

## **Agenda**

1. Osceola Public Schools Board of Education Information
2. Opening Procedures
  - 2.1. Call the Meeting to Order
  - 2.2. Roll Call
  - 2.3. Excuse Board Members Who Are Absent
3. Approval of Agenda
4. Recognition of Visitors/Communications from the Public
5. Reports
  - 5.1. Principals Reports
    - 5.1.1. Elementary Report
    - 5.1.2. MS/HS Report
  - 5.2. Superintendent's Report
  - 5.3. Board Reports
6. Action Items
  - 6.1. Consent Agenda
    - 6.1.1. Approval of the Previous Meeting's Minutes
    - 6.1.2. Treasurer's Report
    - 6.1.3. Payment of general fund claims in the amount of \$257,425.76
  - 6.2. Consider, discuss and take all necessary action on
    - 6.2.1. Consider, Discuss, and Take all necessary action in accepting the Alicap Insurance Premium.
    - 6.2.2. Consider, Discuss, and Take all necessary action in accepting the invoice from Hudl.
    - 6.2.3. Consider, Discuss, and take all necessary action to use the lease agreement with any potential daycare provider.
    - 6.2.4. Consider, discuss and take all necessary action to set date for the 2021-22 budget hearings.
    - 6.2.5. Consider, discuss and take all necessary action to set date for 2021-2022 final property tax hearing.
    - 6.2.6. Per State Statute, the board must appoint the American Civics Committee for the 2021-2022 school year.
7. Present the Student Handbook for the 2021-2022 school year.
8. Next Meeting Dates and Times
  - 8.1. Special meeting on August 27, 2021, 7:00 PM at the Osceola Middle/High School Media Center.
  - 8.2. 2021-2022 Budget hearing set for 7:30 PM on September 13, 2021 to be followed by the 2021-2022 final property tax hearings, which will be immediately followed by the Regular Board meeting in the Middle/High School Media Center.
9. Adjournment



## **Jeffrey Elementary**

August 9<sup>th</sup> 2021

Brett Webster

- Open House Wednesday 8/11 5 to 6 PM
- Snacks will be allowed but must be prepackaged
- Family can start eating with kids again this year
- Great first day of Inservice today.

**Board of Education Regular Meeting**  
Middle School/High School Media Center  
565 S. Kimmel Street  
Osceola, NE 68651  
July 12, 2021 @ 7:00 PM

1. Osceola Public Schools Board of Education Information

Notice of this meeting was posted at the Jeffrey Elementary School, Osceola Middle School/High School, Pinnacle Bank of Osceola, and the Osceola Post Office on July 1, 2021. A copy of the agenda items is tentative and may be changed by the Board if necessary.

2. Opening Procedures

2.1. Call the Meeting to Order

President Boruch called the regular meeting to order at 7:00 PM and informed those in attendance that a current copy of the Open Meetings Act is posted in the meeting room, then directed the public to its location.

2.2. Roll Call

Jennifer Boruch: Present	Daisy Naber: Present
Jena Mentink: Present	Michael Neujahr: Absent
Anthony Mestl: Present	Eric Yungdahl: Present

Also present were Superintendent Lavaley, Principal Webster and Debra Berry.

2.3. Excuse Board Members Who Are Absent

To excuse Michael Neujahr passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

3. Approval of Agenda

To approve the agenda as written passed with a motion by Eric Yungdahl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

4. Recognition of Visitors/Communications from the Public

There were no patrons present.

5. Discussion about the 2021-2022 Return to School Plan, including feedback from stakeholders. Superintendent Lavaley reviewed the "2021-2022 Return to School Plan" with the Board. This plan includes action dealing with COVID. There was no public input.

6. Facility Walk

The Board took a recess at 7:07 PM for a facility walkthrough.

The Board returned to the meeting at 7:56 PM.

## 7. Reports

### 7.1. Principals Reports

#### 7.1.1. Elementary Report

Elementary Principal Brett Webster gave his oral and written report about: school will be in session starting August 12th; the handbooks will be finished when MS/HS Principal Brent Breckner arrives; and the school's rooms are being cleaned.

A big thank you to the Maintenance and Custodial Department for doing a fantastic job!

#### 7.1.2. MS/HS Report

Superintendent Lavaley gave an oral report about completing the handbook and schedule.

### 7.2. Superintendent's Report

Superintendent Jason Lavaley gave his written and oral report about: BD Construction's work to resolve the issue with the new addition's locker rooms; the removal of rock from around the new addition; NASB updates; the disposal of a bus; the meeting with Matt Bloomstedt, NDE Commissioner about physical education standards and controversial language in the health directives; KSB School Law's recommendations for ESSERS III; potential costs to the District; refinishing of the gym floors July 19th through August 2nd; and an Open House is scheduled for August 6th.

### 7.3. Board Reports

There were no Board reports.

## 8. Action Items

### 8.1. Consent Agenda

To approve the consent agenda passed with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

#### 8.1.1. Approval of the Previous Meeting's Minutes

#### 8.1.2. Treasurer's Report

#### 8.1.3. Payment of general fund claims in the amount of \$297,044.12

### 8.2. Consider, discuss and take all necessary action on

#### 8.2.1. Consider, discuss, and take all necessary action to review Student Fee Policy 5045.

To accept Student Fee Policy 5045 with no changes passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

#### 8.2.2. Consider, discuss and take all necessary action to renew membership with NRCSA.

To renew membership with Nebraska Rural Community Schools Association for the 2021-2022 school year passed with a motion by Daisy Naber and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.3. Consider, discuss, and take all necessary action on the proposed Nebraska Department of Education Health Standards.

To accept and waive second reading of proposed policy 6004 Curriculum Development for only core subjects (reading, writing, math, social studies, and science) as required by statue passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.4. Consider, discuss, and take all necessary action to approve Wayne Nestor as a local substitute.

To approve Wayne Nestor as a local substitute teacher passed with a motion by Eric Yungdahl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.5. Consider, discuss, and take all necessary action to accept Tanya Pearson as assistant cook for the 2021-2022 school year.

To hire Tanya Pearson as an Assistant Cook for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.6. Consider, discuss, and take all necessary action to accept Kylee Bockman as a Preschool Para for the 2021-2022 school year.

To hire Kylee Bockman as a Preschool Para-Educator for the 2021-2022 school year passed with a motion by Jena Mentink and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.7. Consider, discuss, and take all necessary action on amending Chelsey Tonniges contract to be the new 6-12 Administrative Assistant.

To amend Chelsey Tonniges' contract to be the 6-12 Administrative Assistant for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Jena Mentink.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.8. Consider, discuss, and take all necessary action on accepting Mallory Zelasney as the new Elementary secretary.

To hire Mallory Zelasney as the Elementary Administrative Assistant for the 2021-2022 school year passed with a motion by Jena Mentink and a second by Anthony Mestl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.9. Consider, discuss, and take all necessary action to accept the contract with Brent Breckner as the 6-12 Principal for the 2021-2022 school year.

To accept the contract and hire Brent Breckner as the 6-12 Principal for the 2021-2022 school year passed with a motion by Anthony Mestl and a second by Daisy Naber.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

8.2.10. Consider and discuss the 2021-2022 Faculty Handbook.

Superintendent Lavaley stated that he will present the student handbook in August because he wanted to work through it with Principal Breckner. However, the faculty handbook was reviewed with the Board.

9. Next Meeting Dates and Times

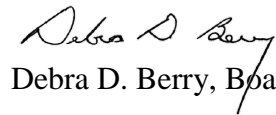
9.1. Regular meeting, August 9, 2021, 7:00 PM at the Osceola Middle/High School Media Center.

10. Adjournment

To adjourn at 8:50 PM passed with a motion by Anthony Mestl and a second by Eric Yungdahl.

Jennifer Boruch: Yea, Jena Mentink: Yea, Anthony Mestl: Yea, Daisy Naber: Yea, Eric Yungdahl: Yea

Respectfully submitted,



Debra D. Berry, Board Secretary Appointed

**Board Report – Monthly**

**GENERAL FUND**

Posted - During Check Cycle; Fund Number 01; Processing Month 08/2021

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
33770	APPLE, INC.	LAPTOPS	3,895.00
33771	AUGUSTINE, MARCHE	MILEAGE REIMBURSEMENT	33.60
33772	BULK BOOKSTORE	CLASSROOM BOOKS	379.50
33773	BYRKIT PIANO SERVICE	PIANO REPAIR AND TUNING	195.00
33774	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	2,043.80
33775	ESU #7 SPECIAL EDUCATION DEPT	WORKSHOP FEE	15.00
33776	FOLLETT SCHOOL SOLUTIONS, INC.	LIBRARY BOOKS	165.71
33777	FRONTIER COOPERATIVE COMPANY	WEED KILLER	629.18
33778	HOMETOWN LEASING	FLOOR SCRUBBER LEASE	39.00
33779	KUHNEL, CAROLYN	MILEAGE REIMBURSEMENT	39.20
33780	MATHESON TRI-GAS, INC.	SUPPLIES	35.58
33781	MAZANKOWSKI, AMY	SPED SERVICES	78.16
33782	MENTINK, PATRICIA	MILEAGE REIMBURSEMENT	30.69
33783	MIDWEST BUS PARTS	BUS PARTS	0.00
33784	MIDWEST BUS PARTS	BUS PARTS	233.62
33785	NASB ALICAP	ENDORSEMENT TO INSURANCE	2,310.00
33786	OPTUM	FLEX PLAN FUNDING	150.00
33787	OSCEOLA IMPLEMENT & SUPPLY, INC.	SUPPLIES	16.96
33788	POLK COUNTY NEWS	PRINTING	314.02
33789	POLK COUNTY RPPD	ELECTRICITY	10,430.20
33790	QuaverEd, Inc.	MUSIC SOFTWARE	1,680.00
33791	RHODE ISLAND NOVELTY IMPORERS	SUPPLIES	57.15
33792	RUNQUIST, DEBORA	MILEAGE REIMBURSEMENT	33.60
33793	SCHOOL SPECIALTY, LLC	SUPPLIES	8.38
33794	SpecialNeedsWare, Inc.	TRANSITION CURRICULUM	117.00
33795	TEACHER INNOVATIONS, INC.	SOFTWARE FOR LESSON PLANS	40.50
33796	TRUCK CENTER COMPANIES	BUS INSPECTIONS	676.20
33797	WELLS FARGO VENDOR FINANCIAL SERVICES, LLC	COPIER LEASE	208.96
33798	WOLFE, WENDY	SPED SERVICES	<u>43.50</u>
<b>Checking Account Total:</b>			<b>23,899.51</b>
<u>Checking</u>	1		
530	FARM BUREAU FINANCIAL SERVICES	TERM LIFE INSURANCE	13.81
529	MG TRUST COMPANY	TSA PAYABLE	620.00
528	OPTUM	FLEX PLAN FUNDING	<u>2,776.21</u>
<b>Checking Account Total:</b>			<b>3,410.02</b>

<u>Check #</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Check Total</u>
<u>Checking</u>	4		
2059	CITY OF OSCEOLA	WATER/SEWER/COMPACTOR	1,635.76
2057	CONTROL SERVICES, INC.	SERVICE CONTRACT	1,157.17
2052	HERZBERG, HOLLY	EXTERNAL TEAM VISIT MILEAGE	50.40
2060	HOMETOWN LEASING	FLOOR SCRUBBER LEASE	78.00
2049	MCDONALD, DADE	EXTERNAL TEAM VISIT MILEAGE	37.52
2063	MYSTERY SCIENCE, INC.	SOFTWARE LICENSE	2,298.00
2053	SLECHTA, KRISTEN	EXTERNAL TEAM VISIT MILEAGE	86.80
2047	SYMMETRY ENERGY SOLUTIONS	NATURAL GAS	3,868.80
2050	UTECHT, JENNIFER	EXTERNAL TEAM VISIT MILEAGE	<u>122.08</u>

**Checking Account Total: 9,334.53**

<b>TOTAL CHECKS &amp; PREPAIDS</b>	<b>36,644.06</b>
<b>TOTAL EXTRA JULY 2021 PAYROLL</b>	<b>144.22</b>
<b>TOTAL AUGUST 2021 PAYROLL</b>	<b><u>257,425.76</u></b>
<b>GRAND TOTAL</b>	<b><u><u>294,214.04</u></u></b>



Nebraska Association of School Boards  
All Lines Interlocal Cooperative Aggregate Pool

**NASB ALICAP PREMIUM CONTRIBUTION BILLING STATEMENT**

**Original notice for policy year 2021-2022**

9/1/21 through 8/31/22

Name of School District/ESU: **Osceola Public Schools**

**Workers Compensation:**

<u>Class Code</u>	<u>Original estimated payroll</u>		<u>9/1/21 Pool Rates</u>	<u>Cost</u>
8868	\$3,000,000	X	.0046	\$13,800
9101	\$235,000	X	.0445	\$10,458
7380	\$23,815	X	.0621	\$1,479
Total	<u>\$3,258,815</u>			

Base premium contribution	\$25,736
Experience Modifier ( <i>times</i> )	<u>2.13</u>
Modified Premium	\$54,819
Premium Size Discount ( <i>less</i> )	<u>\$5,430</u>
contribution required per estimated payroll figures	<b>\$49,388</b>

**Property, Liability, Boiler and Machinery, Errors and Omissions: \$61,893**

**Contribution Due for 21-22 policy year \$111,281**

**Credits:**

Owner Dividend Credit	(8961)
Loss Control Credit	0
<b>Total Credit</b>	<b>(8961)</b>

**Net Contribution Due for 21/22 Policy Year \$102,320**

Legend of Classification Codes:

8868 = Professional employees, teachers, administrators, aides and clerical

9101 = Custodians, cooks, and all other employees

7380 = Bus Drivers

**PLEASE MAKE CHECKS PAYABLE TO AND REMIT TO**

NASB ALICAP

1311 Stockwell Street

Lincoln, NE 68502

Billing is subject to adjustment based upon audited payroll figures or upon any applicable statutory requirement.

