45
RECORD MANAGEMENT AND RETENTION	45

ADMINISTRATIVE ACTION IN ABSENCE OF POLICY	46
CHAIN OF COMMAND	47
ESTABLISHMENT OF HANDBOOKS	48
USE OF SCHOOL LOGO AND FONT	49
DISPLAY CASES AND RECOGNITION WALLS	50
SCHOOL SAFETY AND SECURITY	50
SAFETY COMMITTEE & RISK ASSESSMENT	52
THREAT ASSESSMENT & RESPONSE	55
STUDENT ARRESTS, INVESTIGATIONS, AND CONTACT WITH NON-SCHOOL OFFICIALS	58
RESTRAINT AND SECLUSION OF STUDENTS	60
EMERGENCY CLOSINGS	62
COMMUNICABLE DISEASE	62
EMERGENCY EXCLUSION	63
LICE & NITS	65
<i>PERSONNEL</i>	66
PROFESSIONAL BOUNDARIES	66
STANDARDS OF ETHICAL & PROFESSIONAL PERFORMANCE	67
FAMILY MEDICAL LEAVE ACT	71
CERTIFICATED STAFF	72
AT-WILL EMPLOYEES	72
EMPLOYMENT TERMS FOR CLASSIFIED STAFF	72
HIRING & DISMISSAL OF CLASSIFIED STAFF	73
REDUCTION IN FORCE	73
STANDARDS FOR TRANSPORTATION DRIVERS	75
DRUG AND ALCOHOL POLICY REGARDING DRIVERS	76
CLASSIFIED STAFF – DESCRIPTION OF BENEFITS	80
EVALUATION OF TEACHERS	88
JOB REFERENCES TO PROSPECTIVE EMPLOYERS	90
POLITICAL ACTIVITY	91
OUTSIDE EMPLOYMENT	91
COPYRIGHT COMPLIANCE	93
SUICIDE PREVENTION TRAINING	94
STAFF INTERNET AND COMPUTER USE	94

TECHNOLOGY IN THE CLASSROOM	97
USE OF SOCIAL MEDIA	98
LOCKER ROOM SUPERVISION	101
<i>STUDENTS</i>	<i>103</i>
STUDENT RECORDS	103
STUDENT ATTENDANCE	104
STUDENT FEES	108
STUDENT DISCIPLINE	115
STUDENT BULLYING	120
STUDENT INTERNET & COMPUTER USE	121
AUDIO & VIDEO RECORDING	124
GRADUATION AND SENIOR RECOGNITION	125
PARENTAL INVOLVEMENT IN THE EDUCATIONAL PROGRAM	128
TITLE I PARENT & STUDENT ENGAGEMENT	129
MULTICULTURAL EDUCATION	130
READING INSTRUCTION & INTERVENTION SERVICES	131
FIELD TRIPS	133

INTENT OF HANDBOOK

This policy handbook is intended to be used by all employees to serve as a guide to the District's policies. Each employee is responsible for becoming familiar with the handbook and knowing the information contained in it. The handbook supplements other documents, rules and regulations that pertain to employment and employment obligations. In reading this handbook please understand that where a direct conflict exists; state or federal law, the Negotiated Agreement, other Boone Central Board of Education policies and regulations adopted after this handbook, will be referenced for decision making.

The 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 is responsible for interpreting the policies and guidelines contained in the handbook and shall have the right to make decisions and 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.

The handbook will be in effect for the 2024-2025 school year and subsequent school years unless replaced by a later edition.

SCHOOL AND COMMUNITY RELATIONS

ANTI-DISCRIMINATION

Boone Central Public School does not discriminate on the basis of race, color, national origin, sex, marital status, disability, or age or in admission or access to, or treatment of employment or educational programs and activities.

The following person has been designated to handle inquiries regarding the School District's non-discrimination policies: Damon McDonald, who may be contacted in writing at 605 S 6th St, PO Box 391, Albion, Nebraska, at dmcDonald@boonecentral.esu7.org by e-mail or by telephone at (402) 395-2134.

Any person may also contact 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, regarding compliance with the regulations implementing Title VI, Title IX, Section 504, or any other applicable laws.

The School District does not discriminate on the basis of prohibited factors in employment and educational programs/activities. The School District affirmatively strives to provide equal opportunity for all as required by:

- Title VI of the Civil Rights Act of 1964 - prohibits discrimination on the basis of race, color, religion, or national origin
- Title VII of the Civil Rights Act of 1964 as amended - prohibits discrimination in employment on the basis of race, color, religion, sex, or national origin
- Title IX of the Education Amendments of 1972 - prohibits discrimination on the basis of sex
- Age Discrimination in Employment Act of 1967 (ADEA) as amended - prohibits discrimination on the basis of age with respect to individuals who are at least 40
- The Equal Pay Act of 1963 as amended - prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment
- Section 504 of the Rehabilitation Act of 1973 - prohibits discrimination against the disabled
- Americans with Disabilities Act of 1990 (ADA) - prohibits discrimination against individuals with disabilities in employment, public service, public accommodations and telecommunications
- The Family and Medical Leave Act of 1993 (FMLA) - requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to "eligible" employees for certain family and medical reasons
- The Pregnancy Discrimination Act of 1978 - prohibits discrimination in employment on the basis of pregnancy, childbirth, or related medical conditions
- The Uniformed Services Employment and Reemployment Rights Act (USERRA) – provides job protections and reemployment rights to military reservists and National Guard members called to active duty
- The Boy Scouts of America Equal Access Act which prohibits discrimination against groups that wish to access district facilities
- The Nebraska Fair Employment Practice Act (FEPA) – prohibits employment discrimination on the basis of race, color, national origin, religion, sex (including pregnancy), disability, marital status, and retaliation

- Nebraska Age Discrimination in Employment Act (Age Act) – prohibits employment discrimination on the basis of age for those individuals who are over 40 years of age
- The Equal Pay Act of Nebraska – prohibits discriminatory wage practices based on sex
- The Nebraska Equal Opportunity in Education Act – prohibits discrimination on the basis of sex (including pregnancy) by any educational institution
- Veterans Preference Law (Neb. Rev. Stat §§ 48-225 to 48-231) - stipulates categorical preferences for employment for military veterans and for the spouses of disabled veterans

Additional School Board policies prohibit harassment and/or discrimination against students, employees, or patrons on the basis of sex, race, color, ethnic or national origin, religion, marital status, disability, age, pregnancy, and any other legally prohibited basis. Retaliation for engaging in a protected activity is also prohibited.

Any person who believes she or he has been discriminated against, denied a benefit, or excluded from participation in any district education program or activity may file a complaint using the district’s complaint procedures.

Inquiries regarding compliance with any of the laws referred to in this policy may be directed to the superintendent or to the district’s Title IX and/or Section 504/ADA Coordinator.

TITLE IX – PROHIBITING SEX DISCRIMINATION

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.

Title IX Coordinator

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).

The Superintendent has been designated and authorized as the Title IX Coordinator. Reports and inquiries concerning sex discrimination should be communicated to Damon McDonald, Superintendent, in writing at 605 S 6th St, Albion, Nebraska, via email at dmcdonald@boonecentral.esu7.org or via phone at (402) 395-2134.

Definitions

As used in this policy, the following terms are defined as follows:

- 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.
- Complainant means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.
- 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).
- Respondent means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.
- 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.
- Sexual harassment means conduct on the basis of sex that satisfies one or more of the following:
 - 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;

- 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;
- Sexual assault, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:
 - Sex Offenses, Forcible—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.
 - 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.
 - 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
 - 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
 - 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
- Sex Offenses, Non-forcible—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
 - Incest—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
 - Statutory Rape—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

- Dating violence, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—
 - who is or has been in a social relationship of a romantic or intimate nature with the victim; and
 - where the existence of such a relationship shall be determined based on a consideration of the following factors:
 - The length of the relationship.
 - The type of relationship.
 - The frequency of interaction between the persons involved in the relationship.

- 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.

- 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—
 - fear for his or her safety or the safety of others; or
 - suffer substantial emotional distress.

- 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.

Discrimination Not Involving Sexual Harassment.

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.

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:

- 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;
- Provide different aid, benefits, or services, or provide aid, benefits, or services in a different manner;
- Deny any person any such aid, benefit, or service;
- Subject any person to separate or different rules of behavior, sanctions, or other treatment;
- Apply any rule concerning the domicile or residence of a student or applicant;
- 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;
- Otherwise, limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

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 1004.

Response to Sexual Harassment

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.

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.

Emergency Removal. Nothing in this policy precludes the district from removing a respondent from the district's education program or activity on an emergency basis, provided that the district undertakes an individualized safety and risk analysis, and determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal. In the event that the district removes a respondent on an emergency basis, then the district will provide the respondent with notice and an opportunity to challenge the decision immediately following the removal. This provision may not be construed to modify any rights under the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, or the Americans with Disabilities Act.

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.

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.

Grievance Process for Formal Complaints of Sexual Harassment.

General Requirements.

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.

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.

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.

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.

- All District Employees and Board Members. All district employees and board members will be trained on how to identify and report sexual harassment.
- 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:
 - The definition of sexual harassment in subsection 2.6;
 - The scope of the district’s education program or activity;
 - How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and
 - How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.
- 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.
- 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.

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.

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.

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.

Range of Supportive Measures. The range of supportive measures available to complainants and respondents include those listed in subsection 2.7.

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.

Notice of Allegations.

Initial Notice. Upon receipt of a formal complaint, the district will provide the following written notice to the parties who are known:

- A copy of this policy.
- 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.

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.

Dismissal of Formal Complaint.

The district will investigate the allegations in a formal complaint.

Mandatory Dismissals. The district must dismiss a formal complaint if the conduct alleged in the formal complaint:

- Would not constitute sexual harassment as defined in subsection 2.6 even if proved;
- Did not occur in the district's education program or activity; or
- Did not occur against a person in the United States.

Discretionary Dismissals. The district may dismiss the formal complaint or any allegations therein, if at any time during the investigation or hearing:

- The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;
- The respondent is no longer enrolled in or employed by the district; or
- Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

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.

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.

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.

Investigation of Formal Complaint.

When investigating a formal complaint and throughout the grievance process, the district will:

- 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;
- 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);
- Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;
- Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;
- 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;
- 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;

- 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
- 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.

Exchange of Written Questions.

After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

Determination Regarding Responsibility

Decision-Maker(s). The decision-maker(s) cannot be the same person as the Title IX Coordinator or the investigator(s).

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:

- Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;
- 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;
- Findings of fact supporting the determination;
- Conclusions regarding the application of the district's code of conduct to the facts;

- 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
- The district’s procedures and permissible bases for the complainant and respondent to appeal.

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.

The Title IX Coordinator is responsible for effective implementation of any remedies.

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.

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.

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:

- Procedural irregularity that affected the outcome of the matter;
- 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
- The Title IX Coordinator, investigator(s), or decision-maker(s) had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.

As to all appeals, the district will:

- Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties;
- 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;

- Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.
- Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;
- Issue a written decision describing the result of the appeal and the rationale for the result; and
- Provide the written decision simultaneously to both parties.

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:

Provides to the parties a written notice disclosing:

- The allegations;
- 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;
- 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
- Any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;

Obtains the parties’ voluntary, written consent to the informal resolution process; and

Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student.

Recordkeeping.

The district will maintain for a period of seven years records of:

- 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;

- Any appeal and the result therefrom;
- Any informal resolution and the result therefrom; and
- All materials are 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.

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.

The 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.

Access to Classes and Schools.

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.

- 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.
- 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.
- Human sexuality classes. Classes or portions of classes that deal primarily with human sexuality may be conducted in separate sessions for boys and girls.
- 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.

Classes and Extracurricular Activities. The district may provide nonvocational single-sex classes or extracurricular activities as permitted by 34 C.F.R. part 106.

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.

- 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.
- 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.

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.

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).

Specific Circumstances.

- The exercise of rights protected under the First Amendment does not constitute retaliation prohibited by this section.
- 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.

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.

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).

Application Outside the United States.

The requirements of this policy apply only to sex discrimination occurring against a person in the United States.

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.

Date of Adoption: July 20, 2015
Revised on: August 10, 2020

COMPLAINT PROCEDURE

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. Students and employees who believe they have been subjected to sex harassment in violation of Title IX should refer to the board's policy titled "Title IX."

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.
3. 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.
 - a. 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:
 - i. 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.
 - ii. Strongly encourage the complainant to reduce his or her concerns to writing.
 - iii. 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.
 - iv. Respond to the complainant. If the complaint involves discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar days after the administrator or Title IX/504 coordinator receives the complaint.
- b. 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.
 - i. This appeal must be in writing.
 - ii. This appeal must be received by the superintendent no later than ten (10) calendar days from the date the administrator or Title IX/504 coordinator communicated his/her decision to the complainant.
 - iii. The superintendent will investigate as he or she deems appropriate. However, all matters involving discrimination or harassment shall be promptly and thoroughly investigated.
 - iv. Upon completion of this investigation, the superintendent will inform the complainant in writing of his or her decision. If the complaint involves discrimination or harassment, the superintendent shall submit the decision within 180 calendar days after the superintendent has received the complainant's written appeal.
- c. 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.
 - i. This appeal must be in writing.
 - ii. This appeal must be received by the board president no later than ten (10) calendar days from the date the superintendent communicated his/her decision to the complainant.
 - iii. 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.
 - iv. The board will notify the complainant in writing of its decision. If the complaint involves discrimination or harassment, the board shall submit its decision within 180 calendar days after it receives the complainant's written appeal.
 - v. There is no appeal from a decision of the board.
- d. When a formal complaint about the superintendent of schools has been filed with the president of the board, the president or his or her designee shall promptly and thoroughly investigate the complaint, and shall:

- i. Determine whether the complainant has discussed the matter with the superintendent.
 1. If the complainant has not, the board president or designee 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.
- ii. Strongly encourage the complainant to reduce his or her concerns to writing.
- iii. Determine, in his or her sole discretion, whether to place the matter on the board agenda for consideration at a regular or special meeting.
- iv. Respond to the complainant. If the complaint involved discrimination or harassment, the response shall be in writing and shall be submitted within 180 calendar 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 to 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. Individuals who file complaints (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 (c) 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.

Date of Adoption: July 16, 2018
Revised on: July 15, 2019
Revised on: August 10, 2020

ANIMALS AT SCHOOL

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 or 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, or vest identifying the dog as a trained service dog, a 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:

- A handler does not have control of the service animal;
- The service animal is not housebroken;
- The service animal presents a direct and immediate threat to others in the school; or
- 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:

- The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- Whether the handler has sufficient control of the miniature horse;
- Whether the miniature horse is housebroken; and
- 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

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. Therapy animals are not “service animals” as that term is used in the Americans with Disabilities Act.

Therapy animals will not be allowed on school grounds or school property except as otherwise required by law.

Date of Adoption:	July 20, 2015
Revised on:	July 15, 2019
Revised on:	July 20, 2020

COMMUNICATION WITH BOARD OF EDUCATION

The Board of Education recognizes the necessity for open communication with students, parents, patrons and staff but is also aware that a procedure for processing concerns and complaints is imperative to the normal operations of the District. It is the intent of the Board that concerns and complaints be resolved at the lowest possible level.

Complaints Made to Individual Board Members:

Members of the Board of Education have no authority or power to act on behalf of the Board or the District except when acting as a member of the entire Board at a duly called board meeting or when acting with express, specific authority granted by the Board or by law. Should any member of the Board be approached by a student, parent, patron or staff member who has a concern or complaint, the member should:

- Listen attentively to the concerns but not take any inflexible position.
- Instruct the individual about the District's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Superintendent for information concerning such procedures. If the concern or complaint involves a teacher, the individual should be informed to discuss the matter with the teacher first.
- Inform the Superintendent of the concern.

The Board and the District shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Complaints Made to the Board:

Concerns or complaints may be made to the Board of Education at a duly called Board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the District, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Date of Adoption: July 20, 2015

ADVERTISING & PROMOTION OF OUTSIDE ORGANIZATIONS

Neither the facilities, the staff, nor the children of the school district shall be employed in any manner for advertising or otherwise promoting the interests of any commercial, political, or other non-school agency, individual, or organization, except that:

- The schools may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the schools.
- The schools may use films or other educational materials bearing mention of the producing firm or sponsor, providing such materials can be justified on the basis of their actual educational values.
- The schools may cooperate with any agency in promoting the activities in general public interest, and which promote the education or other best interest of students.
- The superintendent of schools may cooperate in furthering the work of any non-profit, community-wide social service agency provided such cooperating does not infringe on school programs or diminish the amount of time devoted thereto.
- The administration may, at its discretion, announce, or authorize to be announced, any lecture, community activity, or film which it feels has educational merit.
- School representatives may, upon approval of the board of education, cooperate with any agency in promoting activities in the general public interest, and which promotes education that is in the best interest of the students.

Date of Adoption: July 20, 2015

VIDEO SURVEILLANCE

Purpose. The Board authorizes the use of video cameras and other passive electronic measures (such as motion detectors) for the purposes of ensuring the health, welfare and safety of staff, students and visitors, safeguarding District facilities and equipment, and maintaining student discipline and an appropriate educational and work environment.

Placement. Video cameras and similar devices are authorized to be used on school facilities, school vehicles and other places within the control of the District. The locations in which the devices will be placed and the times the devices will be in use are to be determined by the Superintendent or the Superintendent's designee consistent with the purposes set forth in this Policy. The devices shall not be placed or operational in locations in which individuals have a high expectation of privacy, such as restrooms and locker rooms.

Notice. Notice of the fact that video surveillance cameras are being utilized shall be given through appropriate mechanisms, such as by posting signs in the building entry and other locations and by including a notice in the student-parent and staff handbooks.

Viewing Monitors and Video Recordings. Monitors used to view video recordings are to be located and positioned such that only authorized personnel are able to see the images on the monitors. Only authorized personnel shall be allowed to view recorded video. Authorized personnel for these purposes are: school administrators, school staff members with a direct involvement with the recorded contents of the specific video recording and employees or agents responsible for the technical operations of the system (for technical purposes only).

School administrators may allow law enforcement officers to view monitors and recorded video when such is consistent with school security and discipline and consistent with law.

