

Agenda

1. Call To Order
Speaker(s): Board President
2. Pledge of Allegiance
Speaker(s): Board President
 - 2.1. Roll Call - Excuse Board Members not in attendance
Speaker(s): Board President
3. Public Comment Sign In Procedure
 - 3.1. Public Comment
4. Consent Agenda (Action)
Speaker(s): Board President
5. Board Development and Communication
 - 5.1. Board Members' Update
6. Superintendent's Report
Speaker(s): Superintendent
 - 6.1. Government Relations Update
Speaker(s): Dr. Mark Adler
 - 6.2. 2020/2021 District Budget Overview
Speaker(s): Mr. Jason Buckingham
 - 6.3. Local Union 226 Negotiated Agreements for Food Service Workers and Operations and Maintenance Workers
Speaker(s): Mr. Jason Buckingham
 - 6.4. RPS Return to Learn Protocol (DRAFT)
Speaker(s): Dr. Mark Adler
 - 6.5. NASB Updates and Information
Speaker(s): Dr. Jay Irwin
 - 6.6. Enrollment Update
Speaker(s): Dr. Mark Adler
7. Standards Based School Improvement
8. Policy Review--2020-2021 Board Policy Update
9. Executive Session Disclosure
10. Pre-Adjournment Information and Activities
 - 10.1. Announcements
 - 10.2. Board of Education Supplemental Meeting Information
 - 10.3. Future Board Calendar
11. Adjourn

2009 Public Participation at Board Meetings

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

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

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

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

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

Ralston Board of Education Public Comment Procedures

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

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

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

Public Participation at Board Meetings Form

**Ralston Board of Education
PUBLIC COMMENTS**

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

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

PLEASE PRINT

Name _____ Date _____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

Board of Education Regular Meeting
8545 Park Dr.
Omaha, Nebraska

In accordance with official COVID-19 guidelines from local government and health officials, to limit the number of people in a single space, the June 8, 2020 Board of Education Meeting was held online via a ZOOM Conference Meeting.

Monday, June 8, 2020 6:00 PM

Roll Call

The regular meeting of the Board was called to order at 6:00 pm. In addition to the six board members, those in attendance included Dr. Mark Adler, Dr. Mike Rupperecht, Mr. Jason Buckingham, Dr. Cecilia Wilken, Mrs. Melissa Stolley, Mr. Jim Frederick and Mrs. Marci Carroll.

Consent Agenda

Consent agenda items include minutes from the May 11th meeting; May Financial Reports, May bills in the amount of \$276,644.45 for the General Fund, and \$55,328.83 for the Special Building Fund. Prior to the meeting Robin Richards and Jay Irwin reviewed the bills.

Recommend the following teachers be hired for the 2020-21 school year:

Kellie Prather - Karen Western 1st/2nd. BA-UNK; working on MA at Doane. Previous Experience: Westside Community Schools 2013-15; Grand Island Public Schools 2008-12.

Jeanne-Marie Krebsbach - Blumfield SPED. BA -UNL; MA-Doane. Previous Experience: Boys Town 2018-20; OPS 2017-18; Lincoln Public Schools 2016-17.

Financial Update

While providing a review of the financials, Mr. Buckingham talked about how the District is in a good position with its Bond Fund. In December of 2020, our most recent bonds in this fund become callable, meaning the bonds can be paid off by the issuer prior to the bonds' maturity date. It has been the decision of the Board to save funds in this account to allow for a faster payoff of the bonds once they become callable, and to save our taxpayers money on interest payments.

The District plans to use the funds in this account, currently at \$4.7 million, to pay off the last two years it owes on the bond payment. This financial decision has also been used for the Quality Capital Purpose Undertaking Fund (QCPUF). When this fund becomes callable, the District should have enough funds to pay off the outstanding bonds. This decision by the Board keeps the District in good financial standing and saves the taxpayers quite a bit of money.

Stadium Update

During the Consent Agenda discussion, Mr. Jason Buckingham provided an update to the Ralston High School track and field replacement project. He reviewed the project details outlining how it will include the replacement of the running track's existing asphalt with a new asphalt and rubber surface. Mr. Buckingham also mentioned the playing field will

be replaced with a crushed rock base and new synthetic turf field surface, and an increased amount of drainage was installed under the field and track in order to get the drainage set up to where it flows out properly.

Mr. Buckingham mentioned to the Board there was a little more work on the underground drainage system than originally planned but the contractors have finished the underground work and can now focus on laying asphalt, concrete and fly ash.

Mr. Buckingham said even though the project was able to start earlier there have been some unforeseen circumstances causing some slowdowns on construction. Overall, he said even though the track surface may not be fully installed by the fall, the construction crew should have the playing field surface ready for football season.

Motion to approve Consent Agenda made by Mary Roarty and seconded by Liz Kumru.

Mrs. L. Richards: Yes
Mrs. R. Richards: Yes
Dr. Irwin: Yes
Mrs. Johnson: Yes
Ms. Roarty: Yes
Mrs. Kumru: Yes

Board Comments

Liz Kumru enjoyed her front-row seat to Mockingbird's End of Year Celebration Parade. She loved seeing all the teachers waving and cheering on their students. She also provided information for a school fundraising program through the Coca-Cola Company.

Robin Richards appreciated all of the celebrations our schools held to end the school year on a high note. Ms. Richards also thanked teachers for starting the home visit process virtually this year.

Dr. Jay Irwin provided information regarding a legislative listening forum he attended at the Scott Conference Center, focusing on racial equity in Nebraska.

Mary Roarty thanked Dr. Adler and the Administrative Team for their leadership during these unprecedented times due to the COVID-19 pandemic.

Linda Richards shared her appreciation to all teachers for their hard work and for starting the home visit program early this summer.

Heather Johnson thanked everyone who assisted with the Senior Honor Cruise Night and also to the Food Service team for continuing to distribute meals to our families.

Superintendent's Report

Dr. Adler did not provide an official report.

2020-21 School Lunch Prices

Mr. Jason Buckingham stated federal regulations require school districts to review school lunch prices on an annual basis. In our review to the Board of Education, he outlined Ralston Public School's current breakfast and lunch prices for elementary, middle, and high school students.

As a way to give some additional context to this review process, Mr. Buckingham provided Board members a chart detailing meal prices over the past nine years. He stated the proposed price increases from the federal government affects families who pay full price for their meals. It will not affect families who are on the free/reduced meal program. The USDA provides a compliance mandate which requires meal prices to increase slightly for the upcoming year. The Board members discussed several options and will hold off on making a final decision until the Student Fees hearing in July.

2020-21 Student Fees List

Each year, the Board of Education conducts a public Student Fees hearing at a board meeting. This hearing allows families to provide input regarding fee charges to elementary, middle, and high school students.

Mr. Buckingham outlined the proposed fee list for the 2020-2021 school year. The proposed fee list is similar to previous years with the addition of a technology fee to cover the cost of self-insuring the laptops students will receive through the 1:1 Technology Initiative. This fee will be waived for families who qualify for the free/reduced lunch program. The Student Fees hearing will be before the July 13th Board of Education Meeting. It will then be up for approval by the Board during their regular meeting.

RPS Return to Learn Protocol

Dr. Adler shared a draft version of the District's preliminary Return to Learn protocol for the 2020-2021 school year. RPS is using the Nebraska Department of Education's Launch Nebraska website as a guide to learn best practices and stay informed on the regulations set forth by local, state, and national governmental agencies.

The hope is to start the year on time with 100% student population in the classrooms. This depends on the health status of our community. District Administration has been working with local health officials and other area school districts to develop return to learn options to keep our students and staff safe. The District is also investing in PPE materials such as masks and hand sanitizer. Additional details for lunchroom protocol, bus seating, and routes, and extracurricular activities will soon be determined. The Administration team will continue to discuss all options. Information will be distributed to staff and families in a timely manner.

COVID-19 (Coronavirus) Response Update

Dr. Adler provided a brief recap of the Ralston Public Schools response to COVID-19:

- Graduation

- Virtual graduation June 20th at 2 pm on Cox YURview Channel 13
- Potential In-person Graduation on July 20th at Ralston Arena

- RHS Summer School

- Offered for students entering grades 9-12
- Session 1 will run from June 1 – July 1
- Session 2 is scheduled for July 6 – 31.
- Classes will be conducted through Zoom and Google Classroom. Classes will be a combination of online face to face time and individual time to work.