**Payment due no later than September 30, 2021**



**Invoice #:** INV01175818  
**Account #:** A00107388

**Send Checks To**

**Hudl**  
 29775 Network Place  
 Chicago, IL 60673-1775 USA  
 Hudl's W9: [hudl.com/p/w9](http://hudl.com/p/w9)  
[billing@hudl.com](mailto:billing@hudl.com)

**INCLUDE INVOICE NUMBER ON CHECK**

**Send Purchase Orders To**

**Email:** [purchase.order@hudl.com](mailto:purchase.order@hudl.com)

**Pay Online**

[hudl.com/pay](http://hudl.com/pay)

**Sold To**

**Osceola High School**

Osceola, Nebraska 68651-5524  
 United States

**Tax Exempt #:** 05-0603953

**Summary**

**Invoice Date:** 08/04/2021

**Due Date:** 09/03/2021

All amounts are in USD

PACKAGE	SERVICE PERIOD	TOTAL
Osceola Boys Basketball   Hudl Silver Additional	09/15/2021-09/14/2022	450.00
Girls Varsity Basketball   Hudl Silver	09/15/2021-09/14/2022	900.00
Volleyball   Hudl Silver Additional	09/15/2021-09/14/2022	450.00
Boys Varsity Football   Hudl Play Tools	09/15/2021-09/14/2022	199.00
Osceola Boys Basketball   Hudl Focus Indoor	09/15/2021-09/14/2022	3,000.00
Boys Varsity Football   Hudl Silver Additional	09/15/2021-09/14/2022	450.00
Osceola Boys Basketball   Hudl Assist - Basketball - Unlimited Game and Scout	09/15/2021-09/14/2022	1,600.00
Girls Varsity Basketball   Hudl Assist - Basketball - Unlimited Game and Scout	09/15/2021-09/14/2022	1,600.00
Volleyball   Hudl Assist - Volleyball - Unlimited Game and Scout	09/15/2021-09/14/2022	1,400.00

<b>Subtotal</b>	<b>10,049.00</b>
Discount	0.00
Tax	0.00
<b>Purchase Total</b>	<b>10,049.00</b>
Payments	0.00
Adjustments	0.00
<b>BALANCE DUE</b>	<b>10,049.00</b>

**! Any hardware products related to this invoice will not ship until a purchase order is received or the balance is fully paid.**

**Invoice Comments:**

## Payments and Adjustments

All payments and adjustments have already been applied to the balance shown on this invoice. The following list is for your records.

All amounts are in USD

DATE	TRANSACTION NUMBER	TYPE	NOTES	APPLIED AMOUNT
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No payments or adjustments have been applied to this invoice.

## Additional Information

By paying this invoice, you agree that the purchase is subject to the Organization Terms of Service found at [www.hudl.com/eula](http://www.hudl.com/eula).

Agile Sports Technologies, Inc. dba Hudl. EIN is 26-0568054. Go to [hudl.com/p/w9](http://hudl.com/p/w9) for a copy of Hudl's W9.

**W9 Address:**

**Hudl**

600 P Street, Ste. 400

Lincoln, NE 68508

**FACILITY LEASE AGREEMENT: DAYCARE  
OSCEOLA PUBLIC SCHOOLS**

THIS AGREEMENT is made and entered into by and between the Board of Education of Polk County School District No. 72-0019, commonly known as Osceola Public Schools, (referred to respectively herein as the "Board" and the "District") and \_\_\_\_\_, a Nebraska Corporation operating a licensed daycare (referred to herein as "Daycare").

WHEREAS, the Board considers it to be a benefit to the District staff and students to have high quality early childhood care and educational opportunities available to children of the District; and

WHEREAS, the Board has the legal authority to permit use, upon such terms and conditions as it determines, of any District property at times when it is not needed for District use, including in support of prekindergarten programs, programs established by the Child Care Licensing Act, and others as permitted by law;

WHEREAS, the Board believes that the presence of Daycare and the availability of those services will make the District more attractive to parents and staff, will enhance the enrollment and attendance of the District, will improve outcomes of students who enroll in the District, and will improve the viability of the District and community;

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

1. **Leased Premises.** The District leases the following described property, and use of other property and resources specifically described in other sections of this Agreement, to Daycare: \_\_\_\_\_; a dedicated greenspace; proximate restroom facilities; the non-conflicting use of the playground or other district facilities upon request; and other property specifically enumerated herein (the "Leased Premises").
2. **Use of Leased Premises.** Daycare shall use the Leased Premises for the operation of its childcare programs and activities, consistent with its operating license. Daycare shall not use the Leased Premises for any other purpose without the prior consent of the Board.

3. **Non-Interference and Legal Compliance.** Daycare may use the Leased Premises on the terms and conditions specified herein. Daycare understands and agrees that it will not exercise the rights granted to it by the District in such a way as to interfere with or adversely affect (1) any other property of the District or (2) the operation and control of any of the programs or operations of the District. Daycare will not permit the Leased Premises to be used in any manner contrary to the educational interests of the District or any applicable law.
4. **Priority in the Event of Conflicts.** If there is a conflict in the scheduling or use of the Leased Premises or any other District facilities Daycare wishes to use, the District shall have priority regarding their use.
5. **Control and Supervision.** Daycare shall be responsible for the supervision and safety of the children it serves, its employees, and the parents and other persons who visit the Leased Premises for Daycare purposes. Daycare shall exercise that degree of control and supervision as is necessary for the effective management and use of the Leased Premises. Such control and supervision may include the enforcement of rules and regulations for the safety of persons who visit or use the Leased Premises, so long as they do not conflict with the rules, policies, regulations, and other laws applicable to the District. A copy of all Daycare rules and regulations shall be provided to the District at all times during the term of this Agreement, and Daycare agrees to provide all changes to rules and regulations to the District within 7 days of the effective date of the change(s).
6. **Furniture, Equipment and Supplies.** The District will provide the Leased Premises to Daycare in a furnished condition, so that it is ready for use at the beginning of the lease term. The District will ensure that the Leased Premises have the appropriate paint, flooring, fencing, and other physical requirements for Daycare's uses of the premises, the costs of which to be paid by the District unless the parties agree otherwise. The District will provide tables, chairs, desks, and similar items. Daycare and its owners, representatives, and agents will collaborate with assigned District staff to ensure the Leased Premises are ready for use. Daycare will supply all other equipment, supplies, and consumable items needed for its uses of the Leased Premises.
7. **Use of Leased Premises by Other Persons or Organizations.** Daycare may not allow other parties not subject to this Agreement to

use the Leased Premises. Daycare will abide by all District policies, regulations, and rules, and will require any employees, representatives, agents, and contractors using the Leased Premises to comply with such policies, regulations, and rules.

8. **Maintenance and Repair.** The District shall be responsible for the maintenance of the physical spaces in the Lease Premises. Daycare shall at all times maintain the Leased Premises in good condition subject to such reasonable standards as the Board may adopt from time to time, and shall timely request any necessary maintenance or repairs of the physical spaces by notifying the Superintendent of the District or his or her designee, such as the District's head custodian. The District will provide lawn services and snow removal services.
9. **Cleaning.** Daycare will perform all required and necessary cleaning of the Lease Premises. Daycare may contract for cleaning services only with the written approval of the Superintendent of the District.
10. **Licensure.** Daycare will be solely responsible for applying for, obtaining, and maintaining all necessary licenses, permits, and other requirements for operating a childcare program and any of its other programs, as required by local, state, and federal law. Daycare will provide the District with proof of licensure and ability to operate the Leased Premises as outlined herein within 30 days of the first day of the term of this Agreement. If Daycare fails to provide proof of licensure and operability, or at any time loses one or more required license or permits necessary to operate some or all of its programs, the District may cancel this Agreement immediately upon written notice to Daycare.
11. **Food Service.** Daycare will be responsible for providing or contracting for the provision of its food, snacks, and other nutrition needs and requirements. Daycare may contract with the District for food services as permitted by law and upon agreement of both parties. Daycare may use the District's food service facilities on a schedule approved by the Superintendent of the District, including during the summer months when the District is not generally operating its food service program. The use of the District's food service facilities and equipment during those times are subject to all applicable provisions of this Agreement, including cleaning obligations. If Daycare uses a contractor and not its own employees, Daycare must get the written approval the Superintendent of the District. Daycare's employees and/or third-party

contractors must comply with all applicable laws, regulations, and building rules that govern Daycare and the District.

12. **Utilities.** The District shall provide and pay for any electricity, gas, heat, water, sewer, and other utilities needed for use of the Leased Premises, and the costs for those utilities have been factored into the consideration contained herein.
13. **Access to Leased Premises.** The District grants to Daycare the right of access across its property for purposes of access to the Leased Premises, including its parking lot, and will also permit such access to all other persons who are authorized by Daycare to access the Leased Premises for permissible purposes contained herein. However, at all times when the District's programs and activities are occurring, Daycare will limit outside individuals' access to District property by using only entry points designated by the District into the Leased Premises. Daycare will ensure any individual visiting the Leased Premises or other areas as permitted by the District use only the designated entry, and the District may ask the Daycare to maintain a record or log of all visitors to any District property, except for routine drop off/pick up and pre-scheduled parental visits to the Leased Premises.
14. **Term, Renewal, and Termination.** This Agreement shall remain in full force and effect from August 15, 2021 to August 14, 2022, unless sooner terminated or modified by mutual agreement of the parties or the terms of this Agreement. Unless the District provides 90 days' written notice to Daycare, this Agreement will automatically renew for another one-year period covering the same dates. The District may terminate this Agreement for any reason, at any time, with 90 days' notice to Daycare. This is in addition to any other basis to terminate the Agreement provided herein, including default. Daycare may terminate this agreement upon 60 days' written notice to the Superintendent of the District. Upon termination of this Agreement, the rights of Daycare shall terminate and all rights granted to it hereunder shall revert to the District.
15. **Cost of the Lease.** The cost of the lease for the term shall be \$50.00 per month. The cost of the lease for future terms, if any, will be negotiated by the District and Daycare. The rent payment shall be made on or before the 15th day of each month. The District will designate a person and method for receipt of the payment and inform Daycare of that information before the due date of the first payment.