Students shall not be permitted to view the monitors. Students shall not be permitted to view recorded video except where the individual student is the focus of the recorded video.

Use of Video Recordings. Video records may be used as a basis for student or employee disciplinary action and for making reports to law enforcement.

Video Recordings as Education Records. Video recordings which are considered to be “education records” within the scope of FERPA shall be maintained in accordance with FERPA and other applicable laws. A video recording may be considered an education record when a specific student is the focus of the video recording.

For example, if the video recording shows a student violating a school rule, the video recording is an education record of that student. It may be viewed on request by that student’s parent (or the student if age 18 or older). The video recording may not be viewed by, nor will a copy be given to, others without the parent’s written consent unless a FERPA exception exists.

In the event more than one student is a focal point of the video recording, it may be an education record of each such student. This would be the case, for example, if two students are recorded fighting. In that event, the school would allow both set of parents an opportunity on request to view the video, but will not give a copy of the video to either set of parents, without the written consent of the other student’s parent.

Maintaining Video Recordings. The District shall comply with all applicable state and federal laws related to record maintenance and retention of video recordings. Video recordings that contain personal information shall be securely stored and, when such recordings are no longer needed or required to be maintained, shall be properly disposed of or erased.

Maintaining the Integrity of the Video Surveillance System. The building principals shall be responsible for periodically checking the video surveillance system within their building to ensure it is operating properly. Students or staff who vandalize, damage, disable, or render inoperable surveillance cameras or equipment, or use the video surveillance system in a manner that is not consistent with the purposes set forth in this Policy, shall be subject to appropriate disciplinary action (up to and including expulsion, for a student, and termination, for a staff member) and referral to appropriate law enforcement authorities.

Date of Adoption: July 20, 2015
Reviewed On: October 9, 2017

MEMORIALS

The loss of a loved one is always very difficult and the desire to remember that loved one is significant. The Boone Central Administration and Staff will adhere to the following guidelines when memorializing deceased students and staff.

Funerals

- School will not be routinely dismissed for funerals.
- Students will be permitted to attend a funeral at the request or in the company of a parent or guardian.
- Using school grounds or facilities for funerals will not be allowed.
- Parents are required to provide the transportation needs of their students to and from funerals as well as the emotional support necessary before, during, and after the service.

Memorials – Memorials are defined as something established to remind people of a person or an event.

- Acceptable Memorial – A memorial plaque meeting the following guidelines will be considered acceptable:
 - The plaque will be no bigger than 8” x 10”.
 - The plaque will be inscribed with the words, “In Memory of” with the deceased’s name appearing below.
 - The plaque will be appropriately displayed in a designated location within each building determined by the administration.
 - Optional: A 5”x7” picture of the deceased may be attached to the plaque.
- Yearbook Picture – A picture equal to other students and staff members will appear in the yearbook for those students who were enrolled at Boone Central at the time of their death or for staff members who were serving the district at the time of their death. The yearbook picture will only appear the year of the death.

Memorial Guidelines

- Neither district funds nor resources may be used to establish, develop, or maintain memorials.
- Memorials must be pre-approved by the Superintendent.
- Memorials will only be allowed for those students who were enrolled at Boone Central Schools at the time of their death or for staff members who were serving the district at the time of their death.
- Memorials placed in the school building or on school grounds will remain according to the “Sunset Memorial” guidelines.
- Memorials will be offered to the parents, spouse, or relatives of the deceased when it is removed.

Sunset Memorial Guidelines

- Sunset Memorials for Students – Memorial plaques placed in the school building or on school grounds will remain for as long as the deceased student would have been a student at each specific building. (Elementary Building - Preschool through 5th Grade, Middle School Building - 6th Grade through 8th Grade, High School Building - 9th Grade through 12th Grade)
- Sunset Memorials for Staff – Memorial plaques placed in the school building or on school grounds for a deceased staff member (who was currently employed) will remain for no more than 5 years.

Unacceptable Memorials

- Permanent structural items will not be accepted, except through the use of the Memorial Fund (see guidelines listed below).
- Trees, plants, and other living items will not be accepted.
- Memorials that may alter the regular school day, a school activity, or the school schedule will not be accepted.
- Memorials that would require the retirement or discontinued use of school property will not be accepted.
- Memorials that infringe on the separation of church and state will not be accepted.

Graduation

- An empty chair will be placed among the graduates every year during the graduation ceremony in honor of all who could not be with us on graduation day. Individual names will not be recognized during the graduation ceremony. The graduation program will identify the empty chair with the notation that it is, “in honor of all who could not be with us today.”
- Graduation slideshow will recognize deceased students equal to the rest of the class if the death occurs during the student’s senior year, unless otherwise notified by parents or guardians.

Scholarships

- Scholarships set up in honor of the deceased are allowed.
- The school will not manage or handle scholarship funds, however the school is willing to assist in the application and selection process if requested.

Memorial Funds – Monetary donations may be made to the school on behalf of the deceased.

- Memorial Funds donated to the school will be placed in the Activity Fund and held until a final determination on how the funds will be used is made.
- Items will be purchased by the school district through the donations within the Activity Fund.
- A permanent plaque/dedication will not be affixed to items purchased with memorial fund money, although a plaque purchased under the “sunset memorial” guidelines (See Memorials) listed above can be appropriately placed near the purchased item. The memorial plaque will be removed according to the sunset timeline and offered back to a family member.

Date of Adoption: November 13, 2017

FIREARMS & WEAPONS

Weapons. No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. Definition of Weapon. The term “weapon” means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. Definition of Firearm. The term “firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which

will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms. The prohibition against firearms does not apply to:

- The issuance of firearms to or possession by members of the armed forces of the United States, active or reserve, National Guard of this State, or Reserve Officers Training Corps or peace officers or other duly authorized law enforcement officers when on duty or training; or
- Firearms that may lawfully be possessed by a person who is receiving instruction at the school under the immediate supervision of an adult instructor;
- Firearms which may lawfully be possessed by a person for the purpose of using them, with the approval of the school, in a historical reenactment, in a hunter education program, or as part of an honor guard;
- Firearms contained within a private vehicle operated by a non student adult that are not loaded and are encased or are in a locked firearm rack that is on a motor vehicle; or
- A handgun carried as a concealed handgun by a non student adult who holds a valid permit issued under the Concealed Handgun Permit Act in a vehicle or on his or her person while riding in or on a vehicle into or onto any parking area, which is open to the public and used by the school if, prior to exiting the vehicle, the handgun is locked inside the glove box, trunk, or other compartment of the vehicle, a storage box securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

Definition of Encased. The term “encased” means enclosed in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied, or otherwise fastened with no part of the firearm exposed.

Exceptions for Students. The only exceptions for a student to bring or possess a weapon, including a firearm, are as follows:

- The firearm or weapon has been brought to school grounds or to an activity or event off school grounds for some educational purpose;
- The person bringing the firearm or weapon has requested and received the prior approval of both the instructor and the building principal to do so; and
- All arrangements to use and store the firearm or weapon safely while it is on school premises have been agreed to and carried out.

Consequences - Firearm. Any student who brings a firearm, as that term is defined in 18 United States Code 921, to school will be expelled from school for one calendar year. The superintendent of schools and the board of education shall have the authority to modify the expulsion requirement on a case-by-case basis.

Consequences – Weapon. State law and this policy provide that any student who violates this policy by knowingly bringing, possessing, handling or transmitting a weapon, other than a firearm, on school grounds, in a school owned vehicle, or at a school activity or event off school grounds may be suspended on a long-term basis, mandatorily reassigned, or expelled for the remainder of the school year in which the expulsion takes effect (if the misconduct occurs during the first semester) or the remainder of the second semester, summer school, and the first semester of the following school year (if the misconduct occurs during the second semester).

Confiscation of Firearms. Administrative and teaching personnel are statutorily authorized, without a warrant, to confiscate any firearm possessed in violation of this policy. By statute, any firearm that is confiscated by school personnel shall be delivered to a peace officer as soon as practicable. Such firearms are subject to being destroyed by law enforcement authorities.

Report to Law Enforcement Authorities. All school personnel are required to report any violation of this policy to a principal or the superintendent of schools. Pursuant to state and federal law, school personnel are required to report to law enforcement authorities when a student brings a firearm or weapon to school.

Date of Adoption: July 20, 2015
Revised on: July 16, 2018

SMOKING AND TOBACCO USE

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products, electronic nicotine delivery system, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Date of Adoption: July 20, 2015
Revised on: July 15, 2019

BOARD OF EDUCATION AND ADMINISTRATION

PURPOSE & ROLE OF THE BOARD

The responsibilities of the Board of Education shall be as follows:

- Provide a school system which offers a Kindergarten through twelfth grade program.
- Confer with the Superintendent of schools about recommendations for school programs.
- Consider and adopt textbooks selected by the Superintendent and staff together with the courses of study recommended by them.
- Set and annually review long-term written goals for the school district.
- Consider and approve the annual operating budget prepared by the Superintendent.
- Consider and approve claims for expenditure.
- Be responsible to interpret the school programs to the community through a community relations program.
- Represent the needs of the school system before city and state authorities as well as the general public.
- Refer parent and community criticism and suggestions to the Superintendent for consideration and recommendation.
- Serve as a body of final appeal for staff members and school patrons on matters properly appealable from orders of the Superintendent.
- Establish and maintain policies consistent with the Board's interpretation of the wishes of the community and the requirements of the law. Conduct an annual review of policies as and to the extent required by law.
- Develop a procedure whereby policy changes and/or additions may be proposed by board members, other school employees, or the general public by submitting them to the Superintendent for consideration and recommendation.
- Continuously evaluate the effectiveness of Board policies.
- Adopt rules and regulations in cooperation with the Superintendent for governance of the school system.

- Select the Superintendent and support the Superintendent in the efficient discharge of the Superintendent's duties.
- Require reports from the Superintendent.
- Evaluate the Superintendent of Schools in accordance with applicable state laws.
- Elect school personnel upon nomination and recommendation of the Superintendent.
- Annually elect officers of the Board and appoint auxiliary personnel as necessary.
- Distinguish between selfish, uninformed criticism and genuinely helpful criticism.
- Perform specific duties imposed on school boards by statutes of the State of Nebraska.
- Participate in local, state and national organizations for school board members.
- Cooperate with other governmental bodies and agencies.
- Cooperate with professional and educational organizations.

Date of Adoption: July 20, 2015

TEACHER, ADMINISTRATOR, BOARD RESPONSIBILITY

Since it is recognized that providing a high-quality education for children is the paramount aim of Boone Central Schools and that good morale is necessary for the best education of children, the Board sets forth the following policy concerning the relationship of the Board, the administration, and the staff:

The Board of Education, under law, has the final responsibility of establishing policies for the district.

The Superintendent and staff have the responsibility of carrying out the policies established through the development and monitoring of administrative rules and regulations.

The professional teaching personnel has the ultimate responsibility of providing the best possible education in the classroom through the careful following of Board policies and administrative rules and regulations.

Date of Adoption: July 20, 2015

RELATIONSHIP WITH DISTRICT LEGAL COUNSEL

The board will engage legal counsel to assist it and the administration in dealing with legal issues. When the district faces circumstances in which legal counsel may be needed between board meetings, the board president or superintendent may engage legal counsel on the board's behalf.

The superintendent and the board president shall have the authority to contact the school's legal counsel on behalf of the district. The superintendent may give other members of the administration permission to contact the district's legal counsel on an as-needed basis. Individual board members other than the president may not contact the district's legal counsel on behalf of the board without the approval of the board president or a majority of the board.

Any board member who contacts the district's legal counsel without board approval may be personally responsible for any legal fees incurred as a result of the unapproved contact.

The superintendent will, to the extent permitted by law, keep the board informed of matters in which the district's legal counsel is involved.

Date of Adoption: July 15, 2019

PUBLIC PARTICIPATION AT BOARD MEETINGS

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting. Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda. Members of the public who desire to address the Board will be required to identify themselves.

The Board may allow advisors, consultants, and other persons who are not Board members to appear at the meeting via telephone or other similar means.

The chair has the authority to assure that people conduct themselves in an orderly manner at the meeting. Undue interruption or other interference with the orderly conduct of business will not be allowed. The chair may order persons who are disorderly to be removed from the meeting.

The board will, upon request, make a reasonable effort to accommodate the public's right to hear the discussion and testimony presented at the meeting.

Members of the public may use recording devices (tape recorder, video camera, etc.) to record any part of a meeting of a public body, except for closed sessions. No recording, other than note taking, shall be done without informing the President in advance. The President shall control the placement of the recording device so the device does not obstruct the view of Board members or other members of the public attending the meeting and does not otherwise interfere with the meeting.

At least one copy of all reproducible written material to be discussed at an open meeting will be made available at the meeting for examination and copying by members of the public.

Members of the public will be permitted to speak at Board meetings at which a public forum is on the Agenda. The board may not forbid public participation at all meetings, but the board is not required to allow citizens to speak at each meeting. Members of the public may also speak when invited to make a presentation or when recognized by the chair.

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions. It is customary that the board will hear public comment for a maximum of 4 minutes per speaker and 30 minutes total at a meeting. If it appears that more than 6 people wish to address the board, the board president may reduce the number of minutes each person may speak and the board may vote to increase the number of minutes for public comment.

Speakers will be permitted to address the Board consistent with free speech rights. However, offensive language, defamatory remarks, and hostile conduct will not be tolerated. Further, charges or complaints against a school employee shall not be made for the first time at a public Board meeting without having followed the school's complaint procedure.

Date of Adoption: July 20, 2015

Revised on: July 16, 2018

SCHOOL DISTRICT OPERATIONS

PURCHASING

Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.

This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

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

- Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
- Purchases from \$5,000 up to \$90,000. The Superintendent may request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
- Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
- Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the superintendent shall be personally liable for payment for the supplies or equipment purchased.
- School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the superintendent authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

Purchasing Procedures

1. School personnel must secure the approval of the superintendent before making any purchases.
2. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.
3. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.
4. All purchases of goods and services made with district funds must be made on a properly executed purchase order.
5. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

Credit Card Purchasing Program

The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.

The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.

The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.

An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.

Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Relations with Vendors

The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu

of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

No purchase shall be made that violates any conflict of interest policy or law.

No employee shall endorse any product of any type or kind in such a manner as will identify him/her in any way as an employee of the school district.

The board believes in patronizing local businesses. Consequently, when proposals are judged to be equal in terms of quality, price, and/or service, the contract or purchase will be awarded to the firm that is located within the district. However, the board will not sacrifice either quality or economy to patronize local businesses.

Date of Adoption: July 21, 2016

Revised on: August 14, 2017

MONIES IN SCHOOL BUILDINGS

Monies collected by school district employees and by student treasurers shall be managed in a good and prudent business manner. All monies collected shall be receipted and accounted for and directed without delay to the proper location of deposit.

Date of Adoption: July 20, 2015

EMPLOYEE FUNDRAISING

Any employee who directly or indirectly seeks to use their position as a District employee to fundraise (such as through a crowd funding initiative) must obtain prior approval from the Superintendent or Superintendent's designee before taking any action to fundraise.

An employee who receives permission to fundraise shall abide by the following requirements:

The employee shall inform the Superintendent or Superintendent's designee of any content (including online messages or requests) that the employee intends to publish.

The employee shall not violate any District policy, rule or law in any fundraising efforts and shall keep all student information confidential.

The employee must account for any money raised through the approved fundraising effort and shall provide evidence to the Superintendent or Superintendent's designee as to how the money was spent.

District employees who engage in fundraising efforts in their private capacities need not abide by this policy.

Date of Adoption: August 14, 2017

FUNDRAISING

Fundraising is the selling of a product, providing a service or activity, or requesting donations of any kind. School fundraising directly funds school programs and student organizations.

General Guidelines.

The School Board of Boone Central Schools recognizes a desire and a need for ongoing fundraising support. The school board also recognizes a need for restraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.

All fundraising for student organizations and charitable giving campaigns must have prior administrative approval. School District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved by the building administration.

Student Organization Fundraising.

Student organizations are groups that are sponsored by the district and approved by the school board. They are designed to provide opportunities for students to participate, on an individual or group basis, in school and public events for the improvement of skills. Student organizations are directed or supervised by School District staff.

- Approval Criteria. Student organization fundraising activities are to be considered for approval based on the following criteria: (1) the project will be fun and safe for students, (2) students will not be exploited for sectarian, political, or commercial purposes, (3) the project will accomplish the goals for the fundraiser without undue risk of financial loss, (4) the project will be consistent with the mission and goals of the School District and the student organization, (5) the number of fundraisers run by the particular student organization and within the school and the District within the last twelve months, and (5) the project meets all legal requirements.
- Food Sales. The sale of foods as a fundraiser is subject to the School Wellness Policy.
- Safety Considerations. The District does not sponsor activities involving driving vehicles unless a school employee or sponsor or a responsible adult is driving. Projects that involve door-to-door sales will not be approved for student participants who are not in high school. Parent approval must be given before any student is permitted to participate in door-to-door sales.
- Contracts. Teachers, coaches and sponsors are not authorized to sign contracts for the procurement of items to be sold or used in student organization fundraisers. Any contract that obligates school funds shall be submitted to the building principal for approval and execution.
- Purchases. All purchases related to student organization fundraisers are to be made in the school district name. Deliveries of fundraising items for sale shall be made to the school building, not to personal addresses. Items shall be kept in a secure place to avoid theft. Items which are overpriced or of an

embarrassing or controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided where practicable.

- Money-Handling. All funds collected must be given by the fundraiser sponsor intact (i.e., cash and checks must be deposited in the same cash/check mix in which they were received) to the building principal or designee for deposit into the School District depository account no later than the next school day following receipt. Funds may not be deposited into personal accounts and may not be taken home.
- Inventory. The fundraiser sponsor shall maintain an inventory of items related to the project. Upon completion of the project, unsold items may not be given away. The items shall be returned to the vendor for credit, sold at reduced prices in a clearance sale, or kept for sale in a future student organization fundraising event.
- Disbursement of Fundraising Proceeds. Fundraising proceeds shall be disbursed to and used by the student organization for the purposes for which the project was initiated.
- Records. The fundraiser sponsor shall submit all records related to the fundraising project at the conclusion of the project. The records to be maintained and submitted include: fundraiser approval, purchase order or procurement card receipt, invoices and packing slips, student checkout sheets, deposit receipts, inventory of merchandise and list of unsold merchandise, receipt for return of merchandise and records of credit or receipt for returned merchandise.
- Student Conduct. All students who participate in approved fundraising activities are expected to represent the school, the student organization, and the community in a positive manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.