- The Bridge to Middle School program has been cancelled

- Jump Start program has been cancelled

- Home visits will be held this summer virtually via phone calls and Zoom.

- Heart of Learning Banquet has been postponed and will be rescheduled for the fall.

- Kindergarten orientation is scheduled for August 7, 2020.

- Pre-K screenings will be held in July.

Government Relations Update

Discussion currently revolves around the decrease in state revenue and property tax relief. Mrs. Linda Richards stated that the Nebraska State Legislature is scheduled to officially resume on July 20th.

NASB Update

Dr. Irwin stated there is no official update.

Enrollment Update

Enrollment numbers are remaining fairly static. The numbers will be updated to reflect the new 2020-21 school year in July.

SCHOOL BASED SCHOOL IMPROVEMENT

Commercial Lawn Mower Purchase

The board voted to approve the purchase of a new lawn mower from J & J's Small Engine. Motion by Jay Irwin and seconded by Mary Roarty.

Ms. Roarty: Yes

Dr. Irwin: Yes

Mrs. R. Richards: Yes

Mrs. Kumru: Yes

Mrs. Johnson: Yes
Mrs. L. Richards: Yes

POLICY REVIEW

No policies were reviewed.

Adjournment

The board voted to adjourn at 8:28 pm with a motion by Linda Richards and seconded by Jay Irwin.

Mrs. Johnson: Yes
Mrs. R. Richards: Yes
Ms. Roarty: Yes
Mrs. L. Richards: Yes
Mrs. Kumru: Yes
Dr. Irwin: Yes

The next regular meeting will take place online via a Zoom Conference Meeting on Monday, June 22, 2020, at 6:00 pm.

Mrs. Heather Johnson, President

Mrs. Liz Kumru, Secretary



Board of Education Legislative Goals 2019/2020

Ralston Public Schools Non-negotiables

- RPS will continue to cultivate a systems thinking approach to all school business and operations through our defined strategic planning process.
- RPS will continue to provide the programs and services that support the defined strategic priorities as well as AdvancED School Improvement (Cognia) and District Communications.
- RPS will continue to refine and grow our academic programs to meet the needs of all of our students.
- RPS will continue to deliver outstanding activity programs to allow our students a well rounded school experience.
- RPS will continue to evaluate the effectiveness and efficiency of all programs and services to meet the demands of a changing society.
- **RPS will refine and grow our outreach programs and service expectations to all stakeholders to include a focus on Social Emotional Learning**
- RPS will continue to offer a rich variety of research based instructional programs and curricular offerings to meet the needs of all learners.
- RPS will research and identify further opportunities and initiatives to help all of our students to be college or career ready.

Board of Education Legislative Goals

- Continued emphasis that our students and education are a priority in Nebraska as well as advocate for local control and decision making.
- Continued emphasis of State Equalization Aid (TEEOSA) and the infusion of further dollars into the aid formula.
- Oppose tax cuts that endanger any part of the State's revenue stream.
- Monitor any legislation that adjusts property valuation.
- Increase Special Education Funding.
- Continue to support and enhance Learning Community Programs that serve at-risk and diverse student populations in Ralston and within the Metro Area.
- Support legislation or the infusion of more funding for early childhood programs specifically programs serving students in high poverty high need areas. This may include the adjustment of the needs formula for pre-school students within TEEOSA
- Encourage further adjustments to the needs formula within TEEOSA specifically ELL and poverty. Are the current needs calculations in these areas addressing the increasing needs students and schools encounter?
- Support systems, initiatives, and funding options to cultivate additional opportunities to enhance college and career readiness specifically in vocational or certification focused areas.
- **Advocate for targeted programs and funding that support the "Whole Child" as it relates to students' social, emotional, and physical well being. (SEL)**
- Oppose any legislation that advances any initiative addressing charter schools or voucher systems that reduce funding and opportunities for public schools.

TENTATIVE* 2020 Legislative Session

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

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

Sun	Mon	Tues	Wed	Thur	Fri	Sat
March						
1	2 RECESS	3 DAY 33	4 DAY 34	5 DAY 35	6 DAY 36	7
8	9 DAY 37	10 DAY 38	11 DAY 39	12 DAY 40	13 RECESS	14
15	16 RECESS	17 DAY 41	18 DAY 42	19 DAY 43	20 DAY 44	21
22	23 DAY 45	24 DAY 46	25 DAY 47	26 DAY 48	27 RECESS	28
29	30 RECESS	31 DAY 49				

Sun	Mon	Tues	Wed	Thur	Fri	Sat
April						
			1 DAY 50	2 DAY 51	3 DAY 52	4
5	6 DAY 53	7 DAY 54	8 DAY 55	9 DAY 56	10 RECESS	11
12	13 RECESS	14 DAY 57	15 DAY 58	16 DAY 59	17 RECESS	18
19	20 RECESS	21 RECESS	22 RECESS	23 DAY 60	24	25
26	27	28	29	30		

Federal & State Holidays

January 20 – Martin Luther King Jr. Day
February 17 - Presidents' Day

Legislative Recess Days

January 17
February 7, 14, 28
March 2, 13, 16, 27, 30
April 10, 13, 17, 20, 21, 22

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

2020 LEGISLATIVE COMMITTEES

Committee on Committees Final Report Standing Committees

Updated 1/1/20

Agriculture (8)

Rm. 1524 - Tuesday

Halloran (C), Brandt (VC), Blood, Chambers, Hansen, B., Lathrop, Moser, Slama

Appropriations (9)

Rm. 1003 – Monday, Tuesday, Wednesday, Thursday, & Friday

Stinner (C), Bolz (VC), Clements, Dorn, Erdman, Hilkemann, McDonnell, Vargas, Wishart

Banking, Commerce and Insurance (8)

Rm. 1507 - Monday & Tuesday

Williams (C), Lindstrom (VC), Gragert, Howard, Kolterman, La Grone, McCollister, Quick

Business and Labor (7)

Rm. 1524 - Monday

Hansen, M. (C), Hansen, B. (VC), Chambers, Crawford, Halloran, Lathrop, Slama

Education (8)

Rm. 1525 - Monday & Tuesday

Groene (C), Walz (VC), Brewer, Kolowski, Linehan, Morfeld, Murman, Pansing Brooks

General Affairs (8)

Rm. 1510 - Monday

Briese (C), Lowe (VC), Arch, Blood, Brandt, Hunt, Moser, Wayne

Government, Military and Veterans Affairs (8)

Rm. 1507 - Wednesday, Thursday, & Friday

Brewer (C), La Grone (VC), Blood, Hansen, M., Hilgers, Hunt, Kolowski, Lowe

Health and Human Services (7)

Rm. 1510 - Wednesday, Thursday, & Friday

Howard (C), Arch (VC), Cavanaugh, Hansen, B., Murman, Walz, Williams

Judiciary (8)

Warner Chamber - Wednesday, Thursday, & Friday

Lathrop (C), Pansing Brooks (VC), Brandt, Chambers, DeBoer, Morfeld, Slama, Wayne

Natural Resources (8)

Rm. 1525 - Wednesday, Thursday, & Friday

Hughes (C), Bostelman (VC), Albrecht, Geist, Gragert, Halloran, Moser, Quick

Nebraska Retirement Systems (6)

Rm. 1507 - At call of Chair

Kolterman (C), Lindstrom (VC), Bolz, Groene, Kolowski, Stinner

Revenue (8)

Rm. 1524 - Wednesday, Thursday, & Friday

Linehan (C), Friesen (VC), Briese, Crawford, Groene, Kolterman, Lindstrom, McCollister

Transportation and Telecommunications (8)

Warner Chamber - Monday & Tuesday

Friesen (C), Geist (VC), Albrecht, Bostelman, Cavanaugh, DeBoer, Hilgers, Hughes

Urban Affairs (7)

Rm. 1510 - Tuesday

Wayne (C), Hunt (VC), Arch, Briese, Crawford, Hansen, M., Lowe

Select Committees

Committee on Committees (13)