16. **Alterations.** Daycare shall not remodel, alter, or change the Leased Premises without the prior written consent of the District. Prior to making any alteration requiring District's consent, Daycare shall submit plans for such alteration to the District for the District's review and approval. Costs relating to any alteration to the Leased Premises, beyond those items already covered by this Agreement, shall be paid by Daycare unless the District otherwise agrees in writing.
17. **Signs.** Daycare must obtain the District's prior written consent before installing any sign on District property or the Leased Premises. All signs shall comply with all applicable local, state, and federal laws and ordinances and any requirements of the District.
18. **Ownership.** The Leased Premises and all improvements relating thereto, including any replacement thereof, shall at all times be and remain the sole and exclusive property of the District. Daycare shall have no right, title, or interest therein or thereto; provided, however, Daycare's personal property located in or on the Leased Premises shall remain the property of Daycare.
19. **District's Personal Property.** Any personal property of the District which is brought into the Leased Premises by virtue of the District's use of the Leased Premises shall remain the property of the District.
20. **Event of Default.** Daycare shall be in default under this Agreement if it breaches, defaults on, or otherwise fails to perform or satisfy any agreement, obligation, term, covenant, condition or provision set forth herein or arising hereunder and such breach, default or failure to perform continues for a period of thirty (30) days after Daycare receives written notice of such breach or failure to perform from the District; or, if such breach cannot reasonably be cured within such thirty (30) day period, and Daycare fails to commence to cure such breach within such thirty (30) days after notice from the District or fails to proceed diligently to cure such breach within a reasonable time thereafter.
  - a. Upon the occurrence of an Event of Default, the District may, in addition to any other remedy or right given by law, terminate this Agreement by delivery of written notice of such termination to Daycare and, thereupon, the District may enter the Leased Premises or any portion thereof, upon the dates specified in such notice; and the District shall be entitled to retake possession of

the Leased Premises completely and immediately. If the District elects to terminate the Agreement as provided in this paragraph, Daycare shall forfeit all rights relating to the Leased Premises.

- b. No remedy herein conferred upon or reserved to the District is intended to be exclusive of any other remedy herein or any remedy provided or permitted by law; but each shall be cumulative, shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and may be exercised concurrently, independently or successively.

- 21. **Assignment.** Daycare shall not assign any rights in this Agreement without the express written consent of the Board.
- 22. **Insurance.** Daycare shall maintain, at its sole cost and expense, all required or necessary insurance, including liability insurance to protect against liability incident to the use of or resulting from any accident occurring in, on, or about the Leased Premises. The minimum coverage under such insurance shall be \$1,000,000 per individual and \$5,000,000 in the aggregate per occurrence. Daycare agrees to cause the District to be named as an additional insured on the liability policy described in this paragraph, and shall take any other action which is necessary to obtain a waiver of subrogation from the insurer such that neither Daycare nor the District shall be liable to the insurer for negligence. The District will maintain at its own cost all insurance required by law and procured by the Board.
- 23. **Use of Parking Lot.** Daycare shall have the use of the parking lot(s) which adjoins the Leased Premises and District property. Daycare may permit those persons using the Leased Premises to use the District's parking lot at such times as the lot, or some portion thereof, is not required for school functions or activities, subject to the conditions that the District shall retain priority with respect to the use of the lot, and may prescribe reasonable rules pertaining to use of the lot by Daycare and its invitees, including plans and schedules for drop off and pickup.
- 24. **Amendment.** Any amendments to this Agreement shall be valid only upon the mutual agreement of the District and Daycare and when reduced to writing.

25. **Yearly Review.** The District and Daycare agree to review the terms of this Agreement and consider any amendments either party may propose at least annually in **March**, or at any other such time as they may choose.
26. **Protection of Reputation.** It is here written that both parties agree to a non-disparagement or protection of reputation clause and hereby take measures to resolve any conflict by the proper liaisons appointed.

\_\_\_\_\_  
DAYCARE

\_\_\_\_\_  
OSCEOLA PUBLIC SCHOOLS

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
President, Board of Education

Dated \_\_\_\_\_, 2021.

Dated \_\_\_\_\_, 2021.

**OSCEOLA PUBLIC SCHOOLS  
EMERGENCY / CONTACT FORM**

2021 - 2022

Student Name (first, middle, last)	Date of Birth	Grade
Mailing Address (PO Box)		
Physical Address (Street Address)		E-mail Address
City	State	Zip
Father's Cell #:		Mother's Cell #:
		Student's Cell #

**WHERE TO REACH PARENTS/GUARDIANS IF NOT AT HOME - PLACE OF WORK**

MOTHER NAME: _____	WORK PLACE: _____	PHONE: _____
FATHER NAME: _____	WORK PLACE: _____	PHONE: _____

**PERSONS TO CONTACT IF SCHOOL IS UNABLE TO REACH PARENTS/GUARDIANS**

NAME: _____	RELATIONSHIP _____	PHONE: _____
NAME: _____	RELATIONSHIP _____	PHONE: _____

A school employee will apply first aid treatment until the family or their doctor can be contacted. All efforts will be made to contact parents/guardians or their designee in an emergency situation. If all efforts to contact the parents/guardians or their designee fail, we give our consent for school employees to use their own judgment in securing medical aid and /or ambulance service as needed.

PHYSICIAN: _____	PHONE: _____
DENTIST: _____	PHONE: _____

MEDICATIONS CURRENTLY TAKING: \_\_\_\_\_

ALLERGIES TO: Medications (list) \_\_\_\_\_ Bee Sting \_\_\_\_\_ Other \_\_\_\_\_

Asthma: YES ___ NO ___	Use Inhaler? YES ___ NO ___
------------------------	-----------------------------

REMARKS/OTHER CONDITIONS: \_\_\_\_\_

<b><u>INSURANCE INFORMATION</u></b>	
FAMILY HEALTH INSURANCE CO: _____	POLICY #: _____
PRECERTIFICATION REQUIRED: YES ___ NO ___ PHONE NUMBER: _____	

Parent/Guardian signature	Date
---------------------------	------

**OSCEOLA PUBLIC SCHOOLS  
EMERGENCY / CONTACT FORM**

**ARE YOU HISPANIC OR LATINO? (CHOOSE ONLY ONE)**

(Hispanic/Latino - a person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race)

\_\_\_\_\_ NO, NOT HISPANIC OR LATINO

\_\_\_\_\_ YES, HISPANIC OR LATINO

**WHAT IS YOUR RACE? (CHOOSE ONE OR MORE)**

\_\_\_\_\_ WHITE - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa

\_\_\_\_\_ AMERICAN INDIAN OR ALASKA NATIVE - A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment

\_\_\_\_\_ ASIAN - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam

\_\_\_\_\_ BLACK OR AFRICAN AMERICAN - A person having origins in any of the black racial groups of Africa

\_\_\_\_\_ NATIVE HAWAIIAN OR OTHER PACIFIC ISLANDER - A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands

**HOME LANGUAGE:** \_\_\_\_\_  
(Example: English, Spanish, German, etc.)

**2021 - 2022 Osceola Public Schools**

***Participation in School Public Relations Activities***

Students who attend school in Osceola Public Schools are occasionally asked to be a part of their school and the District's public relations activities. Some examples: student art work is sometimes displayed to the public and photographs of students at school are used in school publications including the school webpage.

In order to ensure your consent for your student to participate in such activities, the District asks that you and the student sign and return this form to the school for each of your children.

**CONSENT**

I consent to the Student (named below) participating in the Osceola Public School District's public relations activities. The District may use the Student's name, image (photograph or video), statements, works or performances (such as art work, musical recordings and writings) and other such information in its public relations activities. This can be done in the current school year or in the future.

I understand that this means that such information will be made available to the public, including but not limited to in school buildings and at school functions, in public places in the community, in school publications and in local, state and national publications, and on the school's web page. I waive any claims of copyright or ownership to the information that is used and waive any right to be paid or otherwise compensated for use of the information. I release the District and its employees or agents from any liability related to using the Student's information in the public relations activities.

This Consent is given freely and voluntarily. If I wish to rescind this consent I may do so at any time with written notice.

**Date of Consent:** \_\_\_\_\_

**Student's Name:** \_\_\_\_\_

(Print Name)

**Parent/Guardian:** \_\_\_\_\_

(Print Name)

**Parent/Guardian:** \_\_\_\_\_

(Parent/Guardian Signature)

**OSCEOLA PUBLIC SCHOOLS  
SIGNATURE / PARENT PERMISSION FORM  
2021 - 2022**

PARENT PERMISSION FOR TRIPS

I understand educational field trips and excursions will be taken to businesses, other schools, public institutions, and places of amusement and other places from time to time during the school year for educational purposes. I give permission for my child(ren) to take such excursions and trips. The teacher shall exercise due care and caution in seeking the safety of his/her pupils while on such excursions. Parents/Grandparents will not be allowed to join a field trip. Unless the teacher has asked for extra help.

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Student: \_\_\_\_\_ Grade: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Check if you do not want your child to go on any trips. \_\_\_\_\_

**This permission will be in effect while your child is attending Jeffrey Elementary School. If at any time you wish to change your designation, contact the elementary office.**

\*\*\*\*\*

**The Jeffery Elementary Student – Parent Handbook is now online [www.osceolaschools.org](http://www.osceolaschools.org) . I realize that I will be responsible for knowing and following procedures and regulations outlined in this handbook.**

Parent/Guardian Signature: \_\_\_\_\_

Student(s) Signature(s): \_\_\_\_\_

## Family Education Rights and Privacy Act (FERPA) Model Notice for Directory Information

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that Osceola Public Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow Osceola Public Schools to include this type of information from your child's education records in certain school publications. Examples include: (Newsletter, recognition lists)

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education act of 1965 (ESEA) to provide military recruiters, upon request, with three directory information categories – names, addresses and telephone listings—unless parents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Osceola Public Schools to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by the first day of classes. Osceola Public Schools has designated the following information as directory information: [Note LEA may, but does not have to, include all the information listed below.]

- |                          |   |
|--------------------------|---|
| -Student's name          | -Participation in officially recognized activities and sports |
| -Address                 | -Weight and height of members of athletic teams               |
| -Telephone listing       | -Degrees, honors, and awards received                         |
| -Electronic mail address | -The most recent educational agency or institution attended   |
| -Photograph              | -Date and place of birth                                      |
| -Major field of study    | -Dates of attendance  |
| -Grade level             |   |

### The Family Educational Rights and Privacy Act (FERPA)

Statute: 20 U.S.C. -- 1232g. Regulations: 34 CFR Part 99.

FERPA provides that an LEA that receives Department funds may not have a policy or practice of denying parents the right to:

- Inspect and review education records.
- Seek to amend education records.
- Consent to the disclosure of personally identifiable information from education records except as specified by law.

These rights transfer to the student when he or she turns 18 years of age or enters a postsecondary educational institution at any age ("eligible student"). If you have any questions regarding these rights please contact the administration.

Leas must annually notify parents and eligible students of their rights under FERPA. The annual notification must also include:

- The procedure to inspect and review education records;
- The procedure to request amendment of education records;
- A specification of criteria for determining who constitutes a school official and what constitutes a legitimate educational interest if the agency or institution discloses or intends to disclose personally identifiable information to school officials without consent; and
- The right of parents to file a complaint with the Family Policy Compliance Office (FPCO) in the Department. (A model FERPA notification LEAs is enclosed and is also available on FPCO's Web site – [www.ed.gov/offices/OM/fpc](http://www.ed.gov/offices/OM/fpc).)

Parent/Guardian's Signature: \_\_\_\_\_

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

**AUTHORIZATION FOR ADMINISTRATION OF MEDICATION AT SCHOOL 21 - 22**

Student Name: \_\_\_\_\_ Birth Date: \_\_\_\_\_  
School: \_\_\_\_\_ Grade: \_\_\_\_\_

**FOR PRESCRIPTION MEDICATION  
THIS PORTION TO BE COMPLETED BY PHYSICIAN/DENTIST/PROVIDER**

Name of Medication                      Dosage                      Route                      Time of Day

If given prn specify the length of time between doses \_\_\_\_\_

Inhalers: \_\_\_\_\_

Student is capable of self-administration of medication: Yes \_\_\_\_\_ No \_\_\_\_\_

Possible side effects of medication: \_\_\_\_\_

It is safe for unlicensed staff to provide this student this medication: Yes \_\_\_\_\_ No \_\_\_\_\_

Emergency procedure in case of serious side effects: \_\_\_\_\_

*I request and authorize that the above-named student be administered/provided the above-identified medication in accordance with the instructions indicated above from \_\_\_\_\_ to \_\_\_\_\_ (not to exceed the current school year) as there exists a valid health reason which makes administration of the medication advisable during school hours.*

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Physician/Dentist/Provider

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Name (Print or Type)

Please Note: If samples of medication are to be given, they must be labeled with the name of the student, dosage, route, and time to be given.