If a donation of cash or equipment is offered to a staff member for a school organization or the School District, the coach or sponsor shall refer the intended donor to the building administration. If the donor insists on giving the cash or equipment immediately, the staff member shall turn the donation over to the building principal immediately upon receipt.

Coaches or sponsors who also coach, manage or otherwise participate in club teams or similar non-school organizations must clearly separate any student organization fundraising from fundraising activities for their club team. Such individuals who receive donation offers must request that the donor be very clear as to whether the donation is intended for the student organization or the club team.

Fundraising by Outside Organizations.

Outside organizations are non-school-funded groups such as parent/teacher organizations, sports booster groups, and commercial enterprises that provide supplementary services to existing school entities. Outside organizations are separate and apart from the School District. Decisions on fundraising activities and the expenditure of fundraising proceeds should involve consultation with the school administration.

Independent sales consultants may not use schools as a source of sales, even if the consultant intends to donate a portion of the funds raised to the school. An independent sales consultant includes individuals who operate as a franchisee for businesses that sell products such as food storage containers, cosmetics, etc.

Charitable Giving Campaigns.

A charitable giving campaign is fundraising conducted for the purpose of providing money for a charitable cause not directly related to any District goal. Purposes for which such a campaign may be permitted include fundraising for student scholarships or student exchange programs, to assist families within the District who have experienced a catastrophe, or to fund community projects.

Any fund-raising activity conducted by any such organization using Boone Central Schools' facilities or using the District's name in solicitation of donations must have prior approval of the Boone Central Board of Education. If the request is approved, the organization shall include a statement that the Boone Central Schools is not endorsing the organization or campaign and has no affiliation with the event.

District funds cannot be used to off-set, front-fund, or pre-pay expenses for any charitable giving campaign. A charitable giving campaign shall not be permitted to conduct fundraising among the student population.

Date of Adoption: July 20, 2015
Revised on: August 14, 2017

ACTIVITY FUND MANAGEMENT

School activity funds may be expended only for purposes which may benefit the student body of the school. All rules, regulations, and procedures for the conduct, operation and maintenance of extra-curricular accounts, and for the safe-guarding, accounting and auditing of all monies received and derived therefrom are to contribute to that objective.

The accounting system for managing student activity funds shall be designed to encourage the largest possible educational return to students without sacrificing the safety of funds or exposing students to undue responsibility or unnecessary routine.

The superintendent will be responsible for supervising the accounting functions to be performed at the building level. The building level accounting procedures will be consistent with the accounting functions performed at the district office level.

Any unencumbered class or activity funds will automatically revert to the general activity fund of the school when a class graduates or an activity is discontinued.

Date of Adoption: July 20, 2015

REBATES TO SCHOOL PERSONNEL

No school employee or board member shall receive any commission, expense-paid trips, or anything of value from individuals or companies from which the school district purchases equipment or materials required in the operation of the school district. The operation of the school district includes the purchase of materials for the repair and maintenance of the school plant, for providing educational programs, for materials and supplies used in school organizations, such as clubs, specific classes, and for comparable items.

Date of Adoption: July 20, 2015

Staff Members that receive cell phone reimbursement that money is not subject to taxes.

Date of Adoption: July 20, 2023

SALE AND DISPOSAL OF SCHOOL PROPERTY

The Superintendent is authorized and directed to dispose of books, furniture, equipment, real estate, and other property that is obsolete or no longer needed for school operations. Any sale of school property is contingent on approval by the vote of at least two-thirds of the members of the Board of Education at a regular meeting.

Such disposal may be by private sale, auction, trade-in, or by taking bids and selling to the highest or most responsible bidder.

The following procedures shall be followed for an auction or when taking bids:

- The intention to sell shall be publicized, via school newsletter, a weekly memo, a bulletin posting, a newspaper advertisement, or other means suitable to the value and nature of the property.
- Real estate will be sold to the highest bidder, except that a minimum acceptable price may be established prior to bidding.
- Items which are offered for sale in an approved manner which are not sold after a reasonable period of time may be considered to have no value and may be disposed of as determined by the Superintendent and reported to the Board of Education.

Property that has little or no value shall be discarded or recycled as appropriate. No school employee shall take such property for their personal use, even if the item has been placed in the trash, without the express approval of the administration.

Date of Adoption: July 21, 2016

RECORD MANAGEMENT AND RETENTION

The school district will comply with all federal record retention requirements, the Nebraska Records Management Act, and with Schedules 10 and 24 of the Nebraska Secretary of State's Records Management Division. These requirements apply to both physical and digital records. When permitted by Schedule 10 and Schedule 24 of the Nebraska Secretary of State's Office, records will be transferred to durable electronic media for long-term storage.

Special Rules Related to Electronic Forms of Communication. Electronically stored information such as e-mail, instant messaging, and other electronic communication are important to the district's overall operation. E-mail and other forms of electronic communication which is subject to retention under the Nebraska Records Management Act may be moved to a storage method other than their original format. Each individual who

creates or receives electronic communications that belong to or pertains to the operation of the district is responsible for determining whether and in what format those records must be maintained. Duplicate records may be destroyed at any time prior to the approved retention period. Staff members who are uncertain about whether a record should be retained should consult with their supervising administrator.

Due to the nature and volume of forms of electronic communication related to the operation of the district, transitory or multiple copies of electronic communication will be retained with metadata intact for 30 days. After this time, the electronically stored information with metadata intact shall be subject to overwriting or deletion from the district's electronic files and records, except as otherwise required by these policies or state and federal law.

School-affiliated Social Media Posts. Communication on school-affiliated social media accounts are considered short-term communications pursuant to the Records Management Act. As such, they will be retained in their original form on the vendor's system and will not be deleted by the user for at least 6 months. Individuals who are uncertain as to whether a specific social media account is "school-affiliated" should refer to the Board's policy on Staff and District Social Media Use contained elsewhere in these policies.

Special Rules Related to Security Camera Footage. Video footage from security cameras is generally considered working papers under the Records Management Act and will be overwritten consistent with the district's audio and video recording policy. Video footage which captures an event of educational or behavioral significance and contains personally-identifiable information will be maintained by the school district pursuant to its policy on student records.

Student Records. The retention of student records is also governed by the board's policy on student records.

Records Regarding Pending or Threatened Litigation. When litigation against the district or its employees is filed or threatened, the district will take all reasonable action to preserve all documents and records that pertain to the issue. When the district is made aware of pending or threatened litigation, a litigation hold directive will be issued by the superintendent or his/her designee. The directive will be given to all persons suspected of having records that may pertain to the potential issues in the litigation. The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted.

Date of Adoption: July 20, 2015
Revised on: June 11, 2018

ADMINISTRATIVE ACTION IN ABSENCE OF POLICY

If a situation demanding a decision is not covered by an existing law, policy, or by regulations, the Superintendent or the Superintendent's designee is empowered to make the decision deemed best in Superintendent's or the Superintendent's designee's professional judgment.

Decisions made in the absence of needed policy shall be reported to the Board and the Superintendent shall develop recommended policy to deal with similar matters in the future.

CHAIN OF COMMAND

The superintendent shall be in control of all school district operations except as provided by another policy or as otherwise provided by law. Following is the administrative chain of command:

Student Discipline	Classroom Teacher Principal Superintendent
Instruction and Curriculum	Teacher Instructional Coach/Curriculum Director Principal Superintendent
Transportation	Bus Driver Transportation Supervisor Principal Superintendent
Facilities, Grounds, or Maintenance	Custodial Staff Principal Superintendent
Policy or Handbook	Principal Superintendent
Athletics and Activities	Coach or Sponsor Activities Director

	Principal Superintendent
Personnel	Employee in Question Principal Superintendent

If any matter that is not covered by this policy or if other questions arise, the matter should be referred to the Principal in the absence of the superintendent. The Principal will either address the matter or assign it to another individual for resolution, as he or she deems appropriate.

Absent extraordinary circumstances, each matter must be addressed at whatever level the initial action occurred. If the matter is not resolved, the individual may raise it with the next person on the chain of command. This policy does not supersede any individual's right to contact Board members directly. However, whenever a matter is brought directly to the Board as a whole or to a Board member as an individual, it will be referred to the appropriate individual in the chain of command for study and resolution.

Date of Adoption: July 20, 2015
Revised on: August 14, 2017

ESTABLISHMENT OF HANDBOOKS

The Superintendent shall have the authority to establish staff and student handbooks. The handbooks shall define the duties of all special school officers and employees; define responsibilities, duties and policies concerning the relation of personnel to the administration, the community and the students; shall list the responsibilities of the administration to the staff together with staff welfare measures; and shall list general policies pertaining to students. Staff handbooks shall, when approved by the Board, have the effect of Board policy and control over any conflicting Board policy adopted prior to the staff handbook in the event of a direct conflict.

All staff shall be furnished or be provided access to a handbook at the beginning of each school year. Should a circumstance present itself that is not covered by the provisions of the staff handbook applicable to a specific employee, reference should be made to Board policy.

The school district's handbooks are intended to convey information and explain school regulations and procedures that are necessary for the school to run smoothly and efficiently. Although the board of education may act to approve the handbooks annually, the administration has the authority to change the contents of any handbook so long as the changes are consistent with board policy.

None of the district's handbooks creates a "contract" between the school district, staff members, parents or students. If any information contained in any handbook conflicts with board policy or state statute, the policy or statute will govern.

Date of Adoption: July 20, 2015
Revised on: July 16, 2018

USE OF SCHOOL LOGO AND FONT

The purpose of this policy is to provide information and guidelines to the District regarding the use of Boone Central School Districts logos and font. This policy applies to all staff, students, academic departments, ad hoc groups, alumni organizations, informal groups, parent and booster organizations, extracurricular teams and groups, and all student organizations.

The Boone Central School District brand is intended to present a positive image and should not be altered in any way. The brand is one of the school's most visible and valuable assets and it is expected that it be used with respect.

Use of Boone Central School Logo and Font

All students, staff, school departments, groups, teams, organizations, and patrons are granted permission to use the school logo and font based on the guidelines in this policy. Display of the Boone Central logo and font shall be authorized only for use at district facilities, on district owned vehicles, stationary, signs, uniforms, apparel, and other school-related property and materials. Permission to use the logo and font in any other manner shall be granted only by the superintendent.

The logo and font may not be used by an individual or a group not directly affiliated with the Boone Central School District.

All district associated teams, groups, and individuals in charge of designing and ordering official school materials and clothing are required to use the logo and font in its entirety and may not change or alter either in any way.

Use of Existing Boone Central School Logos

The continued reproduction of any prior Boone Central School logo is prohibited. All students, staff, school departments, teams, and school-related organizations are required to discontinue the reproduction of the existing logos and are expected to use the current logo or any of the board approved alternate logos. Starting with the 2018-19 school year all new school-related property and materials designed and ordered must use the current board approved logo and font in its entirety.

Prohibited Use of Logo

The District's logos are not to be used, and should not be perceived, in any way that discriminates or implies discrimination against any persons or groups based on age, ancestry, belief, color, creed, disability, origin, race, religion, sex, sexual orientation or veteran status.

The use of the District logos with the following types of products will not be approved:

- Products that could be used to injure or kill;
- Alcohol-related and tobacco-related products;
- Sexually suggestive products;
- Products that are unfavorable to the mission or image of the District

Date of Adoption: July 16, 2018

DISPLAY CASES AND RECOGNITION WALLS

Display cases shall be designated for specific academic achievement, sports, activities, and student organizations by the building administrators and/or the activities director.

Varsity head coaches and sponsors will coordinate with building administrators and activities director to display trophies, plaques and/or awards in the cases provided for their respective sport or activity.

When space limitations occur, the building administrators and activities director, in conjunction with head coach or activity sponsor, may remove trophies or awards using the following guidelines:

- Maintain State Championship and State Runner-up trophies, plaques, and awards.
- Remove oldest awards first in one-year increments.
- If an individual photo is removed, efforts will be made to give the photo to the individual or the family of the individual.
- If All-State or individual State Champion framed photos are removed, the student's name, position/event, and year of honor will be displayed in a designated location.
- Trophies or plaques removed from display cases will be photographed and electronically stored and displayed on the Boone Central District Kiosk located in the High School lobby.

Walls for Recognition of Accomplishments

Recognition of academic and activity accomplishments will be displayed based on criteria determined by building administrators and activities director. The criteria will be reviewed by the Board of Education on an annual basis. The criteria will outline recognitions for both academic achievement and activity achievements.

Electronic Archives

Organizations and activities are encouraged to keep photos, programs, newspaper clippings, certificates, and other memorabilia. When these are no longer being used by the current student membership, attempts will be made to store information digitally.

Class Composites

Individual senior pictures of Boone Central High School graduates will be made into a class composite and displayed in a prominent location in the high school during the current school year. Following graduation, the composite will be digitalized and displayed within the electronic archives on the kiosk.

Date of Adoption: July 16, 2018

SCHOOL SAFETY AND SECURITY

In order to fulfill its obligation to provide a safe and secure learning environment, the Board of Education has adopted this School Safety and Security Policy. Although the district will take reasonable steps to protect students and staff, no entity can provide complete safety and security at all times. This policy does not make the district a guarantor of the safety of students, staff or patrons.

General Safety and Security

- NDE Rubric - The District will meet at least the minimum requirement for each school safety and security standard indicator adopted by the Nebraska Department of Education.
- School Hours
 - During a crisis situation, the administration will maintain established school hours and proceed with all co-curricular activities as scheduled whenever possible.
 - If, during a crisis situation, the parent(s) or guardian of a student decides that the student needs to be absent, this absence will be excused.
- Access to School Facilities
 - The school's facilities may not be used for funeral or memorial services during the school day.
 - This policy does not discourage the presentation of traditional American Legion memorial services which promote patriotism.

Superintendent's Duties Related to Safety and Security

- Appointment of Crisis Team - The Superintendent shall appoint members to serve on the school district's crisis team. The superintendent may, but is not required, to include both internal and external representatives.
- Compliance with Fire and Safety Codes - The Superintendent will ensure that the school district meets all current fire and life safety codes or is in the process of coming into compliance.
- Annual Safety Audits - The Superintendent will arrange for the performance of annual safety audits using an external consultant utilizing the standardized audit protocol adopted by the Nebraska Department of Education.
- Mutual Aid Agreements - The Superintendent will enter into mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas when possible with appropriate local entities.

Building Principals' Duties Related to Safety and Security

- Positive and Safe Learning Environment.
 - Each building principal shall implement a school-wide behavior process to create a positive and safe learning environment.
 - Each building principal shall conduct training on and require enforcement of the district's anti-bullying and dating violence policies.
 - Each building principal shall ensure that staff complete the required suicide prevention training as required by board policy.
 - Each building principal shall require staff to engage in active supervision of students at all times

Visitor Protocol

Each building principal shall adopt a protocol for visitors to his/her school building to sign in upon arrival and departure and to be identified as a visitor while they are in the building during the school day. The protocol must also address visitors in specialized areas of the school such as playgrounds, gyms, cafeterias and the like.

This protocol may be written or unwritten but must be clearly communicated to and enforced by all staff.

The building principal will report individuals who repeatedly violate the visitor protocol to the superintendent for possible exclusion from school facilities pursuant to board policy.

Emergency Drills

- Each building principal must ensure that the following drills are conducted in his/her building:
 - Fire drills (evacuation): One fire drill conducted monthly with one additional drill being conducted during the first 30 days of school.
 - Tornado drills (shelter): One drill during the first two weeks of school and the second drill during the month of March.
 - Bus evacuation drills: Two drills during the school year involving all students and appropriate staff. Recommended that one drill occur during the first month of school.
- Each building principal must also conduct any non-required drills recommended by the crisis team.
- Each building principal shall conduct a performance review of each of the drills conducted pursuant to this policy. This review does not have to be in writing.

Date of Adoption: July 15, 2019

SAFETY COMMITTEE & RISK ASSESSMENT

Boone Central Schools is committed to providing and maintaining a safe and healthy work environment. The administration is to make the safety of employees an integral part of the management function. Each employee is to make safety an integral part of their duties by following established safety regulations and procedures, assisting in accident prevention activities by reporting any job-related injury to the administration immediately, reporting unsafe conditions immediately, and providing suggestions to eliminate accidents and injuries. Failure to follow safety rules may lead to disciplinary action up to and including termination.

Safety and health management is the ultimate responsibility of the Board. Functional authority for continued development and implementation of health and safety is hereby delegated to the Superintendent or the Superintendent's designee.

The Superintendent is designated as and shall serve as the primary liaison between emergency personnel and the District in the event of an incident. The Superintendent shall designate individuals within each building to serve as a liaison between emergency personnel and the District in the event of an incident. The Superintendent shall inform emergency personnel of the persons designated as liaisons.

The Superintendent shall ensure that emergency drills are conducted at least as often as required by law, including fire drills conducted at least once a month with one additional drill being conducted during the first 30 days of school, tornado drills conducted at least once during the first two weeks of school and at least once during the month of March, and bus evacuation drills conducted at least two times during the school year involving all students and appropriate staff.

The Superintendent shall ensure that, in the event of an emergency, the District has methods of communication to reach all internal and external stakeholders and that the District has a plan for public communication to gather, verify, coordinate, and disseminate information during an incident.

The Superintendent shall ensure that multi-hazard training is provided for specified employees in required areas to comply with local, state, and federal regulations, as well as non-required areas to improve safety within the District.

Safety Committee

A Safety Committee is hereby created. The Superintendent shall coordinate and maintain the Safety Committee. The Safety Committee will be made up of community stakeholders willing to serve on the Committee. The Board hopes that the following members of the community are willing to serve on the Safety Committee: parents, law enforcement and local first responder professionals, teachers, administrators, mental health professionals, custodians, school nurses, local emergency managers, IT managers, and school transportation personnel.