Hilkemann (C)

District 1:

Bostelman

Hilgers

Pansing Brooks

Morfeld (VC)

District 2:

Howard

Lathrop

Lindstrom

Vargas

District 3:

Erdman

Friesen

Groene

Murman

Enrollment and Review (1)

Slama (C)

Reference (9)

Hilgers (C), Vargas (VC), Bolz, Chambers, Hughes, Kolterman, Lowe, McCollister, Scheer, Stinner (nonvoting ex officio)

Rules (6)

Crawford (C), Erdman (VC), Howard, Hansen, M., Lathrop, Scheer (ex officio)

Special Committees

Building Maintenance (6)

Erdman (C), Lowe (VC), Bostelman, Brandt, McDonnell, Stinner

Education Commission of the States (3)

Groene, Morfeld, Murman

Executive Board of the Legislative Council (9)

Hilgers (C), Vargas (VC), Bolz, Chambers, Hughes, Kolterman, Lowe, McCollister, Scheer, Stinner (nonvoting ex officio)

Justice Reinvestment Oversight (5)

Lathrop (C), DeBoer, McCollister, Pansing Brooks, Wayne

Legislative Performance Audit (7)

Geist (C), Crawford (VC), Friesen, Hansen, B., Hilgers, Scheer, Stinner

Legislature's Planning (9)

Vargas (C), McCollister (VC), Clements, DeBoer, Hansen, M., Hilgers, Scheer, Stinner, Williams

Midwestern Higher Education Commission (Midwest Compact) (2)

Kolowski, Slama

State-Tribal Relations (7)

Hilkemann (C), Wishart (VC), Albrecht, Brewer, Gragert, Hunt, Walz



2020 ADVOCACY HANDBOOK

FOR THE 2020 LEGISLATIVE SESSION

NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR 2020
AND A GUIDE FOR EFFECTIVE ADVOCACY

AS ADOPTED BY THE NASB DELEGATE ASSEMBLY ON NOVEMBER 22, 2019
FOR THE 106TH LEGISLATURE, 2ND SESSION

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

#liveNASB

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

WELCOME - KNOW YOUR ROLE

106TH LEGISLATURE, 2ND SESSION

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NO ONE IS MORE QUALIFIED TO TALK ABOUT YOUR SCHOOL DISTRICT, YOUR COMMUNITY, AND YOUR NEEDS RELATED TO PROVIDING A QUALITY EDUCATION THAN YOU!

With your help, NASB is an advocate for public education and local school governance ... and YOUR collective voice in the Legislature

As NASB represents the state's 260+ member districts and ESUs, relationships and communication are the keys to the success of the Association's advocacy work. NASB advocates for the standing positions and legislative resolutions approved by delegates all from member boards at the annual NASB Delegate Assembly held in conjunction with the State Education Conference each November. It is here, and throughout the year where our focus is to work for and with you on all of the issues that impact public education.

Can YOU really make a difference? YES YOU CAN!

You are an elected official and a community leader. As a school board member, you are in an excellent position to educate and influence the legislative process, and are seen as a key resource on education policy for your district. We encourage all boards to include a legislative update as a part of each meeting, and to discuss/share key legislative information with key individuals in the community. Remember that advocacy is year-round, not just during the session itself. Bookmark the Government Relations page of www.NASBOnline.org for updates and information, and make sure to utilize NASB's *Legislative Notes*, summarizing all of the pertinent items related to public education in Nebraska. Another great resource is www.NebraskaLegislature.gov.

WHAT CAN NASB DO FOR YOU?

ASSIST YOU IN PREPARING TESTIMONY, TALKING POINTS, EMAILS, OR OP-ED'S
FACILITATE SENATOR INTRODUCTIONS, MEETINGS AND/OR VISITS AT HOME OR THE CAPITOL
FEATURE YOUR DISTRICT VISITS WITH SENATORS
BRIEF YOUR BOARD AT A MEETING IN YOUR COMMUNITY

2019

LEGISLATIVE SESSION HIGHLIGHTS

NASB took a position on 57 bills this session, and were closely following another 49.

NASB was represented in testimony in 12 of the 14 Committees.

School Board Members Came to Lincoln to Testify on the Following Bills on NASB's Behalf:

LB 147, LB 149, LB 314, LB 346, LB 506, LB 614, LB 634, LB 670, LB 727, LR 3 CA & LR 8 CA

NASB facilitated 1-on-1's with each member of the Revenue Committee and a school board member from their district.

NASB hosted calls with several senators throughout the session.

Legislative Lunches were held in Falls City, Fremont, Lincoln, O'Neill & Wayne.

NASB had 1-on-1 meetings with 38 of the 49 Senators this Session.

NASB produced a number of quick videos updating members on recent news or events that had just taken place at the Capitol, and posted on Facebook and Twitter.

We truly appreciate the level of engagement from local school board members this year. It has definitely made a difference, and has been recognized by your senators.

ADVOCACY, ENGAGEMENT & #liveNASB

106TH LEGISLATURE, 2ND SESSION

School Boards Make Nebraska a Great Place to LIVE!

Through Leadership, Innovation, Vision and Engagement Nebraska's School Boards are making a difference for students across the state.

LEADERSHIP

NASB will provide leadership to groups, individuals, and organizations and facilitate efforts to improve student achievement.

INNOVATION

Through innovation of programs and services, NASB will add value for our members and generate revenue to support growth.

VISION

NASB will develop a vision with other groups, individuals, and organizations to address how we fund schools and provide opportunities to bring a quality education to all children.

ENGAGEMENT

With engagement of its board and members, NASB will provide opportunities for school boards to be advocates for public education.

Advocacy is on-going. Stay up to speed on the Legislature year-round.

- ✓ Become Familiar With Your Senator & Their Staff -- Don't take for granted the access we have as Nebraskans to our Senators & Federal Representatives. It is not like that everywhere. Take advantage of it! Be involved. Build the relationship. Be ENGAGED!
- ✓ Have a "legislative update" agenda item at each board meeting, and share key legislative information with your board, and your community.
- ✓ Pass board policy specific to how you deal with legislative issues.
- ✓ Utilize NASB's Legislative links, communication, the *Legislative Notes* newsletter, track specific bills, follow along on social media, and study the annual Advocacy Handbook.
- ✓ Reach out to NASB's Legislative Team, and/or a member of the NASB Legislation Committee. Attend the various Legislative Lunches throughout the year across Nebraska.
- ✓ Stay up to speed with your local newspaper, social media, senator emails/newsletters, etc.

ASK YOURSELF: WHAT ARE YOU DOING FOR YOUR DISTRICT/COMMUNITY?

THE LEGISLATURE NEEDS TO KNOW SCHOOL BOARD MEMBERS WANT TO BE INVOLVED!

NASB LEGISLATIVE TEAM: JOHN SPATZ, COLBY COASH, MATT BELKA & VICKI WALTER-WINTERS

ADVOCACY, ENGAGEMENT & #liveNASB

106TH LEGISLATURE, 2ND SESSION

SHARE YOUR STORY ... KNOW YOUR DISTRICT'S DATA

UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE

Below are examples of the data you should know from your schools to help tell your district's story:

NUMBER OF KIDS IN FREE/REDUCED LUNCH
SCHOOL LANDS PER PUPIL REIMBURSEMENT
CENSUS VS ENROLLMENT
NUMBER OF LANGUAGES SPOKEN IN YOUR DISTRICT
NUMBER OF ELL STUDENTS
TRANSPORTATION NUMBERS ... IF SEAT BELTS IN BUSES, IMPACT (\$)
WHAT PERCENTAGE OF YOUR BUDGET IS SPED
AVERAGE CLASS SIZE
STUDENT DISCIPLINE PROCEDURES
RETIREMENT OBLIGATION
SAFETY & SECURITY MEASURES IN THE PAST FEW YEARS
NUMBER OF OPTION KIDS
PERCENTAGE OF ADMINISTRATIVE COSTS

YOU HAVE POWER & VOICE!

The Legislature needs to know school board members want to be involved!

Remind them; You are their neighbor.

Voters also put you in office.