**FOR NON-PRESCRIPTION MEDICATION  
THIS PORTION TO BE COMPLETED BY THE PARENT/GUARDIAN**

Name of Medication                      Dosage   Route                      Time of Day

*Please Note: Non-prescription Medication must be brought to school in the container in which they are sold. The container must be labeled by the parent/guardian giving the instructions for dosage and time interval of dosage. The medication must be kept in the office. It is the students and parents responsibility to deliver the medication to the office.*

**THIS PORTION TO BE COMPLETED BY THE PARENT/GUARDIAN**

*I request/authorize the school to give medication to my student in accordance with the healthcare provider's instructions written above. I understand that unlicensed staff may be assigned to provide medication to my student, and I accept ultimate responsibility for monitoring the effects of this medication.*

Permission to carry inhaler: Yes \_\_\_\_\_ No \_\_\_\_\_      Permission to self-administer medication: Yes \_\_\_\_\_ No \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Phone #: \_\_\_\_\_

(Complete in Duplicate: 1-Parent/Guardian, 1-File)

## **MEDICATION**

To help insure the health and safety of your child, Osceola Public Schools personnel are not permitted to dispense medication to a student without prior authorization from the physician and prior written parent/guardian authorization. Parents/guardians are required to complete an "Authorization For Administration of Medication at School" form (forms are available in student handbooks and at the school office). Accordingly, if it is necessary for your child to receive medication during the school day, the parent or guardian must comply with the terms and conditions set forth by the Osceola Public Schools.

### **General Provisions:**

1. Medications to be dispensed shall be brought to school in a prescription container, with child guard cap, properly labeled, including: child's name, physician's name, name of medication and new directions for dispensing the medication.
2. Any modifications to the directions for dispensing medications will require written authorization or a new prescription container with child's name, physician's name, name of medication and new directions for dispensing the medication.
3. Please consult a physician as to any side effects of the medication being administered, and advise the Osceola Public Schools of the side effects and procedures to be followed should side effects occur.
4. The authorization to dispense the medication(s) is limited to the school year.
5. The parents or guardians will need to notify the Osceola Public Schools in writing of the termination of the authorization to administer dispense the medication(s).
6. In order for staff to administer non prescription medication, parents/guardians are required to complete an "Authorization For Administration of Medication at School" form (forms are available in student handbooks and at the school office). Tylenol may be administered with a signed parental consent for the following reasons: minor aches and pains, headache, dental pain and menstrual cramps. Tylenol will not be given to any student with a temperature of 100 degrees or above. Verbal authorization may be obtained by telephone permission, followed by a written authorization within 24 hours to continue administration.

**No form of nonprescription medication will be provided by the school.**

### **Safeguards for Storage:**

1. Medicines which are administered under the supervision of the school will be stored securely at all times in a locked cabinet in the school.
2. The school administration or trained personnel will record the quantity of medication delivered to the school. The medicine may be brought to school by the student.
3. Non-prescription medication must be brought to school in the container in which they are sold. The container must be labeled by the parent giving the instructions for dosage and time interval of dosage.
4. Medications requiring refrigeration will be brought to school daily.
5. The administration or designee (teacher, paraeducator, secretary) is the only person authorized to accept responsibility for the storage of medicine.

### **Conditions of Administration:**

1. Medication will be administered by the administration or designee (nurse, teacher, teacher aide, secretary or cook) only.
2. Only the amount of medicine prescribed by the physician and/or parent will be dispensed at any one time. Recognizing that physicians do change dosages of some medications by phone, it shall be the procedure of the Osceola Public Schools that the parent must communicate, in writing, the new dosage levels to the school before prescribed dosages will be changed.
3. The person administering the medicine will ascertain that the student actually ingests the medicine while in the observation of the person administering the medicine.
4. The person administering the medication will maintain a record of students who receive medication and log each dosage.

**Osceola Public Schools  
341 S Kimmel  
P.O. Box 198  
Osceola, NE 68651**

**402-747-2091 (Elementary)  
402-747-3121 (High School)  
402-747-3041 (Fax)**

**Dr. Jason Lavaley  
Superintendent**

**Mr. Brett Webster  
Elementary Principal**

This Handbook Belongs To:

Name \_\_\_\_\_

Address \_\_\_\_\_

City/State \_\_\_\_\_ Zip \_\_\_\_\_

Phone \_\_\_\_\_ Grade \_\_\_\_\_

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**JEFFREY ELEMENTARY STAFF**

**Administration**

Dr. Jason Lavaley	Superintendent
Mr. Brent Breckner	Middle/High School Principal
Mr. Brett Webster	Elementary Principal

**Office Personnel**

Mrs. Julie Rinehart  
Mrs. Mallory Zelasney

**Elementary Teachers**

Preschool	Mrs. Susan Waller
Kindergarten	Mrs. Miranda Ericson
First Grade	Ms. Jenna Johansen
Second Grade	Ms. Michelle Recker
Third Grade	Mrs. Nicole Kropatsch
Fourth Grade	Mr. Jason Zelasney
Fifth Grade	Mrs. Kiley Nielsen
Class Size Reduction	Mrs. Sarah Johnson
Physical Education	Mrs. Mallory Kumpf
Vocal Music/Band	Mrs. Kirsten Ritter
Art	Mr. Sean Johnson
Counselor	Mrs. April White
4th/5th Grade Math	Mrs. Cheri Prososki
STEM / Apps	Mrs. Cheri Prososki

**Paraprofessionals**

Mrs. Kayla Pagett  
Ms. Deb Runquist (Librarian)  
Mrs. Carolyn Kuhnel  
Ms. Kylee Bockman  
Ms. Marche Augustine  
Mrs. Pat Mentink

**Maintenance**

Mr. Jesse Pliefke  
Ms. Kim Hablitzel  
Mr. Ryan Jones  
Mr. Derek Baloun

**Kitchen Staff**

Mrs. Vicky Klein  
Mrs. Gail Channer- Burritt

Ms. Kim Scheinost

**Special Services**

Mrs. Stephanie Sterup

---

**Board of Education**

Mrs. Debra Berry, Recording Secretary  
Mrs. Jennifer Boruch  
Ms. Jena Mentink  
Mr. Anthony Mestl  
Mr. Michael Neujahr  
Mr. Eric Yungahl  
Mrs. Daisy Naber

**Nurse**

Ms. Jenni Osborne

**MISSION STATEMENT**

The mission of the Osceola Public Schools in cooperation with families and the community is to provide learning opportunities for all students to become responsible citizens in an ever-changing world.

**WE BELIEVE:**

- ❖ all students can achieve when curriculum and instruction are tailored to their specific and individual needs
- ❖ all students can achieve in a safe and respectful environment.
- ❖ pride, perseverance and positive work ethic are essential elements of student success
- ❖ students can achieve when educators, families, and community work together for common goals

**Providing Education Excellence for a Changing World!**

**OSCEOLA PUBLIC SCHOOLS**  
**NETWORK\INTERNET USE AGREEMENT**

Network/Internet access is available to students and teachers in Osceola Public Schools. We believe that Internet/Network access offers valuable, diverse, and unique resources to both students and teachers. Our goal in providing this service is to promote educational excellence in the district by facilitating resource sharing, innovation, and communication.

For those not familiar with the term, the Internet is an "electronic highway" connecting millions of computers all over the world, and millions of individual users. Access to the Internet will enable students to explore thousands of libraries, databases, and bulletin boards while exchanging messages with users throughout the globe. In addition, the system will be used to increase school and District communication, enhance productivity, and assist teachers in upgrading their skills through greater exchange of information with their peers. The system will also assist us in sharing information with the local community, including parents, social service agencies, government agencies, and businesses.

With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material obtained via the Net might contain items that are illegal, defamatory, inaccurate, or potentially offensive. We have taken precautions to restrict access to controversial materials. However, on a global network it is impossible to control all materials and an industrious user may discover controversial information, either by accident or deliberately. We firmly believe, however, that the benefits to students from online access far outweigh the possibility that users may procure material that is not consistent with our educational goals.

The purpose of this agreement is to ensure that use of Internet/Network resources is consistent with our stated mission, goals, and objectives. The smooth operation of the network relies upon the proper conduct of the students and faculty who must adhere to strict guidelines. These guidelines are provided here so that you are aware of the responsibilities you are about to acquire. If a user violates any of these provisions, his or her account will be terminated and future access could be denied in accord with the rules and regulations discussed with each user during Internet training sessions.

To use our computers, network and Internet connection, all students must obtain parental permission. **If the Parent Signature Page of the Student Handbook is not signed nor returned to our office by the date specified, your network account will be disabled and you will not be allowed to access or use our computers, network or the Internet. This includes usage of the computers for a specified class or classroom assignment. You will be required to use traditional means or an off campus computer to complete the work required.**

**Internet/Network - Terms and Conditions**

- 1) Students are responsible for good behavior on the school computer networks, just as they are in a classroom, or a school hallway. General school rules for behavior and communications apply.
- 2) The network/computers system is provided for students to conduct research and to perform assigned class work. Access to network services is given to students who agree to act in a considerate and responsible manner. **Access is a privilege - not a right.** That access entails responsibility. Inappropriate use will result in a suspension or cancellation of Internet/Network/Computer privileges. The system administrators will deem what is inappropriate use and their decision is final. Also, the administrators may close an account at any time as required. The administration, faculty, and staff may request the system administrator to deny, revoke, or suspend specific user accounts.

3) Users are expected to abide by their generally accepted rules of network etiquette and conduct themselves in a responsible, ethical, and polite manner while online.

- **Students will not access web chats, Internet chat lines. This includes any program that allows the user to “chat” in real time with another individual on a computer.**
- **Students will not access their email accounts at the school.**
- **Students will not access their own or other's “blogs” sites at school.**
- **Students are not to utilize proxy servers while using school computers**

**First Offense: Removal from access to computers for one week. Second Offense: Removal from access to computers for one month. Third Offense: Removal from access to Computers for one semester. Fourth Offense: Removal from the Computers for the rest of the school year.** A letter will be sent home to the parents explaining why the student was removed from the computers after each offense.

4) Users are not permitted to use the computing resources for commercial purposes, product advertising, political lobbying, or political campaigning.

5) Users are not permitted to transmit, receive, submit, or publish any defamatory, inaccurate, abusive, obscene, profane, sexually oriented, threatening, offensive, illegal material, or “cyber bullying”.

6) Physical or electronic tampering with computer resources is not permitted. This also includes the downloading or installation of unauthorized software/hardware without the approval of the network administrators. **Damaging computers, computer systems, “hacking” computers, networks, or other users’ files intentionally will result in cancellation of privileges, possible suspension from school, and possible criminal prosecution. Any hardware/software confiscated will become the property of Osceola Public Schools.**

7) Users must respect all copyright laws that protect software owners, artists and writers. Plagiarism in any form will not be tolerated.

8) Security on any computer system is a high priority, especially when the system involves many users. If you feel you can identify a security problem in the school's computers, network, or Internet connection, you must notify a system administrator. Do not demonstrate the problem to others. Using someone else's password or trespassing in another's folders, work, or files without written permission is prohibited. Attempts to logon to the Network/Internet as anyone but you may result in cancellation of user privileges.

9) The downloading or uploading via the internet, flash drives, mp3 players, cell phones or other USB interface devices of music, software, video, etc. onto the computers or network without the permission of the teacher or system administrator is not allowed.

10) Usage of the network and the Internet will be monitored and could result in the cancellation of computer/network/internet privileges.

11) Osceola Public Schools makes no warranties of any kind, whether expressed or implied, for the service it is providing. We assume no responsibility or liability for any phone charges, line costs or usage fees, nor for any damages a user may suffer. This includes loss of data resulting from delays, non deliveries, mis-deliveries, viruses or service interruptions caused by its own negligence or your errors or omissions. Use of any information obtained via the Internet is at your own risk. We specifically deny any responsibility for the accuracy or quality of information obtained through its services.

12) All communication and information accessible via the computer resources shall be regarded as private property and will be treated as confidential information. However, school and system administrators may review files and messages to maintain system integrity and insure that users are using the system responsibly. The school networks and computers are school property, just as student lockers, and will be susceptible to administrator examination at any time. Messages or other data relating to or in support of illegal activities may be reported to the authorities.

13) Students who facilitate or knowingly fail to report the inappropriate use of the school's network and computers may have their technology privileges revoked.