The Safety Committee shall meet at least annually to review safety standards and protocols. The Safety Committee may designate subcommittees to report to the Safety Committee.

The Safety Committee shall:

- Prepare and communicate with local authorities (e.g., fire, police, rescue, emergency management personnel) at least annually. Such communications shall include collaborations with local authorities to identify and address safety and security issues.
- Review, discuss, and practice guidelines for event and incident management.
 - Such guidelines shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.
- Review, discuss, and practice standard response protocols.
 - Practice procedures for emergency situations including lock downs, lock outs, evacuations and shelter.
 - Such procedures shall be reviewed and practiced by all employees, students and relevant stakeholders at least annually.
 - Such procedures shall include a plan to identify and document crisis communication procedures with the following stakeholder groups: emergency responders, employees, students, parents/guardians, media, and others as needed.
 - Such procedures shall also provide information to staff to empower staff to initiate protection actions, when appropriate.
- Take any reasonably necessary steps to ensure that the District is in compliance with all applicable fire and life safety codes.
- Take any reasonably necessary steps to ensure that the District has standardized and visible interior and exterior signage for emergency responders.

- Assist in the development and implementation of strategies and processes to assess observable, positive relationships between students and employees and students and other students.
- Assist in the development and implementation of strategies and processes to create a respectful, positive, and safe environment conducive to learning.
- Assist in the development and implementation of procedures to monitor school safety and security protocols for off-campus school sponsored events.
- Assist in the development and implementation of a student assistance process where problem solving can occur and intervention strategies are recommended and implemented.
- Assist in the development and implementation of safety and security procedures to monitor before and after-school activities, including other facility users.
- Assist in identifying mental health resources and use such resources when appropriate.
- Ensure that procedures are in place that require all District employees to participate annually in at least one hour of suicide prevention training.
- Ensure that all school buildings have designated multiple evacuation assembly locations for each building, and that staff and students within each building are aware of said locations.
- Review the District's bullying policy and student dating violence policy at least annually and recommend to the Board any proposed changes to the District's bullying policy and/or student dating violence policy.
- Assist in the development and implementation of a protocol for an annual inventory of all chemicals (e.g., classrooms, custodial, buildings, grounds), proper storage, and disposal of unused or outdated chemicals.
- Ensure that the District maintains immunization records for all students and uses the data for health and safety of students, when appropriate.
- Assist in conducting a District-wide safety and security self-assessment for each building.
- Conduct a safety audit on an annual basis.
- Review at least annually the District's policies and protocols on active supervision throughout school buildings and campus, and recommend any changes in policies or protocols to the Board.
- Review at least annually the District's policies and protocols on security and visitors (including visitors in specialized areas, such as pre kindergarten areas, playgrounds, science labs, and so forth) in school buildings, and recommend any changes in policies or protocols to the Board.
- Conduct a performance review of emergency drills and suggest any changes, when appropriate.

- For any safety and security procedures or protocols, review said procedures and protocols to ensure that such procedures and protocols accommodate individuals with special needs.
- Assist in the development and implementation of procedures supporting academic, physical, operational and psychological/emotional aspects of an incident, after an incident occurs.
 - Such procedures shall ensure that students and employees are supported and given an opportunity to address psychological and emotional health needs after an incident.
 - Such procedures shall also ensure that resource requests and management of the incident be conducted in a way that supports the psychological and emotional needs of students and staff after an incident.
 - The Committee shall explore mutual aid agreements to address the academic, physical, operational, psychological, and emotional recovery areas, and make any recommendations to the Board.
- Assist in the development and implementation of an effective written Injury Prevention Program for the District.
- Maintain documentation of compliance.

Date of Adoption:	July 20, 2015
Revised on:	August 14, 2017
Revised on:	February 11, 2019

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.

Definitions

- 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.
 - The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - A transient threat is an expression of anger or frustration that can be quickly or easily resolved.
 - 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.
- 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.

- 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.

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 reports 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.

Threat Assessment Team

The threat assessment team (team) shall consist of the Superintendent and building Principals. Additional team members may include the Special Education Director, Activities Director, or Technology Director. Not every team member needs to 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.

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.

Law Enforcement Investigation and Response

At any time, the team, or a member of the team, may immediately forward a report on to a law enforcement unit. Upon receipt of an initial report of any threat, the law enforcement unit will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern’s person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the unit determines to be reasonable and useful. The law enforcement unit must confer with at least one member of the school’s guidance counseling staff as part of the investigation.

At the conclusion of the investigation, the law enforcement unit will share its findings with the superintendent. Superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of the investigation to law enforcement and to the target(s) of any threatened acts. The superintendent 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 the investigation to the student’s individualized education plan team.

Communication with the Public and 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.

Date of Adoption:	July 15, 2019
Revised on:	July 20, 2020

STUDENT ARRESTS, INVESTIGATIONS, AND CONTACT WITH NON-SCHOOL OFFICIALS

The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands in loco parentis to the students.

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers, probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

"Parent" means the biological or adoptive mother or father, guardian, responsible relative, or any other person who has claimed legal or actual charge or control of the student pursuant to Nebraska law or Title 92 Nebraska Administrative Code Chapter 19.

Law enforcement officers are encouraged whenever possible to talk to a student away from the school before or after school hours so as to cause as little disruption as possible to the student's education.

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

School staff shall promptly notify the superintendent when a student is questioned, arrested, or removed from school grounds by law enforcement officers.

School Related Criminal Activity

This section applies to alleged or suspected criminal activity that occurs on school grounds; in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event.

Law enforcement officers will be allowed to contact and question students at school regarding school related criminal activity as provided below.

The building principal must be notified before a student may be questioned in school or taken from a classroom by law enforcement. The building principal should request identification of the officers, their affiliation with the identified law enforcement agency, and whether their purpose is to interview, interrogate, or take custody of the student.

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning solely to further school purposes or avoid duplication of the investigative process. The student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

If the student is suspected of criminal activity, it is the responsibility of the law enforcement officer to advise a student of his or her rights against self-incrimination.

The building principal shall document steps taken to notify parents, summarize the law enforcement activities, identify the actions taken by the District on behalf of the student, and any further contacts with law enforcement officer.

Non-School Related Criminal Activity

Law enforcement officials may not question students at school unless parental consent is obtained or the law enforcement authorities have a warrant or court order.

Taking a Student into Custody

Law enforcement officers seeking custody of a student must contact the superintendent or building principal. The principal will request the arresting law enforcement officer to provide a copy of the arrest warrant, written parental consent, court order, or other document giving authority to take the student into legal custody. If there is no document presented, the principal should obtain the officer's name, badge number identifying the law enforcement agency, date, time, the reason for the arrest, and the place to which the student is reportedly being taken. Whenever practicable, the arrest or release of the student should be conducted in a location and in a manner that minimizes observation by others.

When a law enforcement officer removes a student from the school, the building principal will take immediate steps to notify the parent about the student's removal and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse.

Child Abuse and Neglect

When law enforcement officers seek to investigate reports of alleged child neglect or abuse regarding a student, the building principal shall obtain a proper identification from the authorities or officials. If a student interview is conducted on school grounds, the building principal or designee and such other school personnel as appropriate shall observe the interview.

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because he or she is believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of Neb. Rev. Stat. § 79-294.

Student Records

Student records will be shared with law enforcement officers only as allowed by state and federal law.

RESTRAINT AND SECLUSION OF STUDENTS

Restraint and seclusion, as defined below, are behavioral interventions. The use of such behavioral interventions must be in accordance with this policy. The following interventions do not constitute seclusion and restraint, and are not governed by this policy: voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

Definitions

- **Physical restraint** refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.
- **Mechanical restraint** refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:
 - Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports
 - Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
 - Restraints for medical immobilization; or
 - Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.
- **Chemical restraint** refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.
- **Seclusion** refers to the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior

management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

Use of Restraint and Seclusion

The use of physical restraint and seclusion is permitted in a manner consistent with this policy as reasonably necessary where the student's behavior risks causing physical harm to self, others and property.

The use of chemical and mechanical restraint is strictly prohibited. The use of any seclusion or restraint intervention for punitive or disciplinary purposes is strictly prohibited. Similarly, the use of any technique that constitutes corporal punishment, which is the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Seclusion and/or restraint shall not be used for the convenience of staff or as a substitute for an educational program. When restraint or seclusion is used to respond to the danger of harm posed by a student's behavior, the intervention shall be discontinued as soon as the danger of harm has dissipated.

Procedures

No technique shall restrict a student's breathing, deprive a student of basic needs, or unnecessarily expose a student to physical pain or discomfort.

Seclusion shall not be used for students who are severely self-injurious or suicidal. When seclusion is utilized as permitted by this policy, the following procedures shall be followed:

- The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;
- The confining space shall be appropriately lighted, ventilated, and heated or cooled; and
- The confining space shall be free from objects that unreasonably expose the student or others to harm.

If a pattern of behavior emerges that requires or is anticipated to require the use of restraint and/or seclusion for the student, the appropriate educators and/or team members shall review what assessments, evaluations, supports, services, programs, or placements are appropriate in light of the student's needs and circumstances.

Recording and Reporting

Each incident of restraint or seclusion must be recorded and reported as required by the building administrators.

Training

All staff members shall be provided notice of this policy and will be trained on its contents. The Superintendent or his or her designee will identify school staff members likely to implement the restraint or seclusion interventions authorized by this policy and arrange for those individuals to receive appropriate training on the appropriate implementation of such interventions and the use of other behavioral supports and interventions.

Date of Adoption: July 20, 2015
Revised on: July 20, 2020

EMERGENCY CLOSINGS

School shall be held on the dates set forth on the official calendar and shall not be closed or dismissed except when superintendent or his or her designee determines that it is impossible or impracticable to hold school. When school is closed there will be no school-sponsored activities held without the permission of the superintendent or building administrator.

Date of Adoption: July 20, 2015

COMMUNICABLE DISEASE

The school district strives to provide a safe environment for both students and staff while safeguarding the rights of all students and employees, including those with communicable diseases.

Communicable Diseases.

Communicable diseases are defined by the Nebraska Department of Health and Human Services in Title 173 Nebraska Administrative Code Chapter 1 and include HIV/AIDS, Hepatitis (A, B, and E), Measles, Mumps, and Tuberculosis.

School Attendance and Participation in School Sponsored Activities.

A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSAA) events will be subject to its rules and procedures, if any.

Infection and Exposure Control Procedures/Universal Precautions.

The district will monitor the information available through the Federal Centers for Disease Control, the Nebraska Department of Health and Human Services, and the Occupational Safety and Health Administration.

This policy and any procedures, universal precautions, or exposure control plan will be modified, if appropriate, based upon the best new medical information provided by the above sources.

The superintendent will take appropriate measures if there is an epidemic or outbreak of a communicable disease which may include, but it's not limited to, the emergency exclusion or alternative placement of students or the closure of a school building or the entire school district.

Confidentiality.

The existence of an individual's communicable disease shall be treated as confidential and will be limited to school staff on a "need-to-know" basis. If it is necessary to inform a person of another's condition (due to exposure, for instance), the person will be notified of the confidentiality of that disclosure. In addition, any

communication about a student's communicable disease shall be consistent with that student's IEP or Section 504 Plan, if any.

Staff Training.

Staff will receive training regarding communicable diseases and the requirements of this policy and any adopted procedures as part of the training received under the Workplace Injury Prevention and Safety Committee policy.

Reporting.

School staff who learn that an individual has a communicable disease will report it to the proper authority as required by Title 173 Nebraska Administrative Code Chapter 1.

Date of Adoption:	July 20, 2015
Revised on:	July 16, 2018
Reviewed on:	March 9, 2020

EMERGENCY EXCLUSION

Grounds for Emergency Exclusion. Any student may be excluded from school in the following circumstances, subject to the procedural provisions governing short-term suspension found elsewhere in these policies or state law:

- If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
- If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

Any emergency exclusion shall be based upon a clear factual situation warranting it and shall last no longer than is necessary to avoid the dangers that prompted the exclusion.

Extension of Exclusion

Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent's designee determines that it is appropriate to consider the extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

Notification of Student's Parent(s) or Guardian(s)

The superintendent or the superintendent's designee shall notify the student's parent(s) or guardian(s) that the principal has proposed the extension of the exclusion. If the initial notice is oral, the superintendent shall confirm it in writing.

Opportunity to Request a Hearing

The student's parent(s) or guardian(s) may submit an oral request for a hearing on the proposed extension of the exclusion within two school days of receiving the initial notice. If the initial request for a hearing is oral, they shall confirm the request in writing.

Failure to Request a Hearing

If the parent(s) or guardian(s) do not request a hearing within two school days of receiving oral or written notice, the proposed extension of the exclusion shall automatically go into effect.

Appointment and Qualifications of a Hearing Examiner

If the parent(s) or guardian(s) request a hearing, the superintendent shall appoint a hearing examiner upon receiving a request for a hearing. The hearing examiner may be any person who did not bring charges against the student, is not to be a witness at the hearing, and has no involvement in the charge.

Hearing Examiner's Notice to Parent(s) or Guardian(s)

The hearing examiner shall promptly give written notice of the time, date and place of the hearing. The hearing will be held within five school days after the school district receives the initial oral or written request; provided, the hearing may be held more than five school days after receipt of the request upon a showing of good cause. No hearing will be held on less than two (2) school days' notice unless otherwise agreed to by the student's parent(s) or guardian(s) and school officials.

Continued Exclusion

If a hearing is requested, the principal may determine in his or her sole discretion that the student shall remain excluded from school until the hearing officer makes a recommendation to the superintendent.

Examination of Student's Records and Affidavits

Prior to the hearing, the student and his/her parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

Attendance at Hearing

The hearing may be attended by the hearing examiner, the principal (or designee), the student, and the student's parents or guardian(s). The student may be represented at this hearing by a representative of the family's choice.

Student's Witness(es)

The student and his/her parent(s) or guardian(s) may ask any person with knowledge of the events leading up to the sanction or with general knowledge of the student's character to testify on behalf of the student. If school personnel or other students are requested to testify by the student's parent(s) or guardian(s), the hearing officer shall endeavor to help obtain the presence of such witnesses at the hearing.

Right to Know Issues and Nature of Testimony

The student and his/her parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing

The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in his/her own defense and may be questioned on such testimony but may choose not to testify.

Sworn or Affirmed Testimony

The principal or his or her designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation and may be questioned.

Hearing Examiner's Report and Recommendations

The hearing examiner shall prepare a report of his or her findings and recommendations and forward the report to the superintendent.

Superintendent's Decision

The superintendent will review the hearing examiner's report and determine whether to extend the exclusion. He or she shall have the decision delivered or sent by registered or certified mail to the student, student's parent(s), or guardian(s). If the superintendent decides to extend the exclusion, the extension will take effect immediately.

Date of Adoption: July 20, 2015

LICE & NITS

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 lice or louse eggs, 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 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.

Date of Adoption: July 20, 2015
Revised on: July 16, 2018

PERSONNEL

PROFESSIONAL BOUNDARIES

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

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

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

- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

Appropriate exceptions are permitted to the foregoing for legitimate health or educational purposes and for reasons of family relationships between employees and their children who are students in the District.

Date of Adoption: July 20, 2015

STANDARDS OF ETHICAL & PROFESSIONAL PERFORMANCE

Both the State of Nebraska and the Board of Education recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education and expects all certificated employees to abide by these standards.

Certificated Personnel-Professional Performance and Code of Ethics

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. 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 engage, 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 as minimal standards for all educators 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 by 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:

- Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
- 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.
- Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
- Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- Shall not sexually harass students, parents or school patrons, employees, or board members.
- Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
- Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- Shall report to the Superintendent any known violation of these standards.
- Shall seek no reprisal against any individual who has reported a violation of these standards.

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:

- Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.

- Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- 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.
- Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- Shall not discipline students using corporal punishment.
- Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

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:

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

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

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

Date of Adoption: July 20, 2015

FAMILY MEDICAL LEAVE ACT

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

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

Substitution of accrued paid leaves for otherwise unpaid FMLA leaves may be required in the discretion of the Superintendent or the Superintendent's designee, or the Board. The employee may also have paid leave run concurrently with unpaid FMLA leave entitlement, provided the employee meets applicable requirements of the leave policy.

Employees shall be required to submit medical certifications to support a request for FMLA leave because of a serious health condition or a sick leave when such leave is for a duration in excess of five (5) successive days, and in such other cases as deemed appropriate by the Superintendent or the Board based on the nature of the illness or other circumstances surrounding the leave. Second and third medical opinions may, in the Superintendent or the Board's discretion, be required. Employees shall be required to report periodically, at such times as requested by the Superintendent or the Board, on their intent to return to work from FMLA leaves and other leaves. Employees shall be required to submit a fitness-for-duty certification from their health care provider as a condition of returning to work from a FMLA leave taken because of the employee's serious health condition, or from a sick leave taken by reason of the employee's illness, when such leave was of a duration in excess of five (5) successive days, and upon request of the Superintendent or the Board when such is deemed appropriate by the Superintendent or the Board based upon the nature of the illness or other circumstances surrounding the leave.

An "equivalent position" for FMLA restoration purposes shall, in the case of certificated employees, be any administrative, teaching, or instruction related position for which the employee is qualified by reason of endorsement, college preparation, or experience, or other indicia; in the case of coaching or other similar extracurricular duty assignments, be any extracurricular duty assignment, and in the case of other employees or positions, be in a position with or at equivalent pay, benefits, and working conditions, involving similar or related duties, as determined by the Superintendent or the Board.

Date of Adoption: July 20, 2015

CERTIFICATED STAFF

Certificated employees shall be recommended for hiring by the Superintendent with final approval by the Board of Education prior to hiring. Final approval must be made by a formal motion of the Board of Education. The final approval by the Board of Education should generally follow the recommendation of the Superintendent whenever possible, but such approval of the recommendation is not mandatory on the Board of Education.

All contracts for employment of a teacher or administrator to be effective must meet the following conditions:

- The contract must be in writing and contain such provisions as are required by law.
- The employed person must hold a valid teaching or administrative certificate at all times.
- The employed person must not be under contract with another district in this state.
- The contract must be approved by at least four (4) school Board members and signed by a designated member of the Board.