You are guardians for the States most precious resource ... Children.

You have an influential role in your community.

You know better than anyone the effect of a decision.

NASB LEGISLATIVE TEAM & RESOURCES

Colby Coash - Associate Executive Director, Director of Government Relations - ccoash@NASBonline.org

Matt Belka - Director of Marketing, Communications & Advocacy - mbelka@NASBonline.org

John Spatz - Executive Director - jspatz@NASBonline.org

Vicki Walter-Winters - Legal Administrative Assistant - vwinters@NASBonline.org

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NASB Twitter: www.twitter.com/NASBonline

NASB Facebook: www.facebook.com/NASBonline

NASB Videos: www.vimeo.com/NASBonline

Key Hashtags: #liveNASB #neleg

Nebraska Legislature: www.nebraskalegislature.gov

Senators Web Pages: www.nebraskalegislature.gov/senators

National School Board Association Advocacy: www.nsba.org/advocacy

YOUR NASB LEGISLATION COMMITTEE

106TH LEGISLATURE, 2ND SESSION



Brad Wilkins, Chair
NASB President-Elect
Ainsworth



Stacie Higgins
NASB President
Nebraska City



Kim Burry
NASB Vice President
Bayard



Member 1
Lou Ann Goding
Omaha



Member 2
Ben Perlman
Omaha



Member 3
Marque Snow
Omaha



Member 4
Connie Duncan
Lincoln



Member 5
Kathy Danek
Lincoln



Member 6
Linda Poole
Millard



Member 7
Sarah Centineo
Bellevue



Member 8
Beth Morrisette
Westside



Member 9
Skip Altig
North Platte



Member 10
Patti Gubbels
Norfolk



Member 11
Laura Schneider
Hastings



Member 12
Ryne Seaman
Seward



Member 13
Suzanne Sapp
Ashland-Greenwood



Member 14
Lisa Wagner
Central City



Member 15
Steve Koch
Hershey



Member 16
Jim Vlach
Lyons-Decatur



Member 17
Christopher Waddle
Giltner



Member 18
Ron Pearson
ESU 3



Appointed Member
Lisa Albers
Grand Island



Appointed Member
Jayson Bishop
Perkins County



Appointed Member
Linda Richards
Ralston



Appointed Member
Stephanie Summers
David City



Appointed Member
Annette Weise
Tri County

YOUR 2019-20 SENATORS

106TH LEGISLATURE, 2ND SESSION



Sen. Julie Slama
District 1
Peru



Sen. Robert Clements
District 2
Elmwood



Sen. Carol Blood
District 3
Bellevue



Sen. Robert Hilkemann
District 4
Omaha



Sen. Mike McDonnell
District 5
Omaha



Sen. Machaela Cavanaugh
District 6
Omaha



Sen. Tony Vargas
District 7
Omaha

Former School Board Member



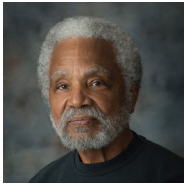
Sen. Megan Hunt
District 8
Omaha



Sen. Sara Howard
District 9
Omaha



Sen. Wendy DeBoer
District 10
Omaha



Sen. Ernie Chambers
District 11
Omaha



Sen. Steve Lathrop
District 12
Omaha



Sen. Justin Wayne
District 13
Omaha

Former School Board Member



Sen. John Arch
District 14
Papillion



Sen. Lynne Walz
District 15
Fremont



Sen. Ben Hansen
District 16
Blair



Sen. Joni Albrecht
District 17
Thurston



Sen. Brett Lindstrom
District 18
Omaha



Speaker Jim Scheer
District 19
Norfolk

Former School Board Member



Sen. John McCollister
District 20
Omaha



Sen. Mike Hilgers
District 21
Lincoln



Sen. Mike Moser
District 22
Columbus



Sen. Bruce Bostelman
District 23
Brainard



Sen. Mark Kolterman
District 24
Seward

Former School Board Member



Sen. Suzanne Geist
District 25
Lincoln

YOUR 2019-20 SENATORS

106TH LEGISLATURE, 2ND SESSION



Sen. Matt Hansen
District 26
Lincoln



Sen. Anna Wishart
District 27
Lincoln



Sen. Patty Pansing Brooks
District 28
Lincoln



Sen. Kate Bolz
District 29
Lincoln



Sen. Myron Dorn
District 30
Adams



Sen. Rick Kolowski
District 31
Omaha



Sen. Tom Brandt
District 32
Plymouth



Sen. Steve Halloran
District 33
Hastings



Sen. Curt Friesen
District 34
Henderson



Sen. Dan Quick
District 35
Grand Island



Sen. Matt Williams
District 36
Gothenburg



Sen. John Lowe
District 37
Kearney



Sen. Dave Murman
District 38
Glenvil

Former School Board Member



Sen. Lou Ann Linehan
District 39
Elkhorn



Sen. Tim Gragert
District 40
Creighton

Former School Board Member



Sen. Tom Briese
District 41
Albion

Former School Board Member



Sen. Mike Groene
District 42
North Platte



Sen. Tom Brewer
District 43
Gordon

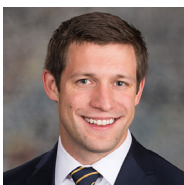


Sen. Dan Hughes
District 44
Venango

Former School Board Member



Sen. Sue Crawford
District 45
Bellevue



Sen. Adam Morfeld
District 46
Lincoln



Sen. Steve Erdman
District 47
Bayard

Former School Board Member

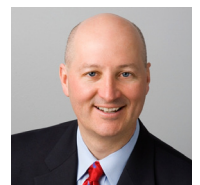


Sen. John Stinner
District 48
Gering

Former School Board Member



Sen. Andrew La Grone
District 49
Gretna



Gov. Pete Ricketts

MARK YOUR CALENDARS

106TH LEGISLATURE, 2ND SESSION

January 8	2020 Legislative Session begins
January 23	Day 10: All new bills must be introduced by this date
February 9	NASB Legislation Committee Meeting
February 9-10	Legislative Issues Conference Cornhusker Marriott-Lincoln
February 19-20	Priority Bill Designation
April 23	Day 60: Final Day of the 2020 Legislative Session
July 1	Call for Legislative Submissions for 2021 consideration due
July 18	Legislation Committee Meeting
November 20	2020 Delegate Assembly Omaha

NASB POSITIONS ENCLOSED

The Nebraska Association of School Boards is the only state organization created by school board members to represent the interests of school board members. Your Association's legislative agenda is initiated each year with the submission of local board proposals. The NASB Legislation Committee reviews all proposals, and then submits its recommendations to the NASB Board of Directors. The Board can then review and amend the submissions before presenting them to the NASB Delegate Assembly. The Delegate Assembly gives each member school district a voice in shaping the agenda of NASB. This publication represents the final agenda, set by the Delegate Assembly, for the 2020 Legislative Session. Standing Positions remain in effect until they are repealed by the Assembly. Legislative Resolutions are in effect for one year only.

WHAT DOES THIS REPRESENT?

The statements you read inside the pages of this book represent a set of belief statements which guide NASB's government relations efforts. These words guide our lobbying efforts at the State Capitol, with the State Board of Education and NDE, as well as with our representatives in Washington, D.C. While this work represents an effort to describe an issue or condition to be addressed, rarely is a bill written in such plain language. Actual legislative bills are a blend of several ideas (or perhaps a good idea, and a substantial price tag). Hence, when NASB analyzes how we will testify on a bill, we take into account a number of factors, including regular reviews by the Legislation Committee which offer guidance on the course corrections necessary to navigate the turbulent amendment process.

YOUR 2019 LEGISLATIVE RESOLUTIONS

106TH LEGISLATURE, 2ND SESSION

... as approved by the Legislation Committee on July 20, 2019
... and approved by the Board of Directors on August 10, 2019
... and adopted by the Delegate Assembly on November 22, 2019

Resolutions are statements of intended and desired legislative action on items of current needs or problems. Resolutions are in effect for one year and direct the organization and its staff in their legislative efforts with each annual session of the Legislature.

All resolutions submitted are presented for consideration and action. The Delegate Assembly shall receive, consider, and act upon legislative resolution proposals submitted to it by the Legislation Committee and the Board of Directors.