### SEXUAL HARASSMENT

In compliance with Title VII of the Civil Rights Act of 1964, as amended, Title IX of the Education Amendments of 1972, and the Nebraska Equal Opportunity and Education Act, Osceola Public School policy prohibits discrimination based on race, color, age, sex, marital status, handicap, or religious or political affiliation.

#### **Purpose**

To establish procedures for handling allegations of sexual harassment of (1) school employees by other school employees, (2) school employees by school students, (3) school students by school employees, and (4) school students by other school students.

#### **Definitions**

Sexual harassment shall mean any unwanted and/or unwelcome visual, verbal, or physical sexual behavior that is offensive to a reasonable person.

##### Visual sexual harassment shall mean:

1. showing sexually explicit pictures, cartoons, or drawings without an educational justification.
2. exhibiting inappropriate displays of affection.
3. displaying sexually suggestive gestures.

##### Verbal sexual harassment shall mean:

1. demanding sexual favors.
2. relating sexually explicit jokes.
3. making suggestive or insulting sexual comments.

##### Physical sexual harassment shall mean:

1. touching in a sexually inappropriate manner.

#### **Policy**

Sexual harassment of any employee, certificated or non-certificated, or student by any individual under the jurisdiction of the Osceola Public Schools is expressly prohibited as a violation of law and board policy. Persons determined to have engaged in sexual harassment shall be subject to disciplinary sanctions as set forth herein.

Regarding school employees, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature shall constitute sexual harassment when:

1. submission to sexual conduct is made either explicitly or implicitly a term or condition of an individual's employment.
2. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individuals.
3. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Regarding students, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature shall constitute sexual harassment when:

1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's enrollment, participation, or affiliation with a course, activity, or other school-sanctioned program.
2. submission to or rejection of such conduct by an individual is used as a basis for any decision that may affect the educational standing of an individual.
3. such conduct has the purpose or effect of unreasonably interfering with an individual's educational performance or creating an intimidating, hostile or offensive environment.

### **Responsibility**

All Osceola school employees have the responsibility of keeping school officers informed, through the most confidential and direct means possible, of any alleged acts and/or complaints of sexual harassment. It is the responsibility of each administrative officer, principal, department head, and supervisor to provide a working and academic environment free of sexual harassment or sexual intimidation. The school will take prompt action to investigate and act upon instances of alleged sexual harassment.

### **Procedures Regarding Complaints of Sexual Harassment**

In order to receive information from any person concerning allegations of conduct prohibited by this policy, all employees shall be provided a copy of the district's form, "Complaint and Consent to Investigate Allegations of Sexual Harassment" at the commencement of their employment or as soon thereafter as is reasonable.

Availability of the form, "Complaint and Consent to Investigate Allegations of Sexual Harassment" shall be made known to all students in grades Kindergarten through twelve through the student handbook at the beginning of each school year. Information pertaining to the availability of such complaint forms shall be made known to the parents of all other students. Copies of the complaint form are available in the superintendent's office.

1. Upon receipt of any complaint submitted on the proper form, the superintendent shall undertake an investigation subject to any limitations placed upon the investigation by the complaining party and indicated on the complaint form. This investigation may include taking a statement from the accused.

2. After the investigation is completed, the superintendent shall confer with the person or persons against whom the complaint has been lodged; shall inform that person or persons of the name of the complaining party, the allegations of the complaining party, the names of all corroborating or refuting witnesses, and any statements or allegations made by such witnesses that are known to the superintendent; and shall give such person or persons a fair opportunity to present his/her/their version of the facts involved in the complaint. The superintendent shall create a written record of the version(s) presented by the accused.

3. Upon the conclusion of the investigation, the superintendent shall make a determination that (a) the behavior complained about did or did not occur; and (b) sexual harassment was or was not the intent of the behavior. A report of these determinations shall be given to the complainant and the accused.

4. Upon conclusion of the investigation, the superintendent shall take immediate and appropriate action as is required in his or her discretion within the bounds of the law and within his or her legal authority.

### **Notice of Nondiscrimination**

In compliance with the Title IX of the Education Amendments of 1972; Title VI of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972; section 501 of the Rehabilitation Act of 1978; Osceola Public Schools shall not discriminate on the basis of sex, age, race, color, national origin, religion or handicap in the educational programs or activities which it operates.

It is the intent of Osceola Public Schools to comply with both this letter and spirit of the law in making certain discrimination does not exist in the policies, regulations and operations.

Specific complaints of alleged discrimination under Title IX (sex) and section 504 (handicap) should be referred to Steve Rinehart, Supt. Osceola Public Schools, PO Box 198, Osceola, Ne 68651, telephone number (402) 747-3121. Title IX and Section 504 complaints can also be filed with the Office of Civil Rights, as follows: Region VII Office of Civil Rights, Department of Education, 10220 No. Executive Blvd., 8<sup>th</sup> floor Kansas City, MO. 64153 (Phone 810-891-8026)

### **WEDNESDAY NIGHT SCHOOL ACTIVITIES**

Osceola Public Schools will not schedule activities on Wednesday evenings after 6:30 p.m. Students will not be restricted from participating in activities sponsored by NSAA that are scheduled past 6:30p.m. There will be no practices or activities on Sunday or holidays without prior approval from the activities administrator.

### **STUDENT PLANNERS**

Students in grades 1 -5 are issued a student planner to be used for recording homework assignments and to facilitate communication between home and school. Students need to bring their planners to school everyday.

### **SCHOOL COMMUNICATIONS**

Osceola Public School has the following options for parents and/or students to access school and district information:

1. District Monthly Newsletter mailed to all patrons.
2. Osceola Public Schools web site at [www.osceolaschools.org](http://www.osceolaschools.org)
3. Jeffrey Elementary weekly newsletter (Puppy Paws) is either sent home weekly with the students/parents who prefer to receive a paper copy. An electronic copy can be found on the Jeffrey Elementary Facebook page and the Osceola Public schools website..
4. Jeffrey Elementary Facebook Page

### **SCHOOL SUPPLIES**

Parents will be supplied with a school supply list each year by their child's classroom teacher. Please check periodically throughout the year to see if your student needs any of their supplies replenished.

Unless requested to by a teacher, students should not bring any items to school that are not on the school supply list. This includes toys, handheld games, etc. Items of this nature that are needed for before or after school purposes should be kept in student backpacks and not used during the school day. If your child brings valuable items to school, the school is not responsible for lost/stolen/damaged items.

### **LOST AND FOUND**

Lost and found clothing items are stored in a container in the school entrance area. All other lost and found items are stored in the office area. Periodically the office staff will take pictures of the lost and found items and post them on the facebook page so parents can see the items and check to see if anything belongs to their child.

### **STUDENT BEHAVIOR POLICY**

The entire staff believes that when students recognize their strengths and realize success, they will strive for a higher level of expertise each day. Our goal is to teach students self-management skills that are based on success. Mutual respect is stressed between educators and students.

We believe in acknowledging positive actions and promoting responsible behavior. In this way, we hope to help children become motivated and confident individuals who will become credits to their families, school and community. To this end, the faculty and staff at Jeffrey Elementary pledge to provide opportunities for students to be successful each day and to develop responsible behaviors.

The following are general rules of conduct for all students at Jeffrey Elementary:

1. Students have primary responsibility for their actions. Self-control is encouraged.
2. Students must observe the safety rules of the school for their own safety and that of others.
3. Students shall respect the property of others around them.
4. Students must show respect for the truth.
5. Students shall follow classroom rules established by the teacher.
6. Respect for all school staff shall be observed at all times.

When it is in the best interest of the student, disciplinary action may be taken by the teacher that maintains classroom order. This action may include, but is not limited to:

- a. Phone call or personal conference with the parents.
- b. Referral to the building principal for further disciplinary action.
- c. Denial of classroom privileges.
- d. Denial of recess privileges.
- e. Detention after normal school hours.

After teacher intervention has failed, the principal's action may include, but is not limited to:

- a. In-school suspension of class attendance.
- b. Out-of-school suspension of class attendance.
- c. Expulsion from school.

The philosophy of Jeffrey Elementary is that every student has a right to the educational process as long as he/she does not disrupt the educational rights of another student or students. At all times, the parents will be informed as to any discipline problems that a student might experience.

**The Administration retains the right and privilege to issue penalties for acts of discipline not specifically stated in the Jeffrey Elementary School Handbook and to alter any penalties as they consider necessary. Furthermore, the administration reserves the right to amend any provision in the handbook which they deem to be in the best interest of the student's educational process.**

### SEARCH/QUESTIONING/REMOVAL OF STUDENTS

Students suspected of being in violation of school regulations or civil laws may have their personal belongings searched. Such search will be conducted by the principal or his designee and will be in accord with constitutional guarantees.

"The legality of a search of a student should depend simply on the reasonableness, under the circumstances of the search"

The inquiry into the reasonableness of a search is two fold:

1. The action must be justified at its inception. A search satisfies the first inquiry when there are reasonable grounds for suspecting that the search will uncover evidence of a rule or criminal violations.
2. The scope of the search must be reasonably related to the circumstances. A search satisfies the second inquiry when the measures adopted are reasonably related to the objectives of the search and not excessively intrusive in light of the age and sex of the student and the nature of the infraction [New Jersey v. T.L.O., 469 U.S. 325 (1985)]

Questioning of students by law enforcement officers within the Osceola Public Schools shall occur under the following circumstances:

1. Parent permission must be obtained prior to law enforcement officials questioning students at school unless:
  - (a) The student is 18 years of age or older and willingly consents to the questioning
  - (b) A crime has been or is suspected to have been committed on school premises.
  - (c) An officer enters the building in active pursuit of active criminal behavior.
  - (d) The student is being questioned as a result of an investigation of child abuse or neglect.
2. A school representative shall be present as part of all interviews unless a parent is present. The school representative shall not participate in the questioning of the student.
3. The school representative will notify the student being interviewed that they do not have to answer any questions posed to them by law enforcement officials and will provide the student an opportunity to contact a parent prior to answering any questions.

Removal from the building. The Principal or his/her designee will allow law enforcement officers to remove students from the school building only in the following situations:

- (a) The officer has a signed warrant for the student's arrest.
- (b) A court order is presented giving custody of the child to another individual or agency.
- (c) The principal or his/her designee has requested the removal of the student.
- (d) The student is arrested for a crime committed on school premises or as a result of an officer's active pursuit of active criminal behavior.

When the Principal or other school official releases a minor student to a peace officer for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding:

1. The release of the minor to the officer
2. The place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parent or guardian. Ref.79-294]

### VIDEO SURVEILLANCE

Video cameras are utilized, for safety purposes, to assist in the monitoring of activities inside and outside the school building.

### ACCIDENTS

In the event of an accident that injures a student, either at school, on the school bus, or while engaged in any school-authorized activity for which medical treatment other than normal first aid is required, parents will be notified immediately. It is important that accurate information be provided by the parents on the "Emergency/Contact Form" that is filled out at the beginning of the school term. **SHOULD CHANGE IN STATUS (address, phone, job, etc.) OCCUR, IT IS VITAL TO FORWARD THAT INFORMATION TO THE SCHOOL OFFICE. Medical treatment will not be provided by hospitals without parental permission.**

All personnel are required to fill out an accident report form in the event of an accident to any student. Our emergency procedure for serious accidents is as follows:

1. Call the parents immediately.
2. As per instructions from the parents, call medical personnel to alert them of the situation.
3. Either call an ambulance or get the child medical attention as soon as possible.

It is important to note that there is no single procedure for all cases. Each case will be handled according to Red Cross procedures. Emergency training for all school personnel is provided through in-service education on an annual basis.

### GRADING SYSTEM

In kindergarten through second grade we use the “E-S-I-N” letter grading system which will include a (+) and (-) system. Progress is determined by the standards of performance expected for each grade level.

Grades three through five use the “A-B-C-D-F” letter and numerical grading which will include a (+) and (-) system. Progress is determined by the standards of performance expected for each grade level.

### STUDENT EVALUATION AND CONFERENCES

At the end of each nine-week period, a report (report card) is prepared for students and their parents indicating the student's academic achievement, attendance and other information related to the overall program of the student. Regular grade reports will be used to improve communication. Parents are encouraged to participate in two regularly scheduled parent/teacher conferences. Parents or teachers may request special conferences at any time during the school year.

### STUDENT RETENTION/ACCELERATION/PROMOTION

Because the public schools of the district are dedicated to the total and continuous development of each pupil enrolled, the professional staff is expected to place pupils at the grade level suited to them academically, socially and emotionally. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselors, to be appropriate for the educational interests of the student and the school's educational program. Parent input is actively sought.