No member of the Board of Education may cast a vote in favor of the election of any teacher when such member of the Board is related to him or her or to the majority of the Board by blood or marriage.

Date of Adoption: July 20, 2015

AT-WILL EMPLOYEES

All non-certificated employees and non-certificated assignments shall be employed on an "at will" basis. Non-certificated employees shall have no property right in continued employment and need not be accorded a hearing or any other procedural or substantive due process, prior to termination of their employment.

Nothing in board policy, administrative regulations or practices, employee handbooks, or in any evaluation instrument or in the appraisal process or program for non-certificated employees shall be or is intended to create or be a contract or part of a contract with a non-certificated employee which shall in any way be construed to be contrary to the "at will" employment of non-certificated employees. No administrator or other employee of the school district has any authority to enter into any agreement of employment with a non-certificated employee for any specific period of time or to make any agreement contrary to an at-will employment relationship.

Date of Adoption: July 20, 2015

EMPLOYMENT TERMS FOR CLASSIFIED STAFF

The superintendent or designee shall hire classified staff to meet personnel needs consistent with the district's budget, instructional needs, and non-instructional operations. The superintendent or designee may, but is not required to, conduct a criminal background check on any classified staff applicant, provided that such check shall occur only after the school district has determined that the applicant meets the minimum employment qualifications. This policy shall not prevent the school district from requiring an applicant to disclose his or her criminal record or history relating to sexual or physical abuse prior to any minimum employment qualification determination.

The superintendent or designee shall discipline and discharge classified staff as appropriate.

Date of Adoption: July 20, 2015
Revised on: August 14, 2017
Revised on: July 16, 2018

HIRING & DISMISSAL OF CLASSIFIED STAFF

The Board of Education hereby delegates to the Superintendent the authority to hire, suspend and dismiss non-certificated employees (employees in positions that do not legally require a teacher or administrative certificate) on behalf of Boone Central Schools. Such authority shall be exercised in compliance with the policies of the Board of Education. The Board of Education reserves the authority to modify or reverse any such action taken by the Superintendent.

Dismissal of non-certificated employees shall be on an at-will basis, as such employees are subject to termination at any time without cause, without prior disciplinary action or progressive discipline, and irrespective of the lack of any evaluation or the irregularity in any evaluation process.

Date of Adoption: July 20, 2015

REDUCTION IN FORCE

Reductions-in-force of certificated staff members may be required due to decreasing enrollments, limited financial support, changing programs, or other changes in circumstances. If such changes occur and a reduction of certificated staff is necessary, the Superintendent (or his designee) shall recommend to the Board of Education those certificated employees to be reduced under the reduction-in-force provisions of the continuing contract laws; provided, however, that no permanent employee may be reduced through a reduction-in-force while a probationary employee is retained to perform a service in a position that the permanent employee is qualified by certification and endorsement to perform or where certification is not applicable, by reason of college credits in the teaching area.

Due to the often intimate, confidential, and unique personal working relationship necessary between the administration and the Board of Education, a certificated employee who is not currently serving in a predominantly administrative capacity shall have no rights under this policy to any administrative position within the school system.

The selection of personnel to be reduced shall be made with consideration given to the following: (1) programs to be offered, (2) areas of certification and endorsement, (3) state and federal regulations which may mandate certain employment practices, (4) special qualifications that may require specific training and/or experience, (5) contributions to activity programs, (6) qualifications based on past performance and competence as determined by the Principal and/or Superintendent through employee evaluation procedures, (7) the organizational and educational impact created by multiple part time certificated employees, and (8) any other reasons which can be rationally related to the instruction in or administration of the school system.

Employee evaluations (including frequency of evaluations, evaluation forms, and number and length of classroom observations, if applicable) used for purposes of this policy shall conform to the board policies and administrative rules, regulations, and practices (in effect at the time) related to the periodic evaluation of certificated staff members.

If, after consideration of the above, it is the opinion of the Superintendent that no significant difference exists between certificated employees being considered for reduction-in-force, then the employee with the longest uninterrupted service to the district shall be retained. Uninterrupted service time shall accrue the same for all certificated employees regardless of their full-time equivalency. Uninterrupted service time for employees employed less than a full school year shall accrue according to the number of contract days worked. Uninterrupted service time shall not accrue for certificated employees on leave of absence for more than forty (40) days.

Any certificated employee whose contract is terminated because of reduction-in-force shall be considered to have been dismissed with honor and shall, upon request, be provided a letter to that effect. Such employee shall have preferred rights to re-employment for a period of twenty-four months commencing at the end of the contract year and the employee shall be recalled on the basis of length of uninterrupted service to the school to any position for which he or she is qualified by endorsement or college preparation to teach. The employee shall, upon reappointment, retain any benefits which had accrued to said employee prior to the reduction, but such leave of absence shall not be considered as a year of employment by the district. An employee under contract to another educational institution may waive recall but such waiver shall not deprive the employee of his or her right to subsequent recall.

It shall be the responsibility of such certificated employee to file (with the Superintendent of Schools) a copy of said employee's teaching certificate (including endorsements) upon initial employment with the district. On or before March 15th of each year thereafter (for so long as the employee is employed in the school system or has rights of recall) evidence of any changes in said employee's certification or endorsements which have occurred (since March 15th of the previous year) or are pending shall be filed with the Superintendent of Schools.

Any certificated employee whose employment contract is reduced as a result of reductions-in-force shall (during his/her period of recall) report his/her current address to the Superintendent of Schools and shall inform said Superintendent of any changes of address thereafter. If a vacancy in the system occurs for which said employee has rights of recall, the offer of such employment may be sent by said Superintendent to said employee's last known address. If no acceptance of such an offer is received from said employee within fourteen days of mailing and the Superintendent has no personal knowledge of the whereabouts of said employee (other than said last known address), the employee shall be deemed to have waived his/her rights to recall to said employment position.

Anything in this policy to the contrary notwithstanding, this policy shall specifically permit and allow reductions in force to occur which deal with total elimination or termination or amendment of contracts or positions, which deal with reductions in force from full-time to part-time, which deal with reductions in force from part-time to a lesser part-time, or which deal with any other reductions in force which result in the termination or amendment of a certificated employee's contract or employment position.

Date of Adoption: July 20, 2015

STANDARDS FOR TRANSPORTATION DRIVERS

Standard for Pupil Transportation Vehicle Drivers

Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit. One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- Motor vehicle homicide;

- Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or
- Reckless driving or willful reckless, within the immediate prior 20 years; or
- Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Small Vehicles for Activity Trips

Each person who drives a small vehicle (car or van) other than a pupil transportation vehicle for school activities and who is not required to have a permit to operate a pupil transportation vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- Motor vehicle homicide;
- Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- Reckless driving or willful reckless, within the immediate prior 20 years; or
- Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Standard for Drivers of Other School Vehicles

Each person who drives a school vehicle other than a pupil transportation vehicle and does not transport students in the vehicle shall be precluded from driving in the event it is discovered that the person does not have a record of satisfactory driving. In the event the person's employment position requires driving vehicles as a function of the person's employment, the employment may be terminated in the absence of a record of satisfactory driving. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

- Motor vehicle homicide;
- Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 20 years; or,
- Reckless driving or willful reckless, within the immediate prior 10 years; or

- Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

The record of satisfactory driving standards shall apply to all new employees from and after adoption of this policy. Existing employees shall be subject to the same standards, provided that the Superintendent or Superintendent's designee may determine to permit an exception based on the existing employee's record of satisfactory driving while employed with the District and the nature and proximity of prior driving offenses as such offenses relate to safe transportation.

Date of Adoption: July 20, 2015
Reviewed on: January 8, 2017

DRUG AND ALCOHOL POLICY REGARDING DRIVERS

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 ensure a drug-free and alcohol-free transportation environment, and to reduce accidents, injuries and fatalities.

Designated Contact

The school district has designated Danielle Frewing, Occupational Health Services, as the individual any driver may contact with questions about this policy for 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.

Danielle Frewing, Occupational Health Services, Columbus Community Hospital may be contacted at:

3005 19th Street, Suite 300
Columbus, NE 68601
p. 402.562.4483
f. 402.562.3267
dafrewing@columbushosp.org

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 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.

Date of Adoption: July 20, 2020

CLASSIFIED STAFF – DESCRIPTION OF BENEFITS

Health and Dental Insurance Benefit:

Employees shall be offered health and dental insurance for which the employee is qualified under the School District's group health and dental insurance plan in effect at the time of employment.

- Employees working 40 hours per week with a 12-month agreement shall be offered full family health and single dental insurance in accordance with the current Negotiated Agreement.
- Employees with a less than 12-month agreement scheduled to work an average of 30 hours or more per week will be offered individual high-deductible health insurance and individual dental insurance. The School District will pay the cost of the High Deductible Health Insurance plan (HDHP) and Dental Insurance less the current "poverty level" (poverty level x 10 months = employee share of insurance). The employee will be responsible for paying their share of the insurance on a monthly basis over a 10 month employment period. (September through June). The employee may choose the Preferred Provider Option (PPO)/HDHP for which they are eligible but would be responsible for the difference in premium cost plus their share of the insurance cost determined by poverty level.
- Employees who are scheduled to work less than 30 hours per week are not eligible to receive health and dental insurance benefits. *Look-Back Measurement Period will be reviewed annually for eligibility.

Long Term Disability Insurance Benefit:

LTD will be paid by the district for employees working more than 600 hours per year to commence after 60 consecutive days of loss of time due to sickness or injury.

Workman's Compensation:

Employee will receive coverage for any work-related accident or injury claimed that occurs while on the job.

Retirement:

Employees averaging 20 hours per week or more are required to contribute to the Nebraska Public Employees Retirement System. Each employee must contribute 9.78% of salary to the fund. In addition, the School District will contribute 9.8778% for the employee. Percentage rates are determined by state statute and may change.

Provisions (if Applicable):

- Rate of Pay: All classified staff shall be paid an hourly rate. Classified employees who work more than 40 hours in a workweek shall receive either: (1) overtime payment at 1½ times their regular hourly rate for each hour over 40 worked, (2) compensatory time if agreed, or (3) overtime based on the method contained in their individual employment agreement as long as it is consistent with state and federal law.
- Physical Examination: Any non-certified school employees who are required to do so by law must have a yearly physical examination. Required physical exams will be paid for by the district and a written notice given to the superintendent as required by law. The physical from a doctor may be specified by the board on a proper form to be provided by the superintendent. If the employee wishes to go to a health clinic other than the one specified by the board, expenses associated with the examination will only be reimbursed up to the current rate charged by the health clinic specified by the board.
- ***Compensatory time will be capped at 120 hours.

*The employment terms outlined below apply to regularly scheduled staff members only. Terms do not apply to substitute or temporary employees. Regularly scheduled staff members are individuals whose hours are scheduled on a consistent weekly basis.

Paraeducators:

Term: Employment is based on the school year term on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: Basic workday shall be approximately 7:50 a.m. to 3:30 p.m. Hours will be determined by the Superintendent or designee. All employees are required to clock in daily and to take a half (1/2) hour unpaid lunch. Overtime hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Sick Leave: An employee shall receive 10 paid sick days per the term stated in the Classified Employee Agreement. An employee may carry forward any accrued, unused sick days up to 30 with continued employment. In no event shall the employee receive additional days beyond the 30-day accrual maximum. Sick days may be used for immediate family members (spouse, children, parents). Employees who work less than full-time equivalency will receive prorated sick leave.

Bereavement Leave: Employee shall receive paid bereavement leave for family members including spouse, child, parent, grandparent, grandchild, sibling, or family members standing in the same relation to the employee's spouse (in-laws). An employee shall receive 1 day of paid bereavement leave in the event of the death of a person who is not a family member as stated above. The combination of family and non-family bereavement leave may not exceed 15 days within the work agreement year.

Up to a maximum of 15 accumulated, unused sick leave days may be used in any contract year for bereavement leave in the event of death of an immediate family member or corresponding in-law. Staff may use up to two days of the 15 days of bereavement leave in the event of death of someone other than immediate family or corresponding in-laws. Requests for bereavement leave must be submitted and communicated to the appropriate building principal prior to leave being approved.

Vacation Leave: None

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Kitchen Staff:

Term: Employment is based on the school year term on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: Basic workday shall be approximately 6:00 a.m. to 2:30 p.m. Hours will be determined by the Food Service Director, Superintendent, or designee. All employees are required to clock in daily. Overtime hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Sick Leave: An employee shall receive 10 paid sick days per the term stated in the Classified Employee Agreement. An employee may carry forward any accrued, unused sick days up to 30 with continued employment. In no event shall the employee receive additional days beyond the 30-day accrual maximum. Sick days may be used for immediate family members (spouse, children, parents). Employees who work less than full-time equivalency will receive prorated sick leave.

Bereavement Leave: Employee shall receive paid bereavement leave for family members including spouse, child, parent, grandparent, grandchild, sibling, or family members standing in the same relation to the employee's spouse (in-laws). An employee shall receive 1 day of paid bereavement leave in the event of the death of a person who is not a family member as stated above. The combination of family and non-family bereavement leave may not exceed 15 days within the work agreement year.

Vacation Leave: None

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

*Food Service Manager Paid Holidays: Full-time (scheduled to work 40 hours per week), 10-month employees shall receive the following paid holidays occurring during the 10-month work agreement – Labor Day,

Thanksgiving, Christmas, New Year’s Day, Good Friday, and Memorial Day. Holiday pay will be based on the employee’s average day, but under no condition will the employee be paid for more than an 8-hour day.

Custodial Staff:

Term: Employment is based on a 12-month term on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: Workday times will vary for each custodial staff member. Custodial staff members will be allowed up to 9 hours of work each day during the school year and 8 hours during the summer. Hours will be determined by the Superintendent or designee. All employees are required to clock in daily and to take a half (1/2) hour unpaid lunch. Overtime hours must be approved in advance by the Superintendent and only those hours authorized will be considered for payment.

Sick Leave: An employee shall receive 10 paid sick days per the term stated in the Classified Employee Agreement. An employee may carry forward any accrued, unused sick days up to 30 with continued employment. In no event shall the employee receive additional days beyond the 30-day accrual maximum. Sick days may be used for immediate family members (spouse, children, parents). Employees who work less than full-time equivalency will receive prorated sick leave.

Bereavement Leave: Employee shall receive paid bereavement leave for family members including spouse, child, parent, grandparent, grandchild, sibling, or family members standing in the same relation to the employee’s spouse (in-laws). An employee shall receive 1 day of paid bereavement leave in the event of the death of a person who is not a family member as stated above. The combination of family and non-family bereavement leave may not exceed 15 days within the work agreement year.

Vacation Leave: Full-time personnel who work on a 12-month basis shall receive vacation leave based on continuous years of service. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12-month period and who is scheduled to work 2,080 hours or more per leave year. The vacation leave year is August 1st through July 31st. In no event shall an employee receive additional hours beyond the applicable 120-hour accrual cap.

Vacation leave shall be accrued monthly and calculated from the date of hire as follows:

1st year of employment	40 hours paid vacation	3.33 hours/month	Employee may carry forward any accrued vacation hours.
Start of 2nd year of employment through 19th year of employment	Up to 80 hours paid vacation	Up to 6.67 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.
Start of 20th year and beyond	Up to 120 hours paid vacation	Up to 10 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.

If an employee leaves the district and is later re-hired, the prior employment is not considered for determining years of continuous employment.

Upon termination of employment by either party, the employee shall be compensated at the hourly rate for unused, accrued vacation leave.

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Paid Holidays: Full-time (scheduled to work 40 hours per week), 12-month employees shall receive the following paid holidays occurring during the 12-month work agreement – Labor Day, Thanksgiving, Christmas, New Year’s Day, Good Friday, Memorial Day, and Fourth of July. Holiday pay will be based on the employee’s average day, but under no condition will the employee be paid for more than an 8-hour day.

Full-time (scheduled to work 40 hours per week), 10-month employees shall receive the following paid holidays occurring during the 10-month work agreement – Labor Day, Thanksgiving, Christmas, New Year’s Day, Good Friday, and Memorial Day. Holiday pay will be based on the employee’s average day, but under no condition will the employee be paid for more than an 8-hour day.

Technology Coordinator:

Term: Employment is based on a 12-month term on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: The basic workday will be from 7:30 a.m. to 4:00 p.m. Hours will be determined by the Superintendent or designee. All employees are required to clock in daily and to take a half (1/2) hour unpaid lunch. Overtime hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Sick Leave: An employee shall receive 10 paid sick days per the term stated in the Classified Employee Agreement. An employee may carry forward any accrued, unused sick days up to 30 with continued employment. In no event shall the employee receive additional days beyond the 30-day accrual maximum. Sick days may be used for immediate family members (spouse, children, parents). Employees who work less than full-time equivalency will receive prorated sick leave.

Bereavement Leave: Employee shall receive paid bereavement leave for family members including spouse, child, parent, grandparent, grandchild, sibling, or family members standing in the same relation to the employee’s spouse (in-laws). An employee shall receive 1 day of paid bereavement leave in the event of the death of a person who is not a family member as stated above. The combination of family and non-family bereavement leave may not exceed 15 days within the work agreement year.

Vacation Leave: Full-time personnel who work on a 12-month basis shall receive vacation leave based on continuous years of service. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12-month period and who is scheduled to work 2,080 hours or more per leave year. The vacation leave year is August 1st through July 31st. In no event shall an employee receive additional hours beyond the applicable 120-hour accrual cap.

Vacation leave shall be accrued monthly and calculated from the date of hire as follows:

1st year of employment	40 hours paid vacation	3.33 hours/month	Employee may carry forward any accrued vacation hours.
Start of 2nd year of employment through 19th year of employment	Up to 80 hours paid vacation	Up to 6.67 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.
Start of 20th year and beyond	Up to 120 hours paid vacation	Up to 10 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.

If an employee leaves the district and is later re-hired, the prior employment is not considered for determining years of continuous employment.

Upon termination of employment by either party, the employee shall be compensated at the hourly rate for unused, accrued vacation leave.

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Paid Holidays: Full-time employees shall receive the following paid holidays occurring during the 12-month work agreement: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day, and Fourth of July. Holiday pay will be based on the employee's average day, but under no condition will the employee be paid for more than an 8-hour day.