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

#liveNASB

CREATING A VISION FOR NEBRASKA'S FUTURE

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

EDUCATION PROGRAM OPPORTUNITIES

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

EXPAND USE OF QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

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

HEALTHY CULTURES & RESILIENCY IN SCHOOLS

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

MENTAL & BEHAVIORAL HEALTH

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

SUPPORT OF EARLY CHILDHOOD PROGRAMS IN THE COMMUNITY

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

SUPPORT THE COLLECTION AND USE OF RELEVANT DATA

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

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

... as approved by the Legislation Committee on July 20, 2019
... and approved by the Board of Directors on August 10, 2019
... and adopted by the Delegate Assembly on November 22, 2019

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

LEADERSHIP

INNOVATION

VISION

ENGAGEMENT

BELIEF STATEMENTS FOR AN EFFECTIVE BOARD

S-1 — BOARD DEVELOPMENT

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

S-2 — BOARD RECOGNITION

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

S-3 — BUSINESS AND EDUCATION PARTNERSHIPS

NASB encourages boards of education to develop mutually beneficial partnerships with business to ensure mutual understanding and cooperation. (1995)

S-4 — COLLABORATIVE SERVICES TO YOUTH

NASB urges collaborative linkages between schools and other public and private agencies that serve children. (prior to 1995)

S-5 — LEADERSHIP TEAM

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

S-6 — PARENT INVOLVEMENT

NASB urges boards of education to support partnerships between parents and schools that encourage parent involvement in the education process. (1997)

S-7 — POLICY

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

CONDITIONS OF CHILDREN

S-8 — ABUSE OF ALCOHOL, TOBACCO, & OTHER DRUGS

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

S-9 — AT-RISK STUDENTS AND THE ACHIEVEMENT GAP

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

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

CURRICULUM & INSTRUCTION

S-10 — EARLY CHILDHOOD EDUCATION

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

S-11 — ENROLLMENT OPTION; HOMEBOUND STUDENTS

NASB supports legislation stating that when an option student becomes homebound, the school district in which the student resides assumes full responsibility for educating the student. (1998, amended 2016)

S-12 — ENROLLMENT OPTION LIMITATION

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

S-13 — LIABILITY FOR MEDICATION ADMINISTRATION

NASB supports legislation that would limit the liability of a school district and school district representatives for the administering of prescription medication to students. (1999, amended 2013, 2016)

S-14 — NUTRITION EDUCATION/STUDENT WELLNESS

NASB believes that wellness programs for schools should emphasize healthy lifestyles and eating habits, mindful of all eating disorders, as well as obesity. (2004)

S-15 — SAFE SCHOOL ENVIRONMENT

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

S-16 — STATEWIDE POVERTY/TRAUMA FUNDING

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

S-17 — STUDENT DISCIPLINE

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

S-18 — ACCESS TO EQUAL EDUCATION OPPORTUNITIES

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

S-19 — ACHIEVEMENT TEST SCORE USE

NASB opposes the use of test scores for the comparison of school districts or for the ranking of schools. (1998)

S-20 — ASSESSMENT OF STUDENT LEARNING

NASB supports multiple approaches to assess student learning, with decisions on assessment made at the local district level, and opposes a single “high-stakes” testing procedure. (2001)

S-21 — CULTURAL DIVERSITY

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

S-22 — CURRICULUM ADOPTION

NASB opposes legislative mandates addressing curriculum and testing. NASB supports the adoption of curriculum by local school boards and the State Board of Education. (2019)

S-23 — RESPONDING TO SPECIAL EDUCATION COSTS

NASB supports legislative efforts to give school districts that incur unforeseeable additional special education expenses assistance to alleviate cash flow problems. (2005)

S-24 — STUDENT EXPRESSION

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

S-25 — TECHNOLOGY

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

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

FUNDING & FINANCE

S-26 — ACCOUNTING OF FUNDS

NASB supports transparent accounting and full disclosure of all funds received and expended for public education consistent with federal regulations. (2005)

S-27 — BUDGET LID: GROWTH FACTOR

NASB supports legislation which would establish an education expenditures “growth factor” which reflects the actual cost of providing a public education for school districts, learning communities, and ESUs. (2001, amended 2008)

S-28 — COMPENSATION FOR STATEWIDE STANDARDS & ASSESSMENTS

NASB supports adequate funding to compensate school districts/ESUs for the cost of implementing and managing the statewide learning standards and assessments. (2008, amended 2009, 2013)

S-29 — ELIMINATION OF BUDGET RESERVE LIMITS

NASB supports legislation that eliminates reserve limitation in the Tax Equity and Educational Opportunities Support Act and in debt service funds. (2000, amended 2001)

S-30 — ELIMINATION OF EXPENDITURE LIMITATION

NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

S-31 — ESU CORE SERVICES FUNDING

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

S-32 — FINANCING CAPITAL IMPROVEMENTS

NASB supports adequate funding for school districts and ESUs for maintenance or replacement of our rapidly deteriorating facilities. (1997, amended 2015)

S-33 — FISCAL POLICY

NASB believes the Governor and Legislature must work together to create fiscal policy that will adequately fund public education statewide based upon the needs of students and not driven by a pre-set allocation of funds for education regardless of need. Nebraska demographics and student needs are dynamic, as are the changing education standards required to be competitive nationally and internationally. To

meet this challenge, fiscal policy would be built upon a broad base with the lowest possible rates to provide stability in the tax base and revenue stream, provide local government with the tools to generate adequate financial resources, yet equalize financial support among taxpayers, and assure the principle of uniform assessment. (prior to 1995, amended 2009)

S-34 — FOR-PROFIT ENTITIES OPERATING IN TAX-EXEMPT ZONES

NASB supports legislation to ensure equitable tax payments by for-profit business ventures operating on publicly owned or otherwise exempt property. (2003)

S-35 — FUNDING OF MANDATED PROGRAMS

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

S-36 — FUNDING: SCHOOL DISTRICT INFRASTRUCTURE, SITE PURCHASES AND BUILDING OPERATING EXPENSES

NASB supports legislation that would provide an alternative to property taxes for financing facility development, maintenance, and operation. (2003)

S-37 — GENERAL FUND RESERVE LIMIT EXCEPTION

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

S-38 — INCLUDING GIFTS, DONATIONS, OR FOUNDATION FUNDS AS RECEIVABLES

NASB opposes the inclusion of gifts, endorsements, donations, or foundation expenditures that are not regular operating expenses in the calculation of receivables in the state aid formula. (2000)

S-39 — K-12 SCHOOL TRUST LAND AND PERMANENT SCHOOL FUND

NASB opposes reduction of any assets of the school trust or diversion of the Permanent School Fund. (prior to 1995, amended 2010)

S-40 — LEGISLATION IMPLEMENTATION

NASB supports the concept that any legislative bill that limits financial resources, or requires additional financial resources,

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

is done within a timeframe that will not negatively affect the school's ability to prepare their budget. (1997, amended 2015, 2017, 2019)

S-41 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES

NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

S-42 — PROPERTY TAX REFORM/RELIEF

Any legislative discussion on property tax and distribution of state aid should include participation from school board and ESU board members. (2015)

S-43 — REVENUE REDUCTIONS FOR SCHOOL DISTRICTS AFFECTED BY PROPERTY VALUATION LOSSES

NASB supports legislation that would create a hold harmless effect for districts which experience a decrease in valuation. (2004)

S-44 — SCHOOL DISTRICT OPTIONS IN DEALING WITH LARGE, UNANTICIPATED REVENUES

NASB supports legislation giving school boards options in dealing with large, unanticipated revenue increases in order to minimize fluctuations in state aid. (2000)

S-45 — SPECIAL BUILDING FUND TAX LEVY EXCLUSION

NASB supports amending the Nebraska Statutes that address budgeting and spending lid restrictions to allow school districts the ability to utilize up to seven cents of the Special Building Fund tax levy outside of the budgeting and spending lid restriction so that districts can plan for and fund capital improvement projects, building repairs and upgrades, and school district infrastructure needs. (2007)