### ATTENDANCE POLICY

#### School Hours:

Regular school hours at Jeffrey Elementary are from 8:20 AM to 3:25 PM

#### Absences:

At Jeffrey Elementary, it is important for every child to attend school on a regular basis in order to develop both academically and socially. **Please try to schedule appointments after school hours. If this is not possible, please try to minimize the time your child is gone during the school day. School attendance is mandated by state law, and it is the responsibility of the parents to ensure that excessive absences do not occur.**

The following policy rules should guide your actions in the event of an absence:

#### Excusable Absences:

1. Illness or temporary physical disability. (An absence of more than 3 days requires a note from the physician.)
2. Death or serious illness of an immediate family member.
3. Religious observance.
4. Exclusion from school due to a contagious condition.

If a student misses ten (10) days of school during one semester or (20) days a year, the county attorney will be notified. All absences, whether excused, unexcused, or truant, will be counted toward the 10 day limit.

#### **Notification to Parents/Guardians for absences from school will be as follows:**

- \*After the 5<sup>th</sup> absence, a notification letter will be sent to the parent.
- \*After the 7<sup>th</sup> absence, a notification letter will be sent to the parent.
- \*After the 9<sup>th</sup> absence, a final warning will be sent to the parent.
- \*After the 10<sup>th</sup> absence, a letter will be sent to the county attorney and the parent.

Following an absence, the student should present a written excuse from the parent to the teacher. Homework should be sent home for the student if the student will be absent for more than a day. It is the student's responsibility to talk to the teacher to make up work that was missed.

After a reasonable amount of time, should the make-up work not be completed, the teacher may deny recess privileges to allow the student more in-school time to complete the work. Loss of credit for missing assignments may occur if homework is not completed as arranged.

Children with bad colds and/or other illnesses, which may be communicable to other students, are encouraged to stay home. Students should be fever free for 24 hours before returning to school. Also, your child needs to be free from the following before returning to school: stomach flu/puking/diarrhea.. If school personnel find head lice on a child, they will be sent home. They may return to school after they have had proper treatment of the head lice. Upon reentry to school, students may be checked. If there are visible lice or nits, students will be sent home. School personnel have the right to check students for head lice at any time. **Please call the school by 8:00 a.m. or earlier to report a student absence.** If the parent/guardian has not called by 8:20 a.m. we will then call the parent/guardian to find out what the situation may be.

#### **Restrictions from regular activities:**

A child may be excused from physical education or recess for one day with a note from the parent. A doctor's statement should be submitted if parents wish to restrict their child's participation in physical education or recess for more than one day.

#### **Dismissal/Arrival of students during school day:**

If it is necessary to take your child for a dental, doctor or some other appointment during the school day, please write a note in advance to the teacher or call the office. (Reminder: please provide adequate notice before the child is to leave school.) Before leaving, the student should check out with the teacher and the office.

When a student returns to school during the school day, he/she should report to the elementary office before going to their classroom.

An absence of less than 3.5 hours will be counted as a half-day absence; an absence of 3.5 hours or more will be counted as a whole day. Example: A student will be counted as a whole day after 3:00 p.m. If the student leaves anytime before that it will be considered a half day.

#### **Tardiness:**

A child is considered tardy if he/she arrives after 8:20 a.m., but before 9:00 a.m. When a child is tardy, one of two negative outcomes can result. Either the teacher must stop working with the rest of the class to explain what the tardy child has missed, or the tardy child misses important information about what is expected that day. Students will be allowed two tardies each semester without penalty. Students who are late to school more than two days per semester will serve a 30 minute after school detention.

#### **If a pattern of absences or tardiness develops:**

1. The teacher/principal will contact the parent to make sure there is no misunderstanding about arrival time.
2. The teacher/principal will document the results of this conference and place a copy in the child's folder.
3. If absence or tardiness problems continue, more serious action based on the teacher's and principal's recommendations, may result.
4. Excessive absences or tardiness will require a personal conference with the parents to resolve the problem. This conference will include the teacher and the building principal.

### **TRUANCY AND TARDINESS**

Truancy and tardiness are violations of school rules. If a child continues to be or becomes habitually truant, the principal shall serve a written notice to the person violating the compulsory attendance statutes, warning him/her to comply with its provisions. If in one week after the time such notice is given, such a person is still violating such statutes, then the principal shall file a report with the county attorney of the county in which such person resides.

### **ACTIVITY TICKETS**

Students in Grades K-12 may purchase an activity ticket. There is no charge for preschool students. This activity ticket is good for all school assemblies and home athletic contests, except tournaments. If a student does not have an activity ticket, admission for an assembly or athletic contest must be paid.

### **BAND**

Band instruction is available to children in the fifth grade on an elective basis. Depending on the instrument that is chosen, band can be an expensive activity. Parents and children should discuss this elective activity to determine if the ability, desire and commitment to participate in band exist.

### DRESS CODE

In general, dress sensibly. Students not properly clothed will be required to correct the situation immediately. All students will be required to wear shoes while in school. Examples of unacceptable attire:

1. Ragged or dirty clothing of any kind.
2. Any shirt that is excessively loose or designed to show excessive skin will not be allowed.
3. Abbreviated mini-skirts or abbreviated shorts.
4. Clothing bearing beer or liquor emblems, obscene pictures or drawings of other undesirable words, phrases, or slogans.
5. Any type of clothing which draws undue attention.
6. Hats, caps or sunglasses will not be acceptable in the school building during school hours. Caps may be worn during athletic activities provided they are removed during the National Anthem, are not disruptive in any manner and are worn responsibly. After the first warning, hats and caps will be confiscated.
7. See-through clothing or clothing that is excessively revealing such as bare back or low cut.

The principal or any faculty member may decide a student is in violation of the dress code. A student who violates the dress code will visit with the principal, the parent will be notified, and arrangements will be made for a change of clothing.

### COLD WEATHER CLOTHING/RECESS

**Heavier jackets or coats, hats, gloves or mittens are essential items for recess activities during cold weather. It is the parent's responsibility to provide proper outerwear for their children; if this is a hardship, please contact the school office. BOOTS ARE TO BE WORN IN WET OR SNOWY WEATHER. All clothing and personal items should be marked with the child's name. COATS MUST BE WORN OUTSIDE IF 60 DEGREES OR COLDER.**

Most children will be on the playground for thirty minutes at noon or a reduced time depending on weather conditions. All children will be expected to go outside (weather permitting) every day. If the child forgets his/her boots on rainy or snow days, he/she will be allowed to play on the concrete to prevent him/her from getting wet feet. Parents are the best judge for the type of clothing their children wear to school. School personnel will become involved in student dress, if, in their judgment, the dress is considered a threat to the health of the child (cold weather).

### CONCERNS ABOUT SCHOOL PERSONNEL

Constructive criticism is welcome whenever it is motivated by a sincere desire to improve the quality of the educational program or to equip the school to do its tasks more effectively. If a complaint about a school employee is referred to the principal, the individual employee will be advised of the complaint and will be given an opportunity for explanation, comment and presentation of the facts as he or she sees them. A conference will be scheduled if any of the parties involved request such a meeting for clarification and a solution to the problem.

### Lunch Program

School lunch and breakfast are served daily (no breakfast will be served when there is a late start). Breakfast is served from 7:45AM to 8:10AM. Students arriving after 8:10 will not have time to eat a full breakfast. All five food groups are made available to the students with certain serving sizes. The two separate vegetable/fruit food items are offered from several choices. Parents and other family members are encouraged to join their child for breakfast and lunch.

The price for meals and milk is set annually by the Board of Education. Financial assistance is provided to families that apply and qualify (forms are available at the school office). Each breakfast and lunch meal is priced as a unit and students may take 3, 4 or 5 different items for the same price. All breakfasts and lunches are scanned as students and their guests go through the line. Entree seconds and extra milks are offered daily and charged accordingly. Students are to sign up for entree seconds during lunch count in the morning.

**CHILDREN ARE NOT PERMITTED TO LEAVE THE BUILDING OR SCHOOL GROUNDS DURING THE LUNCH PERIOD UNLESS PARENTS REQUEST SPECIAL PERMISSION.** Children may bring a **nutritional** lunch from home if they choose. Students who bring a lunch from home can purchase milk separately, if they desire.

The following guidelines help make mealtimes a more pleasant experience:

1. All students are expected to be orderly and respectful in the lunchroom.
2. Food may not be taken from the cafeteria.
3. Students who choose to eat a hot lunch may not bring extra food.
4. Students are required to take milk; if they are unable to drink milk, a written note from parents is required.
5. Students who are not able to abide by the cafeteria rules may be excluded from eating with their classmates for a period of time.

### **Protocol for Delinquent Lunch Accounts**

The Osceola lunch program is not required by state or federal law to provide a meal at no charge to students. Students and adults are expected to pay cash daily or pay in advance for all food purchases. It is the responsibility of the family to keep their lunch account up-to-date. We encourage parents/guardians to maintain their child's account throughout the school year, as not being able to charge can be embarrassing to your child and other students. Parents are responsible for all meals charged to their child's account. To ensure that students do not go hungry, but also to promote responsible student behavior and minimize the fiscal burden to the Osceola Hot Lunch Program, the District will operate under the following guidelines.

1. When a family's lunch balance is at zero or below, the students will receive an alternative lunch (one that still meets the requirements of the National School Lunch Program, such as a sandwich, milk and fruit, etc.) until the family account balance has sufficient funds to debit the account for meals. In an effort to work with parents/guardians whose family accounts are delinquent, it will be the parents/guardians responsibility to request alternative payment plans that will fit their particular situations. However, if the terms are not followed, collection agency and/or District Court action may be taken. **Communicating with the school is important!**
2. Students will not be permitted to purchase a la carte (extra) items if their family account is at \$0 or below.
3. Free and Reduced-Price Lunch Students
  - a. Free lunch status allows a child to receive one free breakfast and lunch every day. A la carte items are not part of the USDA program and may be charged only if the account balance is enough to cover the cost of the item.
  - b. Reduced-Price Meal status students will be subject to the same guidelines described in item 1 above. An alternative meal will be provided until the account has sufficient funds to debit the account for reduced priced meals. A la carte items are not part of the USDA program and will not be allowed to be charged if the account does not have sufficient funds.
4. Free or reduced lunch prices are available for families that qualify. If your financial circumstances have changed, or if you have simply never taken the time to complete the required paperwork to see if your family qualifies to receive a free or reduced lunch price, please take the opportunity to do so. The income guidelines, which are established annually by the Federal government, can be picked up at the Elementary Office. As federal dollars are used frequently for federal aid to schools, please check to see if your family qualifies for free or reduced price lunches then contact the school.
5. Adults will not be allowed to charge any meals or ala carte items causing their meal account to go into a deficit balance, unless prior arrangements have been made with lunch personnel.

### **Nondiscrimination Statement**

The United States Department of Agriculture's required nondiscrimination statement has been amended and reads as follows:

**“In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age or disability.**

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, Room 326-W, Whitten Building, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TTY). USDA is an equal Opportunity provider and employer.”

This institution is an equal opportunity provider.

### **EMERGENCIES IN CASE OF...**

#### **Fire Drills**

A continuous alarm is sounded. Walk, DO NOT RUN. Go to the correct exit explained by your teacher. Class groups must stay together.

#### **Tornado Drills**

A continuous siren over the intercom is sounded. Walk, DO NOT RUN. Go to the correct place explained by your teacher.

#### **Cancellation of School Due to Weather Conditions**

When severe weather closes school before the day begins, local radio stations and TV stations are the first to be contacted. When possible, announcements will be made on:

KLKN-TV	Channel 11	Lincoln
KOLN	Channel 10	Lincoln
KLIR	101.1 FM	Columbus
KZ100	100.3 FM	Central City

If possible, an automated message will be sent via the phone from School Reach.

#### **Emergency School Closing During the School Day**

Arrangements should be made in advance in the event of an emergency school closing during the school day. Please sit down with your child and discuss what your child is to do if children are sent home during the school day. Closing information will be made on the same stations as mentioned before. Also, an automated call will be launched to notify parents of closing, late starts, and early dismissals due to inclement weather.

### **INSURANCE**

Student Insurance is offered on a district wide basis. It is available for twenty-four (24) hour protection or just during school hours. Parents are encouraged to participate in this inexpensive insurance program if no other health insurance exists for family members.