Office Staff:

Term: Employment term will vary dependent on specific position. Office staff positions are paid on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: Basic workday will be from 7:30 a.m. to 4:00 p.m. Hours will be determined by the Superintendent or designee. All employees are required to clock in daily and to take a half (1/2) hour unpaid lunch. Overtime hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Sick Leave: An employee shall receive 10 paid sick days per the term stated in the Classified Employee Agreement. An employee may carry forward any accrued, unused sick days up to 30 with continued employment. In no event shall the employee receive additional days beyond the 30-day accrual maximum. Sick days may be used for immediate family members (spouse, children, parents). Employees who work less than full-time equivalency will receive prorated sick leave.

Bereavement Leave: Employee shall receive paid bereavement leave for family members including spouse, child, parent, grandparent, grandchild, sibling, or family members standing in the same relation to the employee's spouse (in-laws). An employee shall receive 1 day of paid bereavement leave in the event of the death of a person who is not a family member as stated above. The combination of family and non-family bereavement leave may not exceed 15 days within the work agreement year.

Vacation Leave: Full-time personnel who work on a 12-month basis shall receive vacation leave based on continuous years of service. For purposes of eligibility for vacation, a 12-month employee is an individual whose duties are performed over a 12-month period and who is scheduled to work 2,080 hours or more per leave year. The vacation leave year is August 1st through July 31st. In no event shall an employee receive additional hours beyond the applicable 120-hour accrual cap.

Vacation leave shall be accrued monthly and calculated from the date of hire as follows:

1st year of employment	40 hours paid vacation	3.33 hours/month	Employee may carry forward any accrued vacation hours.
Start of 2nd year of employment through 19th year of employment	Up to 80 hours paid vacation	Up to 6.67 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.
Start of 20th year and beyond	Up to 120 hours paid vacation	Up to 10 hours/month	Employee may carry forward any accrued vacation hours and shall receive up to 120 additional hours each year not to exceed the maximum accumulation cap of 120 hours.

If an employee leaves the district and is later re-hired, the prior employment is not considered for determining years of continuous employment.

Upon termination of employment by either party, the employee shall be compensated at the hourly rate for unused, accrued vacation leave.

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Paid Holidays: Full-time (scheduled to work 40 hours per week), 12-month employees shall receive the following paid holidays occurring during the 12-month work agreement: Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, Memorial Day, and Fourth of July. Holiday pay will be based on the employee's average day, but under no condition will the employee be paid for more than an 8-hour day.

Full-time (scheduled to work 40 hours per week), 10-month employees shall receive the following paid holidays occurring during the 10-month work agreement – Labor Day, Thanksgiving, Christmas, New Year's Day, Good Friday, and Memorial Day. Holiday pay will be based on the employee's average day, but under no condition will the employee be paid for more than an 8-hour day.

Bus/Transportations Drivers:

Hours: Basic workday will vary depending on route and/or activity. Hours will be determined by the Superintendent or designee. All employees are required to track their daily hours. Overtime hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Semester Pay: This additional pay covers setting up routes, time spent visiting with parents, drug & driving tests, physicals, etc. It is payable upon completion of each semester.

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Before and After School Program Staff (Cardinal Kids Club):

Term: Employment term will vary dependent on specific before and/or afterschool program position. CKC staff positions are paid on an hourly basis, as needed. Workweek shall begin at 12:01 a.m. on Monday and end at midnight on the following Sunday.

Hours: Basic workday hours will vary per position:

- Director (Position covered by one staff member) – The basic workday will be from 7:15 a.m. to 8:45 a.m. on Wednesday mornings and from 1:00 p.m. to 6:00 p.m. each afternoon that CKC is in session, not to exceed 27.5 hours per week. Hours will be determined by the Superintendent or designee. Employees are required to clock in daily. Additional hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

*Director:

- Program Director- The basic workday will range in hours between the times of 7:15 a.m. to 8:45 a.m. on Wednesday mornings and 1:00 p.m. to 6:00 p.m. each afternoon that CKC is in session, not to exceed 20 hours per week. Hours will be determined by the Superintendent or designee. Employees are required to clock in daily. Additional hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.
- Site Director - Basic workday hours will be set by the Program Director ranging in hours between the times of 7:15 a.m. to 8:45 a.m. on Wednesday mornings and 3:00 p.m. to 6:00 p.m. each afternoon that CKC is in session, not to exceed 15 hours per week. Additional hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.
- Assistant Staff-Basic workday will range in hours between the times of 7:30 a.m. to 8:30 a.m. on Wednesday mornings and 3:30 p.m. to 6:00 p.m. each afternoon that CKC is in session, not to exceed 10 hours per week per assistant staff member. The hours and number of assistant staff members will be determined by the Program Director according to CKC program needs. Employees are required to clock

in daily. Additional hours must be approved in advance by the Superintendent, and only those hours authorized will be considered for payment.

Sick Leave: None

Bereavement Leave: None

Vacation Leave: None

Payment Terms: Employee paychecks are issued via direct deposit into an account chosen by each individual employee. Payments will be issued on the 20th of each month covering the hours and days worked through the end of the previous month. If the 20th falls on a weekend or a holiday, the payment will be issued on the last banking day prior to the 20th. Paystubs will be sent to all employees via email. The date listed on the paystub indicates the date of deposit.

Date of Adoption:	July 20, 2015
Revised on:	August 14, 2017
Revised on:	March 9, 2020
Revised on:	August 4, 2020

EVALUATION OF TEACHERS

These evaluation procedures are applicable to certificated staff (teachers). Administrators are not covered by this evaluation policy.

Communication of Evaluation Process

Annual written communication of the evaluation process to those being evaluated shall be made by distributing a copy of the evaluation instrument to the certificated staff at the beginning of each school year.

Duration and frequency of observations and written evaluations

The duration and frequency of observations and written evaluations for probationary and permanent (tenured) teachers are to be as follows:

Probationary Teachers

Formal observations of probationary teachers shall be based upon actual classroom observations for an entire instructional period.

Probationary teachers shall be formally observed and evaluated at least once each semester.

The responsible evaluator is expected to complete the second semester evaluations of probationary teachers prior to April 15 of each year.

Permanent Teachers

Formal observations and evaluations of permanent teachers are to be based upon actual classroom observations for an entire instructional period.

Permanent teachers are to be formally observed and evaluated once every year.

Teachers' Responsibility

Teachers are expected to inform the responsible evaluator of instructional periods that would be conducive to an evaluation and to make themselves readily available for evaluations. In the event that the responsible evaluator has not initiated the evaluation process nearing the time within which an evaluation is required to be completed, the teacher has the responsibility to notify the responsible evaluator so that the evaluation can be completed when due.

Failure to Complete Evaluations

For permanent teachers, a failure to complete evaluations with the designated duration and frequency shall not give the permanent teacher rights but is to be considered in evaluating the responsible evaluator's performance.

Informal Observations and Evaluations

Informal observations and evaluations may be conducted as the administration determines to be appropriate.

Additional Observations and Evaluations

The duration and frequency of observations and written evaluations are specified as a minimum. Observations and evaluations of greater frequency or number than required may be conducted and made at the request of the teacher or at the discretion of the evaluator.

Evaluation Criteria

Teachers shall be evaluated based upon the following district-defined evaluation criteria:

- Instruction, which includes:
 - Instructional Process
 - Instructional Climate, which includes Classroom Organization and Management
 - Professionalism, which includes:
 - Professional Conduct
 - Personal Conduct
- Improvement, which includes:
 - Teaching Improvement
 - School Improvement

The descriptors set forth in the evaluation instrument approved by the board of education set forth the specific district-defined criterion within each of the foregoing criteria areas.

In preparing summative evaluations, evaluators are to consider not only the formal observations conducted but also informal observations and other relevant information concerning the performance of the teacher in each of the evaluation criteria.

Communication of Deficiencies

The evaluation process shall include written communication and documentation to the evaluated teacher specifying all noted deficiencies, specific means for the correction of the noted deficiencies, and an adequate timeline for implementing the concrete suggestions for improvement.

As professionals, teachers may be assigned responsibility to provide suggestions for improvement plans or job growth strategies and shall have the duty of complying with such requests. Further, in the event improvement plans or other similar performance measures are implemented, teachers shall have the duty to comply with such plans. Teachers are expected to be cooperative, professional, and to exhibit a willingness to improve performance and to accept the constructive criticism and suggestions of the evaluator.

Teacher Responses to Evaluations

Teachers shall be provided seven calendar days from the receipt of an evaluation in which to give a written response to the evaluation.

Plans for Training Evaluators

All evaluators shall possess a valid Nebraska Administrator's Certificate and be trained to use the evaluation system used in the District. Training sessions in the use of the District's teacher evaluation system will be provided by the Superintendent or designee to all evaluators prior to their participation in teacher evaluations. Refresher training is to be conducted as the Superintendent determines is needed.

Date of Adoption: July 20, 2015

JOB REFERENCES TO PROSPECTIVE EMPLOYERS

All requests for employment-related references or employment history by prospective employers of current or former employees must be referred to a member of the administrative team. The administrator will either provide a reference in compliance with this policy or will forward the request to the superintendent.

If the school district is subject to a written separation agreement regarding a particular employee, the terms of that agreement will govern the district's response to requests for information, regardless of any written consent provided to the school district.

If the school district is not bound by a separation agreement and receives a legally enforceable written consent to release information, the district may provide the information authorized by that document. The school district may provide additional truthful information to prospective employers of current and former employees in accordance with this policy.

Employees Suspected of Sexual Misconduct Against a Minor or Student

Apart from the routine transmission of administrative and personnel files or unless otherwise permitted by law, the district and any employee, contractor, or agent of the school district is prohibited from providing any employee any assistance in obtaining a new job if the school district or the individual acting for the school district has probable cause to believe said employee has engaged in sexual misconduct with a student or minor in violation of the law.

Date of Adoption: July 15, 2019

POLITICAL ACTIVITY

The Board requires that staff members who desire to seek public office or to engage in other political activity likely to interfere with their normal work requirements seek prior Board approval.

In order to guard against placing students or staff members under undue pressure to adopt particular positions on political issues, the Board directs that employees avoid using their positions or their access to school materials or facilities for solicitation, promotion, recruiting, or to otherwise work for the election or defeat of any candidate for public office or to influence the outcome of an election or a decision by a governing body on a political issue. Specifically, employees are restricted from the use of the following for such purposes.

- Their position, whether as an instructor or as a leader or supervisor of other employees;
- Classrooms, buildings or facilities;
- Students; or
- School equipment, materials, or mailing systems.

These restrictions do not apply to employees who are engaged in authorized lobbying activities on behalf of the district. The restrictions also do not apply to the distribution of employee association correspondence or newsletters in the normal course of association business, even though those communication media may contain information concerning adopted positions of the association on political issues.

Date of Adoption: July 20, 2015

OUTSIDE EMPLOYMENT

- (1) An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment-related business activities during assigned duty hours.
- (2) Tutoring
 - a. Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day.
 - b. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher.
 - c. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or designee.

- (3) Employees shall attend to personal matters outside their assigned duty hours with the district whenever possible.
- (4) Employees may conduct business on behalf of the district during assigned duty hours, but at times that do not disrupt or interfere with teaching responsibilities or student activities.
- (5) Employees shall not misrepresent, either expressly or by implication, that any activity, solicitation, or other endeavor is sponsored, sanctioned, or endorsed by the district.
- (6) In any written or verbal presentation by an employee that might be perceived as being sanctioned, sponsored, or endorsed by the district, other than district-related instruction or presentation to district students or personnel, the employee shall communicate to the audience or recipients that the views expressed are those of the employee and not necessarily those of the district or board.
- (7) Sale of goods or services by employees.
 - a. Employees shall not sell, solicit, or promote the sale of goods or services to students.
 - b. Employees shall not sell, solicit, or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as an attempt to influence any sale.
 - c. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s).
 - d. Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.
- (8) No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.
- (9) All written or artistic works, instructional materials, inventions, procedures, ideas, innovations, systems, programs, or other work product created or developed by any employee in the course and scope of performance of his or her employment duties on behalf of the district, whether published or not, shall be the exclusive property of the district; and the district has the sole right to sell, license, assign, or transfer any and all right, title, or interest in and to such property.

Date of Adoption: July 20, 2015

COPYRIGHT COMPLIANCE

Restrictions on Use and Permission. Copyrighted works such as print, audio, video, software, applications, and other documents or media (“works”) may be reproduced or used for educational purposes only when the use of the reproduction is a fair use in compliance with state and federal copyright law or when the written permission or license for such use has been obtained from the copyright holder. A staff member who wishes to use any non-original work must obtain the prior written permission of the building principal. Unless the district has obtained a license for use of a work for its intended educational purpose, no principal shall grant permission for a requested use of a copyrighted work unless the principal has reasonable grounds to believe that it is a fair use under applicable copyright law. Only works requested to be used in the course and scope of employment with the district will be permitted.

Distribution of Copyright Compliance Materials

The district will make information available to staff and students which describes and promotes compliance with copyright laws.

Course Materials Subject to Copyright Protection

The purpose of this provision is to provide notice to all staff, students, and parents that course materials may be subject to copyright protection. No class materials may be used or copied for use outside of the class session or sessions in which the materials are used for educational purposes unless authorized or required by law. No student or staff member may take audio or video recording of any class in which copyrighted materials are used unless authorized or required by law or an applicable educational plan provided under state and federal disability laws. Any such recordings will be kept only as long as required to fulfill the purpose of the recording, such as for evaluative purposes, or the applicable retention period required by law.

Copies for Individuals with Disabilities

This policy does not restrict district staff members from reproducing or distributing copies of copyrighted works in a specialized format for use by individuals with disabilities to gain access to the work.

Removal of Unauthorized Copyrighted Works

Upon obtaining knowledge or awareness of an unauthorized use of copyrighted works, the district will take reasonable steps to remove, deny access to, and stop use of any unauthorized copyrighted work stored in the district’s paper or digital files or programs. This includes but is not limited to administrators accessing staff files and equipment for the purpose of physically removing curricular materials or directing staff members to cease using the materials immediately when there has been no license granted or fair use determination made. The superintendent or superintendent’s designee may limit or deny access to district materials and programs to students or staff members who engage in violations of this policy or copyright law. The district may require the student or staff member to obtain training on copyright protections and limitations in order to regain access to any such materials or programs.

Violations by Students and Staff

Any staff member who violates this policy will face disciplinary action up to and including the cancellation, nonrenewal, or termination of the employee’s employment. Any student who violates this policy may face disciplinary action up to and including expulsion. Individuals who subject the school district to financial penalty for copyright violations may be required to reimburse the district for its costs for such violation.

SUICIDE PREVENTION TRAINING

The following employees are required to complete at least one hour of suicide awareness and prevention training every year:

- 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 provided by the Nebraska Department of Education each school year or within 60 days of their initial employment. Failure to complete this training shall constitute just cause for the termination or nonrenewal of an employee's contract.

Date of Adoption: October 8, 2018

STAFF INTERNET AND COMPUTER USE

Internet access 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 following procedures and guidelines are intended to ensure appropriate use of the Internet at the school by the district's faculty and staff. Staff should also refer to the district's policy on Staff and District Social Media Use.

Staff Expectations in Use of the Internet

A. Acceptable Use While on Duty or on School Property

- a. Staff shall be restricted to use the Internet to conduct research for instructional purposes.
- b. Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents, and patrons.
- c. Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.

- d. Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

B. Unacceptable Use While on Duty or on School Property

- a. Staff shall not access obscene or pornographic material.
- b. Staff shall not engage in any illegal activities on school computers, including the downloading and reproduction of copyrighted materials.
- c. Staff shall not use school computers or district internet access to use peer-to-peer sharing systems such as BitTorrent, or participate in any activity which interferes with the staff member's ability to perform their assigned duties.
- d. The only political advocacy allowed by staff on school computers or district internet access is that which is permitted by the Political Accountability and Disclosure Act and complies with district policy.
- e. Staff shall not share their passwords with anyone, including students, volunteers, or fellow employees.

C. School Affiliated Websites

- a. Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated web page which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.
- b. Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.
- c. Publication of student work or personality-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

D. Enforcement

E. Methods of Enforcement

- a. The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.
 - i. The district uses a technology protection measure that blocks access to some sites that are not in accordance with the district’s policy. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum-related pages.
 - ii. Due to the nature of technology, the filter may sometimes block pages that are appropriate for staff research. The system administrator may override the technology protection measures that blocks or filters Internet access for staff access to a site with legitimate educational value that is wrongly blocked.
 - iii. The district will monitor staff use of the Internet by monitoring Internet use history to ensure enforcement of this policy.

- b. Any violation of school policy and rules may result in that staff member facing:
 - i. Discharge from employment or such other discipline as the administration and/or the board deem appropriate;
 - ii. The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member;
 - iii. When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

F. Off-Duty Personal Use

- a. School employees may use the internet, school computers, and other school technology while not on duty for personal use as long as such use is (1) consistent with other district policies, (2) consistent with the provisions of Title 92, Nebraska Administrative Code, Chapter 27 (Nebraska Department of Education “Rule 27”), and (3) is reported as compensation in accordance with the Internal Revenue Code of 1986, as amended, and taxes, if any, are paid. All of the provisions of Rule 27 will apply to non-certificated staff for the purposes of this policy. In addition, employees may not use the school’s internet, computers, or other technology to access obscene or pornographic material, sext, or engage in any illegal activities.

Date of Adoption: June 11, 2018

TECHNOLOGY IN THE CLASSROOM

The district desires to use technology in a way that aides in the education of students. New devices and applications offer a number of helpful tools that can improve the student experience and increase learning. Many of these devices and applications also create concerns about student privacy. It is the goal of the district

to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

Devices

Non-district issued electronic devices may be provided by teachers for use in their classroom, so long as the use of such devices is supervised by a staff member and subject to the conditions set forth below.

Teachers who wish to bring a device into the classroom should inform the principal before deploying the device. The building principal may at his or her discretion prohibit the use of such devices or otherwise limit their use. The building principal may at any time direct that a teacher discontinue use of a given device.