S-46 — STATE FUNDING SYSTEM

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

- Invests in the education of all Nebraska public school children;
- Establishes a state fund or funding mechanism that assists Nebraska public schools with the costs of maintaining and constructing facilities;
- Reduces our dependence on local property taxes by drawing revenue from multiple funding sources;
- Promotes the responsibility of locally elected school boards to make sound, transparent school budget decisions;
- Provides funding in a timely and predictable manner;

- Includes the principle of equalization;
- Funds the total excess allowable costs for special education and support services; and
- Recognizes that a long-term solution to education funding will require an ongoing, collaborative effort to execute a vision and strategic plan to grow and diversify our economy. (1997, amended 2009, 2018)

S-47 — USE OF A UNIFORM VALUATION CALCULATION TO DETERMINE LOCAL RESOURCES AND STATE AID

NASB supports a property tax assessment system that utilizes uniform accounting practices to determine the property valuation number from which local and state officials can calculate both the local resources available to fund schools from property taxes, and the resulting calculation of state aid payments to school districts. (2003)

S-48 — VOUCHERS AND TAX CREDITS

NASB opposes any attempt to amend or circumvent the Nebraska and United States Constitutions to permit the use of public funds for the support, either direct or indirect, of schools not controlled by the public at large. NASB opposes any state or federal legislation allowing either tax credits or vouchers for children, or the parents or guardians of children attending nonpublic schools. (prior to 1995)

GOVERNANCE & STRUCTURE

S-49 — ACCOUNTABILITY

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

S-50 — ALLIED SCHOOLS

NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

S-51 — AMEND OPEN MEETINGS ACT FOR EVALUATIONS

NASB supports legislation to allow boards to go into executive session to discuss superintendent evaluations and/or for the narrowing down of superintendent candidates. (2017)

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

S-52 — AUTHORITY OF SCHOOL BOARDS

NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

S-53 — CHARTER SCHOOLS

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

S-54 — DUTIES OF SCHOOLS

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

S-55 — EDUCATIONAL SERVICE UNIT GOVERNANCE

NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

S-56 — EDUCATIONAL SERVICE UNIT REORGANIZATION

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

S-57 — INTERACTIVE REMOTE COMMUNICATION TECHNOLOGY (TELEVIDEO)

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

S-58 — ORGANIZATION

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

S-59 — PERSONAL LIABILITY

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

S-60 — RESTRICTION OF RESOURCES AND BOARD RESPONSIBILITIES

NASB supports legislation allowing local boards to function as elected officials and to continue to establish policies, including finance policies, as representatives of the constituents who elected them. (1997)

S-61 — SCHOOL ACTIVITIES

NASB supports direct involvement by boards of education in the governance and activities of the Nebraska School Activities Association. (prior to 1995)

S-62 — SCHOOL CALENDARS

NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

S-63 — ACTIVITY ASSIGNMENTS

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

S-64 — COMPENSATION

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

S-65 — CRIMINAL BACKGROUND CHECKS

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

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

S-66 — EMPLOYEE BONUSES AND INCENTIVES

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

S-67 — MEDICAL INSURANCE

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

S-68 — RECOGNITION

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

S-69 — RETIREMENT

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

S-70 — SCOPE OF BARGAINING

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

S-71 — STAFF DEVELOPMENT AND EVALUATION

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

STATE POLICY

S-72 — ADVISORY GROUPS

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

S-73 — CHOICE AND AFFILIATION

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

S-74 — CONSTITUTIONAL RIGHTS & RESPONSIBILITIES

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

S-75 — CORPORATE SPONSORSHIPS IN SCHOOLS

NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

S-76 — EDUCATIONAL SERVICE UNITS

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

S-77 — GUIDING THE P-16 EFFORT: 21ST CENTURY SKILLS

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

- a) Promotes multi-level communication and interaction between all P-16 partners to enhance student academic success;
- b) Offers all students a rigorous developmentally-appropriate curriculum designed to provide opportunities and choice, regardless of the post-secondary path they choose;
- c) Engages the assets of the full community;
- d) Utilizes data and technology to individualize education for students and to incorporate new learning into the design;
- e) Closes the achievement gap by focusing on quality teaching and learning opportunities;
- f) Implements standards-based education fully in a seamless curriculum, so one level of the system builds on the next and the end result is known and understood from the beginning;

YOUR NASB STANDING POSITIONS

106TH LEGISLATURE, 2ND SESSION

- g) Provides sufficient resources that are adequate and sustainable at every level of the system to meet the challenge, resisting unfunded or underfunded mandates; and
- h) Preserves the ability of local school boards and their communities to address local needs and challenges in a flexible manner using a variety of options.

(2009, amended 2016)

S-78 — INDEPENDENT SCHOOL DISTRICTS

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

S-79 — LOCAL CONTROL FOR PUBLIC PK-12 SCHOOLS

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

S-80 — LOCAL DISTRICT ADVOCACY

NASB supports the right and obligation of local school districts to advocate for legislative action that impacts their individual interests. (1996)

S-81 — NDE AUTHORITY

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

S-82 — NONPUBLIC SCHOOLS STANDARDS

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

S-83 — POLICY LEADERSHIP & VISION ON THE FUTURE OF NEBRASKA'S PK-12 SCHOOLS

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



2020 LEGISLATIVE ISSUES CONFERENCE

FEBRUARY 9-10 | CORNHUSKER MARRIOTT HOTEL LINCOLN

FINISHING STRONG IN THE SECOND HALF!

2020 NEBRASKA UNICAMERAL LEGISLATURE
Alphabetical List

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

As of 1/1/2020

Senator	District	Capitol Phone	Room	City
Albrecht, Joni	17	(402) 471-2716	1404	Thurston
Arch, John	14	(402) 471-2730	1306	La Vista
Blood, Carol	3	(402) 471-2627	1021	Bellevue
Bolz, Kate	29	(402) 471-2734	1015	Lincoln
Bostelman, Bruce	23	(402) 471-2719	1118	Brainard
Brandt, Tom	32	(402) 471-2711	1528	Plymouth
Brewer, Tom	43	(402) 471-2628	1101	Gordon
Briese, Tom	41	(402) 471-2631	1019	Albion
Cavanaugh, Machaela	6	(402) 471-2714	11 th Floor	Omaha
Chambers, Ernie	11	(402) 471-2612	1302	Omaha
Clements, Robert	2	(402) 471-2613	1120	Elmwood
Crawford, Sue	45	(402) 471-2615	1012	Bellevue
DeBoer, Wendy	10	(402) 471-2718	1114	Bennington
Dorn, Myron	30	(402) 471-2620	11 th Floor	Adams
Erdman, Steve	47	(402) 471-2616	1124	Bayard
Friesen, Curt	34	(402) 471-2630	1110	Henderson
Geist, Suzanne	25	(402) 471-2731	2000	Lincoln
Gragert, Tim	40	(402) 471-2801	11 th Floor	Creighton
Groene, Mike	42	(402) 471-2729	1107	North Platte
Halloran, Steve	33	(402) 471-2712	1022	Hastings
Hansen, Ben	16	(402) 471-2728	11 th Floor	Blair
Hansen, Matt	26	(402) 471-2610	2010	Lincoln
Hilgers, Mike	21	(402) 471-2673	2108	Lincoln
Hilkemann, Robert	4	(402) 471-2621	2028	Omaha
Howard, Sara	9	(402) 471-2723	1402	Omaha
Hughes, Dan	44	(402) 471-2805	1117	Venango
Hunt, Megan	8	(402) 471-2722	1523	Omaha
Kolowski, Rick	31	(402) 471-2327	1018	Omaha
Kolterman, Mark	24	(402) 471-2756	2004	Seward
La Grone, Andrew	49	(402) 471-2725	11 th Floor	Gretna
Lathrop, Steve	12	(402) 471-2623	1103	Omaha
Lindstrom, Brett	18	(402) 471-2618	2015	Omaha
Linehan, Lou Ann	39	(402) 471-2885	1116	Elkhorn
Lowe, John S., Sr.	37	(402) 471-2726	2011	Kearney
McCollister, John S.	20	(402) 471-2622	1017	Omaha
McDonnell, Mike	5	(402) 471-2710	2107	Omaha
Morfeld, Adam	46	(402) 471-2720	1008	Lincoln
Moser, Mike	22	(402) 471-2715	1529	Columbus
Murman, Dave	38	(402) 471-2732	1522	Glenvil
Pansing Brooks, Patty	28	(402) 471-2633	1016	Lincoln
Quick, Dan	35	(402) 471-2617	1406	Grand Island
Scheer, Jim	19	(402) 471-2929	2103	Norfolk
Slama, Julie	1	(402) 471-2733	11 th Floor	Peru
Stinner, John P.	48	(402) 471-2802	1004	Gering
Vargas, Tony	7	(402) 471-2721	1000	Omaha
Walz, Lynne	15	(402) 471-2625	1403	Fremont
Wayne, Justin T.	13	(402) 471-2727	1115	Omaha
Williams, Matt	36	(402) 471-2642	1401	Gothenburg
Wishart, Anna	27	(402) 471-2632	1308	Lincoln