### **MEDIA CENTER**

The media center (library) has a variety of learning materials available. These include: library books, periodicals, and reference books. All items checked out from the media center become the responsibility of the child and parents. The cost of items that are damaged, lost or not returned will be charged to the parents. Fines are .05 per day per book.

### **ASTHMA**

Students with **known** asthma should have the “Asthma Action Plan” and “Authorization for Administration of Medications at School” forms filled out and signed by their physician and parent and placed on file at the school yearly. These forms may be obtained at the school office.

The State of Nebraska has mandated the “Emergency Asthma and Anaphylaxis Protocol” in case of an emergency situation. Copies of this protocol may be obtained at the school office.

### **LEAVING THE SCHOOL GROUNDS**

After arriving at school, students are not to leave the school grounds without special permission from his/her parent or guardian. A student wishing to eat lunch outside of school must furnish the principal with a written authorization signed by the student's parent or guardian.

### CELEBRATIONS

There are two school parties during the school year: Halloween and Valentine's Day. These activities are limited to a short time during the school day. Snacks may be provided but THEY MUST BE PREPACKAGED. Birthday Treats will be handled the same way.

### PLAYGROUND RECESS PROCEDURES

Children learn to take turns, share and cooperate with each other during recess. Muscles and muscle coordination are also developed through play activities.

Guidelines for behavior and usage of equipment are provided to teach children how to have fun in a safe way.

#### Playground Rules:

1. Students are expected to follow the directions of the playground supervisor.
2. Each child should respect school property, materials and equipment.
3. Baseballs and baseball bats are not permitted.
4. Snow and objects other than balls are not to be thrown.
5. Tackle football is not permitted.
6. Fighting, pushing, kicking and hitting are not permitted.
7. Profane language or indecent conduct will not be tolerated.

### SPECIAL SERVICES

#### Title 1 Parent Involvement Policy

The District's Title I Parental Involvement Policy is established in compliance with the ESSA. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

Expectations for Parental Involvement: It is the expectation of the District that parents of participating children will have opportunities available for parental involvement in the programs, activities, and procedures of the District's Title I program. The term "parental involvement" means the participation of parents in regular, two-way, and meaningful communication involving student academic learning and other school activities, including ensuring—(A) that parents play an integral role in assisting their child's learning; (B) that parents are encouraged to be actively involved in their child's education at school; (C) that parents are full partners in their child's education and are included, as appropriate, in decision making and on advisory committees to assist in the education of their child; and (D) the carrying out of other activities, such as those described in this parental involvement policy. The District intends to meet this expectation through the following activities:

1. Involving parents in the joint development of the District's Title I plan and the processes of school review and school improvement.
2. Providing coordination, technical assistance, and other support necessary to assist participating schools in planning and implementing effective parental involvement activities to improve student academic achievement and school performance.
3. Building the schools' and parents' capacity for strong parental involvement.
4. Coordinating and integrating parental involvement strategies under Title I with parental involvement strategies under other programs.
5. Conducting, with the involvement of parents, an annual evaluation of the content and effectiveness of the parental involvement policy in improving the academic quality of the schools served under the Title I program, including identifying barriers to greater participation by parents in Title I programs, with particular attention to parents who are economically disadvantaged, are disabled, have limited English proficiency, have limited literacy, or are of any racial or ethnic minority background, and use the findings of such evaluation to design strategies for more effective parental involvement, and to revise, if necessary, the parental involvement policies of the District.
6. Involving parents in the activities of the schools served under Title I.

## **Combined District and School Title I Parent and Family Engagement Policy**

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

### **In General**

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

Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.

Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.

Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.

Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.

Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.

Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.

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

### **School Wide Parent, Student and Teacher Compact**

#### **Parent/Caring Adult:**

I understand that my participation in my child's education will help his/her achievement and attitude. I agree to carry out the following responsibilities:

- Communicate with child and school
- Read to and listen to children read
- Provide place, time, materials and assistance for homework

#### **Student:**

- Believe I can and will learn
- Demonstrate responsibility to being prepared and completing assignments
- Show respect and pride for self, school and others

#### **Teachers:**

- Maintain open lines of communication between school and family
- Communicate expectations clearly
- Help each student reach full potential

- The school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment to enable students to meet the challenging state standards
- That the school give opportunities to volunteer and participate in child's class, and observe classroom activities, and ongoing communication between teachers and parents

#### **Student Assistance Team (S.A.T.)**

Any student with social or academic difficulties may be referred to the S.A.T. Parents may request a referral by contacting and consulting with their child's teacher. The S.A.T. consists of a designated S.A.T. Coordinator, classroom teacher(s), and an administrator. Others, such as the resource teacher may be called on for assistance as well. The parent is encouraged to attend and be a part of the team. The student may also be part of the team.

The purpose of the S.A.T. is to gather relevant information, including the identification of specific concerns and the student's strengths. It is a team problem solving process with the goal of developing strategies to help the student.

The team meets as needed following the implementation of the plan and reviews and evaluates the student's progress as stated in the plan. If a student needs additional help, they may be referred to a Multidisciplinary Team for further testing.

#### **Resource Program**

The resource program provides special services for students who have been identified with a disability according to Rule 51. The resource teacher works collaboratively with parents and regular education teachers in providing an appropriate program for students with special needs. Each student has an I.E.P. (Individual Education Program) which contains individual goals and objectives for the school year. It is a priority of the entire staff to assure that the resource program will be inclusionary in meeting the individual, academic, and social needs of students.

#### **Speech and Hearing Services**

A licensed Speech and Language pathologist evaluates children referred for possible speech or hearing problems.

Therapy language sessions address problems with articulation, delayed language, cleft palate, voice, stuttering and hearing loss. The students have an I.E.P. (Individual Education Program) that is written by the multidisciplinary team (including teachers and parents). The speech and language pathologist may work with the students individually, in groups, or within the regular classroom.

#### **Guidance Services**

A guidance counselor is available as consultants to parents and educators. Individual counseling services are available to students.

#### **Multi-Tier System of Supports (MTSS)**

At Osceola Public schools we strive to make all students successful. We have implemented a Multi-Tier System of Supports (MTSS) for all of our students. We have time built into our school day for all students to receive extra practice, enrichment, or silent reading time. If a student is struggling with a skill, they may be pulled from class during that time for small group or one-on-one assistance in the area that needs additional attention. We are also going to utilize before school time for MTSS. MTSS is a regular education function. MTSS benefits all of our students.

### **TRANSPORTATION**

#### **Bus Riders**

Riding the bus to and from school and field trips is a **privilege** provided to children by the school district. Children are expected to be at their bus stops on time and to behave in a proper manner. The following rules help ensure the safe transportation of students on school buses:

1. Children should be waiting at their assigned stop when the school bus arrives. If a child is late, the driver will wait for a very short time.
2. Upon entering the bus, children go immediately to their assigned seats and sit down.
3. No child shall stand or move from place to place after entering the bus.
4. Children will be respectful of others in their words and actions.
5. Loud, boisterous or profane language or indecent conduct will not be tolerated.
6. Windows and doors are opened and closed only with permission from the bus driver.

7. Riders may enter or leave the bus only after it has come to a complete stop and the driver has opened the door.
8. Food, candy and beverages may be consumed on the bus with the driver's approval. If a student has an open beverage bottle or can on the bus, they are accountable for any messes made.
9. Students should not mark or deface the bus or any of its equipment.

Children will not be denied the privilege of riding the school bus as long as they follow the rules and regulations that have been established. However, if a child does not cooperate with the bus driver, the following steps will be taken:

1. The bus driver will give the child a verbal warning.
2. The bus driver will inform the parents (by telephone or in writing using a bus conduct form) and a plan for improvement will be developed with the assistance of the building principal.
3. If the problem is not resolved, the bus driver will recommend to the school principal that the child be suspended from riding the bus. The principal has sole responsibility for suspension.

Any variations in the bus routes will be noted to parents through the driver or letter from the school.

The buses are run for all the students on your route. **Parents should call a day before, if possible, if the student is not going to ride, or if a student is to be added to the route.**

#### Non-Bus Riders

Children who do not ride the bus to school and who do not plan to eat breakfast, should arrive at school no earlier than 8:00 AM.

It is helpful when parents emphasize pedestrian and bicycle safety to and from school. Children should never accept rides from strangers.

The school will not be held responsible for any damage to or theft of bicycles. Upon reaching the school property, children should walk their bicycles on the sidewalk and immediately place their bicycles IN THE BICYCLE RACKS.

Students should be picked up promptly after school is dismissed. After school transportation plans should be communicated to school personnel in writing.

We ask for your help in urging your child to please stay off private property on their way to and from school.

#### TELEPHONE USE AND/OR ADDRESS CHANGE

It is important for your child to be responsible. Children will be permitted to use the telephone if they forget things; it will be the parent's decision as to whether circumstances merit bringing requested items to school.

**Please notify the school if your telephone or address has been changed. This request is for your family's protection should an emergency arise. Please be sure the office has a second emergency name and phone number, in case you cannot be reached.**

#### Cell Phones and other electronic devices

The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.

Students must keep their electronic devices turned off and out of sight during the school day. These include but are not limited to cell phones, Ipods, DSi's, etc... Exceptions to this rule must be approved by the principal and/or teacher in advance. Students who violate this rule will have their device turned into the principal's office with the following consequences.

- |                                |  |
|--------------------------------|--|
| <b>1<sup>st</sup> Offense:</b> | Device is taken to the office, parents are called and students may pick it up after school.  |
| <b>2<sup>nd</sup> Offense:</b> | Device is taken to the office, parents are called and a parent must pick up the device at the office between 7:30 am and 4:30 pm.  |
| <b>3<sup>rd</sup> Offense:</b> | The parents will be notified of the violation. The device will be held for five school days. The parent, student and principal will have a conference at the end of the five days. The parent will pick up the device between 7:30 am and 4:30 pm after the five school days.          |
| <b>4<sup>th</sup> Offense:</b> | The parents will be notified of the violation. The device will be held for ten school days. The parent, student and principal will have a conference at the end of the ten days. The parent will pick up the device between 7:30 am and 4:30 pm after the ten school days.             |
| <b>5<sup>th</sup> Offense:</b> | The parents will be notified of the violation. The device will be held for fifteen school days. The parent, student and principal will have a conference at the end of the fifteen days. The parent will pick up the device between 7:30 am and 4:30 pm after the fifteen school days. |
| <b>6<sup>th</sup> Offense</b>  | and all offenses after, the parents will be notified of the violation. The device will be held for thirty school days. The parent, student and principal will have a conference at the end of the thirty   |

days. The parent will pick up the device between 7:30 am and 4:30 pm after the thirty school days.

### **TEXTBOOK DAMAGE**

Children will be fined for damaged or lost textbooks, library books, or school furnished supplies.

### **VISITORS**

Families are encouraged to contact school and/or confer with teachers or the principal concerning the academic and social progress of their child. If parents need a conference, please call ahead or check with the teacher to schedule a specific time. For this to be a positive visit for parents, teachers and students, please plan to monitor your younger child or children to avoid distractions that interfere with student learning. If the students are taking a standardized test and need a totally distraction free setting, the teacher may ask the parent to schedule another time for the visit.

### **SMOKE FREE ENVIRONMENT**

Osceola Public Schools maintains a smoke free environment. Smoking is not permitted on school grounds or in school buildings.

### **STUDENT FEES POLICY**

The Board of Education of Osceola Public Schools adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution and state and federal law. This generally means that the District's policy is to provide free instruction for courses which are required by state law or regulation and to provide the staff, facility, equipment, and materials necessary for such instruction, without charge or fee to the students.

The District does provide activities, programs, and services to children which extend beyond the minimum level of constitutionally required free instruction. Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. The District's general policy is to continue to encourage and, to the extent permitted by law, to require such student and parent contributions to enhance the educational program provided by the District.

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the 2016-2017 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

(1) Guidelines for non-specialized attire required for specified courses and activities. Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

The District will provide or make available to students such safety equipment and attire as may be required by law, specifically including appropriate industrial-quality eye protective devices for courses of instruction in vocational, technical, industrial arts, chemical or chemical-physical classes which involve exposure to hot molten metals or other molten materials, milling, sawing, turning, shaping, cutting, grinding, or stamping of any solid materials, heat treatment, tempering, or kiln firing of any metal or other materials, gas or electric arc welding or other forms of welding processes, repair or servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiations, or other similar hazards. Building administrators are directed to assure that such equipment is available in the appropriate classes and areas of the school buildings, teachers are directed to instruct students in the usage of such devices and to assure that students use the devices as required, and students have the responsibility to follow such instructions and use the devices as instructed.