- Smart speakers such as Google Home, Amazon Echo, Apple HomePod, and similar devices may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school email address. The district will not maintain any records created by use of the smart speaker device. Any record of use will be considered non-record communications pursuant to Nebraska's Records Management Act, and not be maintained by the district.
- All other electronic devices that connect to the internet that a staff member wishes to use for the education of students should be disclosed to the administration prior to use.

Assistive technology may be used in district classrooms. Any assistive technology, such as an AngelSense device, that actively or passively create or transmit audio or video recordings must have that function disabled while the student uses the device in a district classroom unless required by law. No assistive technology devices will be permitted to record or transmit the classroom activity of other students unless required by law.

Any classroom recordings made by a staff member will be made pursuant to district policy.

Applications

- School as Agent. The school will serve as an agent for parents/guardians in the collection of information within the school context. The school's use of student information is solely for education purposes.
- District Applications. The district uses various software applications to record, track, and store student data. Each application selected by the district is in compliance with federal and state law, to the best of the administration's knowledge. Should the district become aware that an application used by the district has suffered a data breach, or been found to be out of compliance with federal or state law, the district will investigate the scope of the violations and notify students, parents, and staff in accordance with district policy.
- Staff-Selected Applications.
 - Staff are permitted to select applications for use in the classroom.
 - Staff must perform basic due diligence to ensure that the application is safe for students and serves a pedagogical purpose. Staff must notify their supervising administrator of the application

they plan to use as part of their lesson plan prior to their use in the classroom. The district may at any time direct that a teacher discontinue use of a given application. The district will provide training on the relevant student privacy laws to staff members who are selecting and deploying applications in the classroom.

Date of Adoption: July 16, 2018
Revised on: July 15, 2019

USE OF SOCIAL MEDIA

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. This policy is intended to ensure (1) appropriate use of social media by staff and (2) appropriate control of social media accounts belonging to or affiliated with the district. Staff should also refer to the district's policy on Staff Computer and Internet Usage.

Personal Versus School-Affiliated Social Media Use

A. Personal Social Media Use

- a. The school district will not require staff members or applicants for employment to provide the district with their username and password to access personal social media accounts.
- b. The district will not require staff to add anyone to the list of contacts associated with the staff member's personal social media accounts or require a staff member to change the settings on his or her personal social media accounts so that others can or cannot view their accounts.
- c. Staff members whose personal social media use interferes with the orderly operation of the school or who use social media in ways that are not protected by the First Amendment may be subject to discipline by the district.
- d. Staff members who wish to begin using or to continue using the school district name, programs, mascot, image, or likeness as part of any social media profile must notify their supervising administrator of the use, and must secure the administrator's permission to do so.

B. School-Affiliated Social Media Use

- a. Any social media account that purports to be "the official" account of the school district (e.g., "Cardinal Wrestling"), or any of its programs, classes, or entities, will be considered to be an account that is used exclusively for the school district's business purposes. Staff members may not use "official" accounts for personal use.
- b. Staff may be required to provide their supervising administrator with the username and password for school-affiliated social media accounts.

- c. Staff may be required to interact with specified individuals on school-affiliated social media accounts.
- d. When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

Staff Expectations in Use of Social Media – Applicable to Both Personal and School-Affiliated Use

A. General Use and Conditions

- a. Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.
- b. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.
- c. Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

B. Acceptable Use

- a. Staff may use social media for instructional purposes.
- b. Staff may use social media for school-related communication with fellow educators, students, parents, and patrons.
- c. Teachers should integrate the use of electronic resources, which may include social media, into the classroom. As the quality and integrity of content on social media is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter.

C. Unacceptable Use

- a. Staff shall not access obscene or pornographic material while at school, on a school-owned device or on school-affiliated social media accounts.
- b. Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.

- c. Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

School-Affiliated Digital Content

A. General Use and Conditions for School-Affiliated Accounts

- a. Staff must obtain the permission of their supervising administration prior to creating, publishing, or using any school-affiliated web pages, microblogs, social media pages or handles, or any other digital content which represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any content that identifies the school district by name in the account name or that uses the school's mascot name or image.
- b. Staff must provide administrators with the username and password for all school-affiliated accounts and must only publish content appropriate for the school setting. Staff may not provide the username and password to school-affiliated accounts to any unauthorized individual, including students and volunteers.

B. Moderation of Third-Party Content

- a. The purpose of school-related social media accounts is to disseminate information. No school-related or school-affiliated social media accounts covered by this policy shall permit comments by the public unless otherwise approved by the superintendent. All comment functions for applications such as Facebook and Instagram must be turned to "off" without this approval.
- b. In the event the superintendent permits content created by anyone other than the administrator of the account to appear on the account's pages, such as comments made by students, parents, and patrons, the account administrator must monitor the content to ensure it complies with this policy. Posts, comments, or any other content made on the account's pages may be removed when the content meets any of the following conditions:
 - i. Is obscene, lewd, or appeals to prurient interests;
 - ii. Contains information relating to a student matter or personnel matter which is protected under or prohibited by state or federal law;
 - iii. Contains threatening, harassing, or discriminatory words or phrases;
 - iv. Incites or is reasonably anticipated to incite violence, illegal activity, or a material and substantial disruption to school operations or activities; or
 - v. Contains any other threat to the safety of students and staff.

Every account administrator must keep a copy of any removed content and must provide a copy to the superintendent along with written notification for the reason the post has been removed. All questions about the appropriateness of removal must be directed to the superintendent.

Date of Adoption: November 12, 2018

LOCKER ROOM SUPERVISION

Staff members, coaches, sponsors, and students must comply with the requirements of this policy while using locker rooms at the school district or at other locations.

Locker Room Supervision

Staff members, coaches, and sponsors must appropriately supervise students in locker rooms and other locations where students dress, change, or engage in similar activities. This supervision must occur at all times during curricular and extracurricular activities. Appropriate supervision includes, but is not limited to, the following:

- Maintaining a visual presence in and/or around locker rooms at regular and irregular intervals to provide supervision and to assess student behavior.
- Coaches, staff members, and sponsors of the opposite sex are obligated to maintain a visual presence outside the locker room area and may designate another adult of the same sex as the students to provide supervision within the locker room.
- Setting and maintaining expectations for a safe, clean, and orderly locker room.
- Adequately and immediately addressing any misbehaviors.

Delegation does not remove ultimate responsibility from the staff member, coach, or sponsor who is subject to the obligations under this policy to ensure that such obligations are met.

Locker Room Access

Staff members, coaches, and sponsors are responsible for controlling access to the locker rooms. Access control includes, but is not limited to, the following:

- Ensuring that locker rooms remain locked when unsupervised. Staff, coaches, and sponsors will unlock the locker room so students may enter and will relock the locker room after all students have exited.
- Locker rooms will remain locked during any activity.
- Preventing access to the locker rooms during a class, practice or an activity; students returning to the locker room during a class, practice or activity must be supervised.
- Students are not allowed to enter or reenter the locker room without appropriate supervision.

- Searching the locker room to determine that all students have exited the locker room before locking it.
- Ensure that all students have exited the locker room and facility following completion of after-school activities and competitions.
- Locker rooms will be locked at all times when unsupervised.

Student Access to Locker Rooms

Only students whose team or activity is currently playing or are in-season or who are involved in a school-sponsored activity that requires or allows presence in the locker room are allowed access to the locker room before or after the regular school day.

Student Safety

Staff, coaches and sponsors are responsible for the safety and security of the students when locker rooms are being utilized. Safety and security measures include, but are not limited to, the following:

- Ensuring the students have assigned lockers with locks.
- Setting, communicating and maintaining expectations for keeping the locker room clean and orderly.
- Ensuring that locker rooms remain locked when unoccupied.
- Students are never left unattended after a game, practice, or other school-sponsored activity.
- Ensuring that cell phones and other devices with visual or auditory recording capability are not used in the locker room at any time or for any reason.

In an emergency situation, parents/guardians who have allowed their student to participate in an activity with a cross-gender coach consent to the entry of the staff member at times as necessary to maintain the safety and security of the students.

Under no circumstance may a staff member, coach, or sponsor delegate any responsibility under this policy to a student or other minor.

School administrators or their designees may make random checks to assess policy compliance.

Date of Adoption: July 20, 2020

STUDENTS

STUDENT RECORDS

The school district shall manage student records and reports as is necessary for effective administration and in compliance with law. In general, "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district. "Student records" also shall not include any records created and maintained by the district's law enforcement unit for law enforcement purposes.

For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when he or she has a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing 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.

All disciplinary materials shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing 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 redisclosure 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.

Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Date of Adoption:	July 20, 2015
Revised on:	July 15, 2019
Revised on:	July 20, 2020

STUDENT ATTENDANCE

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

Circumstances of Absence

The circumstances for all absences from school will be identified as "school excused" or "not school excused." Absences should be cleared through the principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.

School Excused

Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:

- Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent must provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented **physical illness, mental illness, severe weather, observance of religious holiday(s) of the students own faith**, court, death of a family member, or suspension.
- Other absences as determined by the principal or the principal's designee.

Not School Excused

Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

- Parent acknowledged absences are those in which the parent communicates with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments.
- Other absences are those in which the parent has not communicated a reason for the student's absence.

Absence Procedure

In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above-defined absence circumstances.

- A student will not be allowed to enter class after an absence until an admit slip, based upon a written or verbal parental excuse, is issued by the Principal's office.
- Students will be given one day to complete make-up work for each day of excused absence. This does not apply in the case of suspensions, exclusions, or unexcused absences. The responsibility of obtaining assignments is that of the student. If the absence is for a school activity, the student's work is due upon return. Tests and long-term projects may be required to be completed in advance.

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 yet reached 18 years of age.

Exceptions for Younger Students

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

Exceptions for Older Student

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 a 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 Boone Central Schools or resides in the Boone Central 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.

Reporting and Responding to Excessive Absenteeism

Any administrator, teacher, or member of the board of education who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the superintendent or such person(s) who the superintendent designates to be the attendance officer (hereafter, “attendance officer”). The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such a child to attend some public, private, denominational, or parochial school, which the person having control of the child shall designate, in an attempt to address the problem of excessive absenteeism. Such services shall include, as appropriate, the services listed below under “Excessive Absenteeism” and “Reporting Excessive Absenteeism.”

Excessive Absenteeism

Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have “excessive absences.” Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences which are Not School Excused and the absences are of concern due to the effect of the absences on the student’s academics, the student’s attendance history, the time of the school year, the reasons for the absences, or other circumstances, one or more meetings will be held between the school (a school attendance officer, a school administrator or his or her designee, and/or a social worker), the child’s parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- Illness related to physical or behavioral health of the child.
- Educational counseling;
- Educational evaluation;
- Referral to community agencies for economic services;
- Family or individual counseling; and
- Assisting the family in working with other community services.

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

Reporting Excessive Absenteeism to the County Attorney

The school may report to the county attorney of the county in which the person having control of the student resides when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to making the referral to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

Date of Adoption: July 20, 2015

Reviewed on: August 10, 2020

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.

Definitions

- "Students" means students, their parents, guardians or other legal representatives.
- "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.
- "Post-secondary education costs" means tuition and other fees associated with obtaining credit from a post-secondary educational institution.

Listing of Fees Charged by this District

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.

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.

Personal or Consumable Items

The district will 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.

Materials Required Optional Curricular-Related Courses

Students choosing to enroll or participate in elective curricular-related courses may, at times, be responsible for materials, supplies, and/or equipment beyond the basics provided by the school district.

CURRICULAR-BASED ACTIVITIES		MATERIALS, ETC. DESCRIPTION
Physical Education Classes	District	Tennis shoes and socks
Art Classes	District	Old t-shirt
Class Trips	Field Trips	The cost of school-sponsored, class-related field trips will be paid by the school. Parents are encouraged, but not required to, assist with the cost of field trips up to \$5.00 per student. Meals on field trips will be at the expense of the student. The school will provide lunch as needed for free or reduced-lunch eligible students.
	Other Trips	The maximum cost of such trips will be \$2,000/student.
Industrial Technology Classes	High School	Fees assessed by project chosen
Advanced Math Courses	MS and HS	Students are encouraged, but not required to purchase a scientific calculator for their personal use
College Entrance Tests	High School	Costs of college entrance tests beyond those covered by the school district are optional and to be paid directly by the students to the companies involved
Class Dues	MS and HS	Each of the classes (7th thru 12th) may assess its members an amount not to exceed \$50/annually. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to activities and events supported by the class dues.
Senior Recognition/Graduation	High School	Participation is not required in order for students to receive their high school diploma. Students choosing to participate will be required to pay the cost of the items involved in the graduation ceremony and attendance class activities.
Band	MS and HS	Students who qualify for fee waivers under this policy will be provided, at no charge, the use of a musical instrument.
	Instrument Rental	Students may rent school district-owned instruments depending on availability. Rental fee = \$50/semester/instrument.
	Pep/Marching Band	Band students are responsible for supplying Instruments, materials, and accessories. Pep Band Jersey - \$38 required if jersey is personalized.

		Students will be supplied a marching band uniform, but are responsible for the cost of shoes and annual uniform cleaning. \$15 uniform cleaning fee. \$22 Shoes (new), \$5 (used)
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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 activity’s fees and the specifications for any equipment or attire required for participation in extracurricular activities:

EXTRACURRICULAR ACTIVITY	DESCRIPTION OF FEES:	FEE – NOT TO EXCEED
Student Participation Fee/Activity Ticket	It is required of all students who participate in NSAA activities. Students receive admission passes to local/non-district extracurricular events.	\$40
Activity Admission Pass	Available to students for admission to activities hosted by the school.	\$40
Family Activity Passes	All BC employees will receive a family pass at no cost.	\$0
Athletic Physicals	Required physicals for participation in athletics.	Cost determined by health clinic/physician
Athletics and Activities	Golf – Team Polo (Bag, clubs, and shoes to be provided by student)	Not to Exceed \$100
	Softball – Glove, team shirt, and jacket (Shoes and undergarments provided by student)	Not to Exceed \$150
	Volleyball – Team Shirt (Knee pads, shoes and undergarments provided by student)	Not to Exceed \$25
	Football – Team Shirt (Shoes and undergarments provided by student) Students have option to purchase jersey with name for \$140.	Not to Exceed \$25
	Cross Country – Team Shirt (Shoes and undergarments provided by student)	Not to Exceed \$25
	Basketball – Team Shirt (Shoes and undergarments provided by student)	Not to Exceed \$25
	Wrestling – Team Shirt (Shoes and undergarments provided by student)	Not to Exceed \$25
	Track – Team Shirt (Shoes and undergarments provided by student)	Not to Exceed \$25

	Cheer – Shoes, approved uniforms (top, skirt, jacket), poms, accessories	Not to Exceed \$1,200
	Dance - Shoes, approved uniforms (top, skirt, jacket), poms, accessories	Not to Exceed \$900
	Bowling – Team Polo (Shoes and bowling ball provided by students)	Not to Exceed \$100
Travel Meals	Students are responsible for their own meals while traveling. District will pay for meals for district and state qualifiers.	
Camps and Clinics	Students are responsible for the cost of all clinics, camps and conditioning programs.	
Athletic Clubs	BC Club Annual dues	Not to Exceed \$50
FBLA	Annual Dues and T-Shirts	Not to Exceed \$50
	State and National Travel and Fees	Not to Exceed \$2,000
CentraCard	Dues and Fees	Not to Exceed \$25
Art Club	Dues and Fees	Not to Exceed \$25
FFA	Annual Dues, T-Shirts, FFA Jackets	Not to Exceed \$200
	State and National Travel and Fees	Not to Exceed \$2,000
FCCLA	Meals, activities, dues, t-shirts	Not to Exceed \$50
	State and National Travel and Fees	Not to Exceed \$2,000
Quiz Bowl	Dues and Fees	Not to Exceed \$25
Science Club	Dues and Fees	Not to Exceed \$25
SADD	Fees, dues, t-shirts	Not to Exceed \$50
Spanish Club	Dues and fees, t-shirts, meals, activities	Not to Exceed \$50
Student Council	Dues and fees, t-shirts, meals, activities	Not to Exceed \$50
Musical	Shirts (Equipment and costumes will be provided by the district)	Not to Exceed \$25
Choir	Shirts and Dues	Not to Exceed \$25

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.

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 chose 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.

Transportation Cost

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.

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.

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

The district may charge fees for participation in before-and-after school or pre-kindergarten services offered by the district pursuant to statute. Fees for participation in the Cardinal Kids Club will be determined by the administration on an annual basis.

Participation in Summer School or Night School

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

SUMMER SCHOOL	DESCRIPTION OF FEES:	FEE – NOT TO EXCEED
Summer School	Classes offered outside of the regular school day/year	\$50
Credit Recovery Courses	Student required or offered to attend class outside regular school day for the purpose of credit recovery	\$50/Course

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.

MEAL PRICES	DESCRIPTION	COST
Breakfast Program	Preschool – 12th	\$1.90

	Breakfast Seconds	\$1.00
	Adult Breakfast	\$2.50
Lunch Program	Kindergarten – 4	\$3.15
	5th - 12th	\$3.30
	5th – 12th Lunch Seconds	\$2.00
	Adult Lunch	\$4.00
	Additional Milk	\$0.75

Meal 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.

Distribution of Policy

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

Voluntary Contributions to Defray Cost

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.

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.

Activity and/or Student Fee Fund

The school board hereby authorized the use of the Activity and/or Student Fee Fund. The Activity and/or Student Fee Funds 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 Activity and/or Student Fee Fund shall be expended only for the purposes for

Date of Adoption: July 20, 2015
 Past Revision Dates: 08/14/2017, 08/13/2018, 08/12/2019
 Revised on: August 10, 2020

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 activities; or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

In this policy, references to "Principal" shall include building principals, the principal's designee, or other appropriate school district administrators.

Any statement, notice, recommendation, determination, or similar action specified in this policy shall be effectively given at the time written evidence thereof is delivered personally to or upon receipt of certified or registered mail or upon actual knowledge by a student or his or her parent or guardian.

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion, including adjacent school holidays and weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

Short-Term Suspension

The Principal may exclude students from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- Conduct constituting grounds for expulsion as hereinafter set forth; or,
- 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:

- 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.
- 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.
- Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student and the student's parent or guardian, describing the

student's conduct, misconduct, or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

- Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations.