2020 NEBRASKA UNICAMERAL LEGISLATURE

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2	Clements, Robert	(402) 471-2613	1120	Elmwood
3	Blood, Carol	(402) 471-2627	1021	Bellevue
4	Hilkemann, Robert	(402) 471-2621	2028	Omaha
5	McDonnell, Mike	(402) 471-2710	2107	Omaha
6	Cavanaugh, Machaela	(402) 471-2714	11 th Floor	Omaha
7	Vargas, Tony	(402) 471-2721	1000	Omaha
8	Hunt, Megan	(402) 471-2722	1523	Omaha
9	Howard, Sara	(402) 471-2723	1402	Omaha
10	DeBoer, Wendy	(402) 471-2718	1114	Bennington
11	Chambers, Ernie	(402) 471-2612	1302	Omaha
12	Lathrop, Steve	(402) 471-2623	1103	Omaha
13	Wayne, Justin T.	(402) 471-2727	1115	Omaha
14	Arch, John	(402) 471-2730	1306	La Vista
15	Walz, Lynne	(402) 471-2625	1403	Fremont
16	Hansen, Ben	(402) 471-2728	11 th Floor	Blair
17	Albrecht, Joni	(402) 471-2716	1404	Thurston
18	Lindstrom, Brett	(402) 471-2618	2015	Omaha
19	Scheer, Jim	(402) 471-2929	2103	Norfolk
20	McCollister, John S.	(402) 471-2622	1017	Omaha
21	Hilgers, Mike	(402) 471-2673	2108	Lincoln
22	Moser, Mike	(402) 471-2715	1529	Columbus
23	Bostelman, Bruce	(402) 471-2719	1118	Brainard
24	Kolterman, Mark	(402) 471-2756	2004	Seward
25	Geist, Suzanne	(402) 471-2731	2000	Lincoln
26	Hansen, Matt	(402) 471-2610	2010	Lincoln
27	Wishart, Anna	(402) 471-2632	1308	Lincoln
28	Pansing Brooks, Patty	(402) 471-2633	1016	Lincoln
29	Bolz, Kate	(402) 471-2734	1015	Lincoln
30	Dorn, Myron	(402) 471-2620	11 th Floor	Adams
31	Kolowski, Rick	(402) 471-2327	1018	Omaha
32	Brandt, Tom	(402) 471-2711	1528	Plymouth
33	Halloran, Steve	(402) 471-2712	1022	Hastings
34	Friesen, Curt	(402) 471-2630	1110	Henderson
35	Quick, Dan	(402) 471-2617	1406	Grand Island
36	Williams, Matt	(402) 471-2642	1401	Gothenburg
37	Lowe, John S., Sr.	(402) 471-2726	2011	Kearney
38	Murman, Dave	(402) 471-2732	1522	Glenvil
39	Linehan, Lou Ann	(402) 471-2885	1116	Elkhorn
40	Gragert, Tim	(402) 471-2801	11 th Floor	Creighton
41	Briese, Tom	(402) 471-2631	1019	Albion
42	Groene, Mike	(402) 471-2729	1107	North Platte
43	Brewer, Tom	(402) 471-2628	1101	Gordon
44	Hughes, Dan	(402) 471-2805	1117	Venango
45	Crawford, Sue	(402) 471-2615	1012	Bellevue
46	Morfeld, Adam	(402) 471-2720	1008	Lincoln
47	Erdman, Steve	(402) 471-2616	1124	Bayard
48	Stinner, John P.	(402) 471-2802	1004	Gering
49	La Grone, Andrew	(402) 471-2725	11 th Floor	Gretna

Ralston Public Schools

Budget Development Calendar

2020/2021

November 2019 to June 2020	Detailed administrative review of all budget categories and proposed budget reductions/additions, monitor the change from the old coding structure to the new ESSA coding system
February/March,	Business Officials forecast funding outlook and preliminary valuation projections
February	NDE may certify 2020/2021 state aid to schools, no guarantees as they now have until June 1 for certification if they choose
April to June	Cabinet level administration planning meetings for 2020/2021 strategic planning for budget development
May/June	Formulate and finalize department and building budgets and compile all pertinent information into a working document for BOE inspection.
June 22	Preliminary budget projections for the 2020/2021 budget development presented to BOE
July	Cabinet level administrative budget development and refinement.
July 13	Present preliminary budget and projections to the Board of Education as a discussion item during regular BOE Meeting.
August 24	Present amended budget proposal for Board consideration
August 20	Real property valuation is certified by the County Assessors Office of Douglas County
September 1	Special building fund levy and budget allocation is certified to each member school by the Learning Community Coordinating Council.
September 14	Conduct Official Budget Hearing at 6:30 PM prior to the Regular Board of Education Meeting at 7:00 PM.
September 14	Conduct Tax Request Hearing at 6:45 PM prior to the regular Board of Education meeting at 7:00 PM
September 14	Officially adopt the 2020/2021 Ralston Public Schools Budget during the regular BOE Meeting.
September 28	Officially approve the 2020/2021 Tax Request Resolution for the Ralston Public Schools.

INCOME TOTALS	2012-13	2012-13	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	18-19 Act.	2019-2020	19-20 Act.	2020-2021	Difference
Local District Taxes	\$1,276,500	\$1,501,600	\$1,472,772	\$1,498,962	\$1,547,819	\$1,550,181	\$16,593,696	\$17,242,180	\$17,474,815	\$18,100,535		\$19,312,467	6.7%
Common Levy Proceed	\$10,221,918	\$9,859,938	\$9,220,924	\$10,168,587	\$10,723,924	\$11,346,236	\$0	\$0		\$0		\$0	0.0%
Pro-Rata Motor Vehicle Tax	\$33,000	\$33,000	\$35,000	\$8,000	\$25,000	\$25,000	\$25,000	\$25,000	\$41,996	\$30,000		\$30,000	0.0%
Motor Vehicle Tax	\$1,500,000	\$2,000,000	\$2,000,000	\$2,100,000	\$2,164,822	\$2,175,000	\$2,300,000	\$2,600,000	\$3,082,128	\$2,628,594		\$2,365,735	-10.0%
Homestead Exemption Tax	\$253,000	\$253,000	\$240,000	\$240,000	\$235,000	\$210,000	\$200,000	\$225,000	\$419,794	\$235,000		\$250,000	6.4%
Tuition From Individuals	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0	0.0%
Tuition From Other Districts	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$547	\$0		\$0	0.0%
Interest On Investments	\$25,000	\$12,000	\$0	\$9,000	\$9,000	\$9,000	\$10,000	\$10,000	\$14,137	\$10,000		\$6,000	-40.0%
Local Fees & Fines	\$65,000	\$65,000	\$60,000	\$60,000	\$45,000	\$35,000	\$44,000	\$40,675	\$43,992	\$40,000		\$36,000	-10.0%
Other Local Revenue	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$10,000	\$12,000	\$10,000		\$10,000		\$8,000	-20.0%
County Fines & Licenses	\$140,000	\$140,000	\$125,000	\$140,000	\$120,000	\$110,000	\$95,000	\$90,000	\$99,127	\$83,000		\$70,550	-15.0%
State Aid	\$10,971,246	\$10,926,337	\$11,192,422	\$11,746,714	\$13,143,209	\$13,623,218	\$10,723,037	\$11,425,321	\$11,425,321	\$12,267,825		\$11,164,498	-9.0%
Special Education Program	\$2,350,000	\$2,500,000	\$2,230,749	\$2,200,000	\$2,346,236	\$2,451,291	\$2,300,000	\$2,200,000	\$2,320,056	\$2,100,000		\$2,100,000	0.0%
Special Education Transportat	\$170,000	\$160,000	\$204,053	\$155,000	\$175,000	\$175,000	\$230,000	\$225,000	\$240,687	\$220,000		\$165,000	-25.0%
Federal Grant Reimbursement													0.0%
State Apportionment	\$390,000	\$365,000	\$425,555	\$405,000	\$410,000	\$410,000	\$425,000	\$430,000	\$406,281	\$400,000		\$400,000	0.0%
Public Power Sales Tax	\$395,000	\$395,000	\$341,099	\$340,000	\$325,000	\$305,000	\$305,000	\$340,000	\$468,139	\$365,000		\$425,000	16.4%
EduJobs Funding	\$626,929	\$0			\$0	\$0	\$0	\$0	\$0	\$0		\$0	0.0%
Income from Cash Balance	\$2,279,292	\$2,666,355	\$1,936,280	\$1,454,869	\$255,569	\$0	\$521,449	\$6,060	\$0	\$0		\$1,090,987	0.0%
Tax Anticipation Notes	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0	0.0%
Total	\$30,706,885	\$30,887,230	\$29,493,854	\$30,536,132	\$31,535,579	\$32,434,926	\$33,784,182	\$34,869,236	\$36,037,020	\$36,489,954	\$0	\$37,424,236	2.6%