(2) Personal or consumable items & miscellaneous

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.

(b) Courses

(i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

(ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardians will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.

(iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.

(iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.

(v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject to payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.

(3) Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2009-2010 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

(5) Postsecondary education costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.

(6) Transportation costs. Students are responsible for fees established for transportation services provided

by the District as and to the extent permitted by federal and state laws and regulations.

(7) Copies of student files or records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the student's files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.

(8) Participation in before-and-after-school or pre-kindergarten services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.

(9) Participation in summer school or night school. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.

(10) Breakfast and lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.

(11) Waiver Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(12) Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(13) Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

#### **NOTICE CONCERNING STAFF QUALIFICATIONS**

The ESSA gives parents the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Osceola Public Schools will give parents the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher and the field of discipline of the certification or degree.

We will also, upon request, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Osceola Public Schools will give timely notice if your child has been assigned or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the Act.

## GRIEVANCE PROCEDURE

A grievance should be presented in writing to:

Level 1: The Principal or counselor who should schedule with the grievant for an informal discussion of said grievance. It is expected that many grievances may be resolved at this level. The principal or counselor must hold a conference within five (5) school days' time of the date of filing.

Level 2: If a grievant is not satisfied with the resolution made at level one, the grievant may appeal in writing to the Superintendent for an informal conference and discussion of said grievance. The grievance may be represented at the conference with the Superintendent by any adult, but the grievant must be present to elaborate on the grievance at the given time and place of the conference. Failure to appear at the appointed time and place effectively waives the grievant's right to the conference provided by the school, unless extenuating circumstances make it impossible for the grievant to appear.

Level 3: If a grievant is not satisfied with the resolution made at level two, the grievant may appeal to the Board Of Education for an informal conference and discussion of said grievance. The decision at this level is considered final within the school structure.

[Ref. 79-2,118-79-2,123]

**The Administration retains the right and privilege to issue penalties for acts of discipline not specifically stated in the Jeffrey Elementary Student Handbook and to alter any penalties as they consider necessary. Furthermore, the administration reserves the right to amend any provision in the Handbook which they deem to be in the best interest of the student's educational process.**

## ANTI-BULLYING POLICY

The Osceola Public Schools Board of Education prohibits acts of harassment or bullying. The Board of Education has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide a positive example for student behavior.

“Harassment or bullying” is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, personal digital assistant (pda), or wireless handheld device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristics. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

“Harassment” is conduct that meets all of the following criteria:

- is directed at one or more pupils;
- substantially interferes with educational opportunities, benefits, or programs of one or more pupils;
- adversely affects the ability of a pupil to participate in or benefit from the school district's educational programs or activities because the conduct, as reasonably perceived by the pupil, is so severe, pervasive, and objectively offensive as to have this effect; and,
- is based on a pupil's actual or perceived distinguishing characteristic (see above), or is based on an association with another person who has or is perceived to have any of these characteristics.

“Bullying” is conduct that meets all of the following criteria:

- is directed at one or more pupils;
- substantially interferes with educational opportunities, benefits, or programs of one or more pupils;
- adversely affects the ability of a pupil to participate in or benefit from the school district's educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing emotional distress; and,
- is based on a pupil's actual or perceived distinguishing characteristic (see above), or is based on an association with another person who has or is perceived to have any of these characteristics.

The Osceola Public Schools Board of Education expects students to conduct themselves in a manner in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students, school staff, volunteers and contractors.

The Osceola Public Schools Board of Education believes that standards for student behavior must be set cooperatively through interaction among the students, parents and guardians, staff, and community members of the school district, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for district and community property on the part of students, staff, and community members.

The Osceola Public Schools Board of Education believes that the best discipline is self-imposed, and that it is the responsibility of staff to use disciplinary situations as opportunities for helping students learn to assume responsibility and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to *prevent* discipline problems and encourage students' abilities to develop self-discipline.

Since bystander support of harassment or bullying can support these behaviors, the district prohibits both active and passive support for acts of harassment or bullying. The staff should encourage students to constructively attempt to stop a bully's actions or report the incident to school officials.

The Osceola Public Schools Board of Education requires its school administrators to develop and implement procedures that ensure *both* the appropriate consequences *and* remedial responses to a student or staff member who commits one or more acts of harassment or bullying.

#### *Factors for Determining Consequences*

- Age, development, and maturity levels of the parties involved
- Degree of harm
- Surrounding circumstances
- Nature and severity of the behavior(s)
- Incidences of past or continuing pattern(s) of behavior
- Relationship between the parties involved
- Context in which the alleged incident(s) occurred

#### *Factors for Determining Remedial Measures*

##### *Personal*

- Life skill competencies
- Experiential deficiencies
- Social relationships
- Strengths
- Talents
- Traits
- Interests
- Hobbies
- Extra-curricular activities
- Classroom participation
- Academic performance

##### *Environmental*

- School culture
- School climate
- Student-staff relationships and staff behavior toward the student
- General staff management of classrooms or other educational environments
- Staff ability to prevent and de-escalate difficult or inflammatory situations
- Social-emotional and behavioral supports
- Social relationships
- Community activities
- Neighborhood culture
- Family situation

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment or bullying may range from positive behavioral interventions up to and including suspension or expulsion, in the case of a student, or suspension or termination in the case of an employee, as set forth in the Board of Education's approved code of student conduct or employee handbook.

Consequences for a student who commits an act of harassment or bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the development age of the student, and the student's history of problem behaviors and performance, and must be consistent with the Board of Education's approved code of student conduct. Remedial measures shall be designed to: *correct the problem behavior*; *prevent another occurrence* of the behavior; and *protect the victim* of the act.

The Osceola Public Schools Board of Education requires the principal and/or the principal's designee at each school to be responsible for receiving complaints alleging violation of this policy. All school employees are required to report alleged violations of this policy to the principal or the principal's designee. All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy. Reports may be made anonymously, but formal disciplinary action *may not* be based solely on the basis of an anonymous report.

The Osceola Public Schools Board of Education requires the principal and/or the principal's designee to be responsible for determining whether an alleged act constitutes a violation of this policy. The administration will investigate all claims of harassment in a timely manner.

The Osceola Public Schools Board of Education prohibits reprisal or retaliation against any person who reports an act of harassment or bullying. The consequences and appropriate remedial action for a person who engages in reprisal or retaliation shall be determined by the administrator after consideration of the nature, severity, and circumstances of the act.

The Osceola Public Schools Board of Education prohibits any person from falsely accusing another as a means of harassment or bullying. The consequences and appropriate remedial action for a *person* found to have falsely accused another as a means of harassment or bullying may range from positive behavioral interventions up to and including suspension or expulsion.

The Osceola Public Schools Board of Education requires school officials to annually disseminate the policy to all school staff, students, and parents, along with a statement explaining that it applies to all applicable acts of harassment and bullying that occur on school property, at school-sponsored functions, or on a school bus. The chief school administrator shall develop an annual process for discussing the school district policy on harassment and bullying with students and staff.

The school district shall incorporate information regarding the policy against harassment or bullying into each school employee-training program and handbook.

## **BOARD POLICY** **STUDENT DISCIPLINE**

### Student Discipline

- A. Development of Uniform Discipline System. It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.
1. Short-Term Suspension: Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
- a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
  - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
  - b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
  - c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
  - d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.
  - e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
3. Expulsion:
- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
  - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
  - c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.

- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequences of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee’s designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.

2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive devices, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in expulsion regardless of the time or location of the offense if the conduct creates or has the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such a one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring a firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having a firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such a plan shall require that such items will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

Hearing Procedure:

- a. Hearing Officer. The hearing officer shall be any person designated by the superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
- b. Administrative Representative. The principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
- c. Notice of Hearing. If a hearing is requested within five (5) school days of receipt of the notice, the hearing officer shall, within two (2) school days after being appointed, give written notice to the administrative representative, and the student and the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five (5) school days after it is requested. No hearing shall be held upon less than two (2) school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
- d. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the

hearing officer may continue the hearing upon any good cause.

- e. Access to Records. The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the schools at any reasonable time prior to the hearing.
- f. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit or other reliable form, of persons having information about the student's conduct and the student's records. Such statements and records are to be made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or representative, administrative representative, or the hearing officer shall have the right to question witnesses giving information at the hearing. The student may testify in the student's own defense in which case the student shall be subject to cross-examination. The student may choose not to testify and, in such a case, will not be threatened with punishment or later be punished for refusal to testify. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case.  
A single hearing may be conducted for more than one (1) student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.
- g. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.
- h. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
- i. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the superintendent written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendations may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
- j. Review by Superintendent. The superintendent shall review the findings and recommendations of the hearing officer and may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. The superintendent may not impose a more severe sanction than that imposed by the hearing officer.
- k. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the superintendent shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice, the determination of the superintendent shall take immediate effect.
- l. Appeal to Board. The student, student's parents or guardian may, within seven (7) school days following the receipt of the superintendent's decision, submit to the superintendent of schools a written request for a hearing before the Board of Education.

- m. Review by Board of Education. Upon receipt of the request for review of the superintendent's determination, the Board of Education or a committee of not less than three (3) members shall, within ten (10) school days, hold a hearing on the matter. Such hearing shall be made on the record except

that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The Board may alter the superintendent's disposition of the case if it finds the superintendent's decision to be too severe, but it may not impose a more severe sanction. The designated method of giving public notice of the hearing, if required, shall be by posting on the schoolhouse door or on the door to the hearing room.

The final decision of the board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

**B. Use of Corporal Punishment**

Corporal punishment is not to be used as a form of discipline. Physical force may be used against a student only for the following reasons, and in all events only such force as is reasonably necessary may be used:

1. Protection of the staff member;
2. Protection of other students or property from the student;
3. Removal of the student from a situation that endangers the student, other persons, or property.

**C. Law Violations**

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.
3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it is the District's policy to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - (a) Knowingly possessing illegal drugs or alcohol.
  - (b) Aggravated or felonious assault.
  - (c) Vandalism resulting in significant property damage.
  - (d) Theft of school or personal property of a significant nature.
  - (e) Automobile accident.
  - (f) Any other behavior which significantly threatens the health or safety of students or other persons, and such other offenses which are required to be reported by law.

When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

**D. Building Entry and Movement**

Students involved in special activities before 8:00 a.m. or after 4:00 p.m. must be accompanied by a sponsoring teacher or designated individual and be in a definite designated area. If a student needs to enter the building prior to 8:00 a.m. and will not be under the direct supervision of a teacher sponsor, the student must stay in the front entrance area. Failure to do so will be referred to the Principal.

During school time students may be permitted to leave the classroom or study hall for specific purposes. A pass signed by a teacher is required. Each teacher will maintain a sign out sheet in their room.

**E. Respect for Persons and Property**

Students are expected to exhibit responsibility by showing respect for persons and property. Students also have

responsibility neither to take nor damage the property of other students, school personnel or the District. Students may be asked to provide restitution for damages caused by acts of vandalism. Law enforcement officials may be contacted.

F. **Tobacco/Alcohol and Other Drugs**

As a participant in Toward a Drug Free Nebraska Program, certain training levels and standards are present in the District's policies. A comprehensive, age-appropriate, developmentally based, alcohol and other drug education and prevention program for all students in all grades is in place. The education and prevention program includes information on the legal, social, and health consequences of alcohol and other drug use. The program includes teaching students effective techniques for resisting peer pressure to use alcohol and other drugs.

The District takes the position that the use of illicit drugs and the unlawful possession and use of alcohol is illegal and harmful. This policy will be revised biennially to 1) determine program effectiveness and implement any necessary changes, and 2) to ensure that the policy sanctions are consistently enforced.

Appropriate disciplinary sanctions and educational measures shall be imposed when any student is found to be in violation of school policy relating to the possession, (including "under the influence") use, sale, manufacture or distribution of alcohol, tobacco, (including smokeless tobacco) controlled substances, or "look-alikes," on school property, at school sanctioned activities, (either on school property or at other community sites), or when being transported in vehicles dispatched by the school district.

Legal Source: Neb. Rev. Stat. Sections 79-254 to 79-296