Emergency Exclusion

Students may be emergency excluded from school pursuant to the board's separate policy on emergency exclusion or state law.

Weapons and/or Firearms

Students may be disciplined for the possession of weapons and/or firearms pursuant to the board's separate policy on weapons and firearms or state law.

Long-Term Suspension

Students may be excluded by the Principal from school or any school function for a period of more than five school days but less than twenty school days (long-term suspension) for any conduct constituting grounds for expulsion as hereinafter set forth. The process for long-term suspension is set forth below.

Expulsion

- A. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
- B. **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.
- C. **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.

- D. Alternative School or Pre-expulsion Procedures. The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in Neb. Rev. Stat. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment

The following conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

- Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
- 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;
- 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;
- Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
- 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);
- 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);
- 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;
- Engaging in bullying as defined in section 79-2,137 and in these policies;
- 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;
- 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
- A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:

- 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;
- 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;
- Violating school bus rules as set by the school district or district staff;
- 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.;
- 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;
- Possession of pornography;
- Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- 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;
- 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;
- Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- Using any object to simulate possession of a weapon; and
- 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
- Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

Due Process Afforded to Students Facing Long-term Suspension or Expulsion

The following procedures shall be followed regarding any long-term suspension, expulsion or mandatory reassignment:

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such 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.

Reporting Requirement to Law Enforcement

Violations of this section will result in a report to law enforcement if:

- The violation includes possession of a firearm;
- The violation results in child abuse;
- It is a violation of the Nebraska Criminal Code that the administration believes cannot be adequately addressed solely by discipline from the school district;
- It is a violation of the Nebraska Criminal Code that endangers the health and welfare of staff or students;
- It is a violation of the Nebraska Criminal Code that interferes with school purposes;
- The report is required or requested by law enforcement or the county attorney.

Date of Adoption: July 20, 2015

History of Revisions: 08/14/2017, 07/16/2018, 11/12/2018,
07/15/2019

Revised on: July 20, 2020

STUDENT BULLYING

Definition of Bullying

Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” 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.” The District’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited

Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform (Safe2Help Nebraska) to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

Bullying Investigations

School district staff will investigate allegations of bullying using the same practices and procedures that the district observes for student disciplinary matters. In no circumstance will school district staff be deliberately indifferent to allegations of bullying.

Disciplinary Consequences

The disciplinary consequences for bullying behavior will depend on the frequency, duration, severity and effect of the behavior.

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

Bullying Based on Protected Class Status

Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district's anti discrimination policies.

Support for Students Who Have Experienced Bullying

Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team.

Bullying Prevention and Education

Students and parents are encouraged to inform teachers or administrators orally or in writing about bullying behavior or suspected bullying behavior. School employees are required to inform the administrator of all such reports. The appropriate administrator shall promptly investigate all such reports. Each building shall engage in activities which educate students about bullying, bullying prevention and digital citizenship.

Policy Review

The school district shall review this policy annually.

Adopted on:	July 20,2015
Revised on:	July 16, 2018
Reviewed on:	July 15, 2019
Revised on:	July 20, 2020
Reviewed on:	June 12, 2023

STUDENT INTERNET & COMPUTER USE

Students are expected to use computers and the Internet as an educational resource. The following procedures and guidelines govern the use of computers and the Internet at school.

Student Expectations in the Use of the Internet

1) Acceptable Use

- a. Students may use the Internet to conduct research assigned by teachers.
- b. Students may use the Internet to conduct research for classroom projects.
- c. Students may use the Internet to gain access to information about current events.
- d. Students may use the Internet to conduct research for school-related activities.
- e. Students may use the Internet for appropriate educational purposes.

2) Unacceptable Use

- a. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
- b. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
- c. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
- d. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3/mp4 sharing systems.
- e. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
- f. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
- g. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
- h. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
- i. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.

- j. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
- k. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
- l. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
- m. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
- n. Students shall not forge electronic mail messages or web pages.

Enforcement

1) Methods of Enforcement

- a. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
- b. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
- c. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
- d. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

2) Consequences for Violation of this Policy

- a. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
 - i. Loss of computer privileges;
 - ii. Short-term suspension;
 - iii. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
 - iv. Other disciplines as school administration and the school board deem appropriate.
- b. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

Children’s Online Privacy Protection Act (COPPA)

The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.

This policy allows the school to act as an agent for parents in the collection of information within the school context. The school’s use of student information is solely for education purposes.

Adopted on: July 20, 2015
Revised on: August 14, 2017
Revised on: July 16, 2018

AUDIO & VIDEO RECORDING

Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy “recording” includes still photographs, video, audio, and other similar data captured in any medium.

Recordings Made by The District

The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the recordings will only be available for review for a limited time based on the district’s then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

Classroom Recordings by Staff

Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.

Prohibited Recordings by Students

Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district’s appropriate use and student discipline policies.

For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students

Students may make audio or video recordings of classroom lectures or discussions:

- For their convenience after providing notice to the classroom teacher and receiving the teacher’s permission;
- For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher’s permission;
- 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.

Date of Adoption: July 20, 2015
 Revised on: July 15, 2019

GRADUATION AND SENIOR RECOGNITION

Graduation Requirements

Students in grades nine through twelve are required to successfully complete 235 credits to receive a diploma. A semester course is worth 5 credits.

Graduation requirements for students graduating in 2025 -- 2026.	Graduation requirements for students graduating in 2027 and beyond.
English – 40 credits to include 10 credits of either English 9 or Freshman English 10 credits of either English 10 or Sophomore English 10 credits of either English 11 or Junior English 10 credits of either English 12 or Basic English Mathematics – 30 credits Social Studies – 30 credits to include 10 credits of World Studies 10 credits of American History or American Studies 10 credits of American Government/ Modern Problems or Civics Science – 30 credits 10 credits of either Biology or Life Science 10 credits of either Physical Science or General Science 10 credits of any other science class offered Computers – 5 credits from the following list Digital Media I Digital Design II Programming Web Design	English – 40 credits to include 10 credits of either English 9 or Freshman English 10 credits of either English 10 or Sophomore English 10 credits of either English 11 or Junior English 10 credits of either English 12 or Basic English Mathematics – 30 credits Social Studies – 30 credits to include 10 credits of World Studies 10 credits of American History or American Studies 10 credits of American Government/ Modern Problems or Civics Science – 30 credits 10 credits of either Biology or Life Science 10 credits of either Physical Science or General Science 10 credits of any other science class offered Computers – 10 credits to include 5 credits of IT Fundamentals Min. of 5 credits from the following Digital Media I Digital Design II

Physical Education/Health – 10 credits Speech – 5 credits Economics - 5 credits Personal Finance - 5 credits Electives – 75 credits of electives	Programming Web Design Physical Education/Health – 10 credits Speech – 5 credits Economics - 5 credits Personal Finance - 5 credits Electives – 70 credits of electives
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- As mandated by state law, starting with the graduating class of 2025, all students will be required to complete a Free Application for Federal Student Aid (FAFSA) to meet Boone Central's graduation requirements. Students may be able to qualify for an option to not complete the FAFSA if their parent/guardian or school principal (or their designee) approves.

Recognition of Students (To begin with the graduating Class of 2021)

The purpose of this policy is to recognize academic achievement in such a way that it celebrates those who have reached academic distinction upon completion of their high school courses. Candidates for recognition must have completed classes at Boone Central High School for their entire senior year.

Boone Central School District will recognize the outstanding achievement of graduating seniors in the following manner:

- Summa Cum Laude - A graduating senior with a weighted cumulative GPA greater than or equal to 99% will be recognized as a Summa Cum Laude student
- Magna Cum Laude - A graduating senior with a weighted cumulative GPA greater than or equal to 97% but less than 99% will be recognized as a Magna Cum Laude student.
- Cum Laude - A graduating senior with a weighted cumulative GPA greater than or equal to 95% but less than 97% will be recognized as a Cum Laude student.

(Graduating seniors will be recognized at the commencement ceremony in the program and with colored cords.)

Weighted Cumulative GPA

The average of all credits on the high school transcript using a 100-point scale with the following advanced courses weighted (final semester grade multiplied by 1.05).

- English 12, American History, Government/Modern Problems, Pre-Calculus, Calculus, Advanced Biology, Chemistry, Anatomy/Physiology, and Physics.

Students' grade point average (GPA) at Boone Central is a weighted GPA and is maintained for the duration of a student's high school career (9th through 12th grades.) Courses taken prior to 9th grade will be considered for GPA purposes only if they are equivalent to a high school course. For example, Algebra I taken as an 8th grader.

Speakers

Another purpose of the policy is the selection of the two graduation speakers. Any senior graduating Cum Laude or higher can submit a 3 to 5-minute speech to the high school principal. Speeches will be reviewed and ranked by a committee without knowledge of the speech's authors. Members of the speaker selection committee will be determined by the principal and/or senior class sponsor. The highest two ranked speeches will be

selected for the authors to read at the commencement ceremony. The order of the two speeches will be determined by the principal and/or senior class sponsor.

The Master or Mistress of Ceremony will be the senior class President. In the event the class President is also a graduation speaker, the MC duties will be assigned to the Vice-President. If both of the above officers are also graduation speakers, the senior class Secretary will serve as MC.

Date of Adoption:	July 20, 2015
Revised on:	December 9, 2019
Revised on:	January 13, 2020
Revised on:	February 10, 2020

PARENTAL INVOLVEMENT IN THE EDUCATIONAL PROGRAM

Boone County School District 06-0001, a/k/a Boone Central Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

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

parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.

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

Custody and Parental Rights

Disagreements between family members are not the responsibility of the School District. The School District will not take the "side" of one family member over another in a disagreement about custody or parental rights. Court orders that have been issued shall be followed by the School District. It shall be the responsibility of the person requesting an action by the School District to inform and provide the School District the court order allowing such action.

This policy does not prohibit an employee from listening to a student's problems or concerns.

Date of Adoption:	July 20, 2015
Prior Review Dates:	August 13, 2018 August 12, 2019
Reviewed on:	August 10, 2020

TITLE I PARENT & STUDENT ENGAGEMENT

The school district will jointly develop with parents a School-Parent-Student Compact that outlines how the parents, school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high standards.

The written District Parent and Family Engagement Policy will be jointly developed and distributed to parents and family members of participating children and the local community in an understandable format and to the extent practicable, in a language the parents can understand. An annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy will be used to design evidence-based strategies for more effective parental involvement, to revise the Parent and Family Engagement Policy and to remove barriers to participation.

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:

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.

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.

Opportunities for participation in parent involvement activities such as training to help parents work with their children to improve achievement. The goal is to provide parents with opportunities to participate in decisions relating to the education of their students, where appropriate.

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.

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.

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.

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.

This policy shall be reviewed annually at the annual meeting where concerned parties can have a conversation about possible changes to the Parent and Family Engagement Policy.

Date of Adoption:	July 21, 2016
Reviewed on:	August 14, 2017
Revised on:	May 14, 2018

MULTICULTURAL EDUCATION

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 human relations, sensitivity toward all races, and 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.

Philosophy, Mission, and Program Goals. The district respects and appreciates cultural diversity and seeks to promote the understanding of unique cultural and ethnic heritage. The district will promote the development of a culturally responsible and responsive curriculum. The district's program will explore the attitudes, skills, and knowledge necessary to function in various cultures.

District Guides, Frameworks, or Standards. Appropriate district staff and/or committee(s) will review the district curriculum guides, frameworks, or standards to determine that they appropriately incorporate multicultural education.

Selecting Appropriate Instructional Materials. Appropriate district staff and/or committee(s) will review instructional materials and make a recommendation regarding those that are appropriate for the district's multicultural education program.

Providing Staff Development. Appropriate district staff and/or committee(s) will review the staff development provided for administrators, teachers, and support staff to determine that it includes appropriate multicultural education that is consistent with district and program goals.

Periodic Assessment. Appropriate district staff and/or committee(s) will periodically review the district's multicultural education program by reviewing the criteria in this policy to assess whether the district is adequately and appropriately incorporating multicultural education in all curriculum areas in all grades.

Annual Status Report. The superintendent will provide the board with a report on the status of the district's multicultural education program annually.

Date of Adoption:	July 20, 2015
Reviewed on:	August 14, 2017
Reviewed on:	August 13, 2018
Revised on:	July 20, 2020

READING INSTRUCTION & INTERVENTION SERVICES

The purpose of this policy is to facilitate reading instruction and intervention services to address student reading needs, including, but not limited to, dyslexia. It is the school district's goal that each student be able to read at or above grade level by third grade.

Effective Reading Teachers

It is the intent of the school district to employ teachers for kindergarten through third grade who are effective reading teachers as evidenced by (a) evaluations based on classroom observations and student improvement on reading assessments or (b) specialized training in reading improvement.

Reading Assessment

Beginning in 2019-20, the school district will administer a reading assessment approved by the Nebraska Department of Education three times during the school year to all students in kindergarten through third grade. Exceptions to this requirement include:

- Any student receiving specialized instruction for limited English proficiency who has been receiving such instruction for less than two years;

- Any student receiving special education services for whom such assessment would conflict with the individualized education plan; and
- Any student receiving services under a plan pursuant to the requirements of section 504 of the federal Rehabilitation Act of 1973, 29 U.S.C. 794, or Title II of the federal Americans with Disabilities Act of 1990, 42 U.S.C. 12131 to 12165, as such acts and sections existed on January 1, 2018, for whom such assessment would conflict with such section 504 or Title II plan.

The first assessment must occur within the first 30 days of the school year.

Diagnostic assessments used within a supplemental reading intervention program do not require Nebraska Department of Education approval.

Deficiency Identification

Any student in kindergarten through third grade performing below the threshold level as determined by the Nebraska Department of Education shall be identified as having a reading deficiency for purposes of the Nebraska Reading Improvement Act and this policy. A student who is identified as having a reading deficiency shall remain identified as having a reading deficiency until the student performs at or above the threshold level on an approved reading assessment. Nothing in the Nebraska Reading Improvement Act or this policy shall prohibit a school district from identifying any other student as having a reading deficiency.

Supplemental Reading Intervention Program

The school district will provide a supplemental reading intervention program to ensure that students can read at or above grade level at the end of third grade. The school district may work collaboratively with a reading specialist at the Nebraska Department of Education, with educational service units, with learning communities, or through interlocal agreements to develop and provide such supplemental reading intervention programs. Each supplemental reading intervention program must:

- Be provided to any student identified as having a reading deficiency;
- Be implemented during regular school hours in addition to regularly scheduled reading instruction unless otherwise agreed to by a parent or guardian; and
- Make available a summer reading program each summer for any student who has been enrolled in grade one or higher and is identified as continuing to have a reading deficiency at the conclusion of the school year preceding such summer reading program. The summer reading program may be held in conjunction with existing summer programs in the school district or in a community reading program not affiliated with the school district or may be offered online.

The supplemental reading intervention program may also include:

- Reading intervention techniques that are based on scientific research and best practices;
- Diagnostic assessments to frequently monitor student progress throughout the school year and adjust instruction accordingly;
- Intensive intervention using strategies selected from the following list to match the weaknesses identified in the diagnostic assessment:
 - Development in phonemic awareness, phonics, fluency, vocabulary, and reading comprehension;
 - Explicit and systematic instruction with detailed explanations, extensive opportunities for guided practice, and opportunities for error corrections and feedback; or

- Daily targeted individual or small-group reading intervention based on student needs as determined by diagnostic assessment data subject to planned extracurricular school activities;
- Strategies and resources to assist with reading skills at home, including parent-training workshops and suggestions for parent-guided home reading; or
- Access to before-school or after-school supplemental reading intervention with a teacher or tutor who has specialized training in reading intervention.

Parent/Guardian Notification

The school will give notice in writing or by electronic communication to the parent(s) or guardian(s) of any student identified as having a reading deficiency within 15 working days of such identification that the student has been identified as having a reading deficiency and that an individual reading improvement plan will be established and shared with the parents or guardians.

Reading Improvement Plan

Any student who is identified as having a reading deficiency will receive an individual reading improvement plan no later than 30 days after the identification of the reading deficiency. The reading improvement plan may be created by the teacher, the principal, other pertinent school personnel, and the parents or guardians of the student and shall describe the reading intervention services the student will receive through the supplemental reading intervention program to remedy the reading deficiency. The student must receive reading intervention services through the supplemental reading intervention program until the student is no longer identified as having a reading deficiency.

Reading Progress

Each student in kindergarten through third grade and his or her parent(s) or guardian(s) will be informed of the student's reading progress within a reasonable time after the school district receives the results from the student's approved reading assessment.

Date of Adoption: July 16, 2018

FIELD TRIPS

The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

General Conditions

All trips must be pre-approved by the teacher's building principal. Out-of-state and overnight trips require pre-approval by the board. The superintendent and principals will develop guidelines for approval of trips and communicate those guidelines to teaching staff.

Parental Permission

Each student must submit a signed parental permission slip prior to being allowed to attend a field trip. A new permission slip must be submitted for each trip. Caregivers, as that term is defined in the Nebraska Strengthening Families Act, shall be permitted to sign parental permission slips.

Supervision

Sponsoring teachers must ensure that students are adequately supervised and chaperoned by a responsible adult at all times during field trips. Whether paid staff or volunteers, chaperones are prohibited from drinking alcoholic beverages of any kind at any time during any field trip. All chaperones must be at least 21 years of age. Any chaperone who drives students must possess a valid driver's license. Chaperones who drive students in private vehicles must possess adequate insurance coverage. Chaperones do not have any property right in or to a chaperone assignment. The school district may deny or terminate a chaperone assignment for any reason that is not unconstitutional or unlawful. The superintendent's decision shall be final.

Student Conduct

Students must comply with the student code of conduct, any applicable extracurricular conduct codes, and all directives by trip chaperones.

Date of Adoption: July 16, 2018

**BOONE CENTRAL SCHOOL DISTRICT
STAFF HANDBOOK RECEIPT**

This signed receipt acknowledges receipt of the 2024-25 Staff Employee Handbook for Boone Central School District. This receipt acknowledges that it is understood that 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 Name (Print): _____

Employee Signature: _____ Date: _____

Please return a signed copy of the handbook receipt to the Business Office.