DISBURSEMENTS	2012-13	2012-13	2013-2014	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	18-19 Act	2019-2020	19-20 Act.	2020-2021	Difference
Instruction	\$16,284,647	\$15,680,286	\$15,445,874	\$15,217,445	\$15,666,026	\$15,692,946	\$16,530,056	\$17,152,498	\$18,360,405	\$18,418,537		\$19,073,456	3.6%
Special Education	\$5,205,889	\$5,297,708	\$4,479,586	\$5,172,462	\$5,143,217	\$5,058,535	\$5,164,136	\$5,593,252	\$5,680,133	\$5,693,360		\$5,651,390	-0.7%
Pupil Support Services	\$602,126	\$791,445	\$749,623	\$789,323	\$802,974	\$1,067,837	\$1,081,358	\$1,244,128	\$921,913	\$1,248,591		\$1,288,014	3.2%
Staff Support Services	\$1,276,330	\$1,596,976	\$1,457,255	\$1,550,179	\$1,849,068	\$2,034,568	\$2,163,431	\$2,230,089	\$1,846,648	\$2,131,233		\$2,152,965	1.0%
Board of Education	\$170,000	\$170,000	\$195,200	\$197,500	\$199,000	\$269,000	\$214,000	\$218,500	\$194,059	\$218,500		\$218,500	0.0%
General Administration	\$551,569	\$504,295	\$505,646	\$510,187	\$549,461	\$690,106	\$702,111	\$642,703	\$833,768	\$749,337		\$766,387	2.3%
Building Administration	\$1,939,977	\$1,946,249	\$1,735,340	\$1,883,020	\$1,941,514	\$2,063,174	\$2,120,211	\$2,130,108	\$2,180,184	\$2,193,284		\$2,280,169	4.0%
Business	\$641,440	\$633,756	\$636,459	\$679,566	\$670,107	\$743,837	\$766,859	\$729,241	\$560,119	\$739,887		\$762,225	3.0%
Operation Of Plant	\$2,579,548	\$2,573,533	\$2,578,489	\$2,647,021	\$2,720,032	\$2,770,526	\$2,928,495	\$2,908,987	\$2,792,198	\$2,947,665		\$3,048,939	3.4%
Maintenance Of Plant	\$831,501	\$867,994	\$841,477	\$848,189	\$888,455	\$879,458	\$870,092	\$837,106	\$853,671	\$908,587		\$937,107	3.1%
Transportation	\$518,858	\$719,987	\$753,906	\$926,240	\$990,726	\$1,049,939	\$1,128,433	\$1,182,624	\$1,052,268	\$1,240,973		\$1,245,084	0.3%
Total	\$30,706,885	\$30,887,230	\$29,493,854	\$30,536,132	\$31,420,580	\$32,319,926	\$33,784,182	\$34,869,236	\$35,275,366	\$36,489,954	\$0	\$37,424,236	2.6%

State Aid History for Ralston Public

Certification Year	State Aid Paid	% Change from Previous Year
1990-91	\$ 1,222,000.04	
1991-92	\$ 1,222,000.04	0.00%
1992-93	\$ 1,408,344.93	15.25%
1993-94	\$ 1,576,894.38	11.97%
1994-95	\$ 1,986,764.25	25.99%
1995-96	\$ 2,065,438.87	3.96%
1996-97	\$ 1,336,057.02	-35.31%
1997-98	\$ 1,247,564.26	-6.62%
1998-1999	\$ 3,283,113.80	163.16%
1999-00	\$ 3,192,884.98	-2.75%
2000-01	\$ 3,808,641.30	19.29%
2001-02	\$ 3,323,010.79	-12.75%
2002-03	\$ 2,951,660.31	-11.18%
2003-04	\$ 3,014,685.99	2.14%
2004-05	\$ 4,264,617.96	41.46%
2005-06	\$ 5,419,067.26	27.07%
2006-07	\$ 6,454,040.35	19.10%
2007-08	\$ 7,085,923.15	9.79%
2008-09	\$ 7,373,484.57	4.06%
2009-2010	\$ 7,947,490.20	7.78%
2010-11	\$ 13,105,620.00	64.90%
2011-2012	\$ 10,971,246.00	-16.29%
2012-13	\$ 10,926,337.00	-0.41%
2013-14	\$ 11,192,422.00	2.44%
2014-15	\$ 11,746,714.00	4.95%
2015-2016	\$ 13,143,209.00	11.89%
2016-2017	\$ 13,623,218.00	3.65%
2017-2018	\$ 10,723,037.00	-21.29%
2018-2019	\$ 11,425,321.00	6.55%
2019-2020	\$ 12,267,825.00	7.37%
2020-2021	\$ 11,164,498.00	-8.99%

**NEGOTIATED AGREEMENT
OPERATIONS AND MAINTENANCE DIVISION**

**Ralston Public Schools
and
Service Employees Local No. 226**

This agreement is made by and between the Board of Education of Ralston Public Schools, also known as Douglas County School District 0054 and hereinafter referred to as the Board or the District, and Service Employees International Union, Local Number 226, affiliated with the AFL-CIO and hereinafter referred to as the Union. The terms of this Agreement shall be in effect for a period commencing **September 1, 2020 and ending August 31, 2022.**

ARTICLE 1

RECOGNITION

Section 1.1 - Recognition of Union - The District recognizes the Union as the exclusive representative of “employees” as defined in Section 1.2 of this Agreement.

Section 1.2 - Definition of Employees - Whenever used in this Agreement, the term “employees” shall mean all full-time employees employed by the District as custodians, grounds personnel, maintenance personnel and delivery drivers, but excluding temporary personnel as defined in Section 1.4 of this Agreement.

Section 1.3 - Definition of Full-Time Employee - A full-time employee is an employee who is assigned work for forty (40) hours per workweek by the District but excludes temporary personnel as defined in Section 1.4.

Section 1.4 - Definition of Temporary Personnel - Temporary personnel are persons hired by the District who, prior to the commencement of work, have executed a written statement acknowledging employment as temporary personnel.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 - Retention of Managerial Prerogatives - Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to hire, reprimand, suspend, discharge or otherwise discipline employees; provided that any employee who is reprimanded, suspended or discharged shall be told the reason for the reprimand, suspension or discharge; to determine their qualifications and assign and direct

their work; to assign and require the completion of safety training, to promote, demote, transfer, lay off, and recall to work; to set the standards of the services to be rendered; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract or contract out the District's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job, or service; and to issue, amend and revise policies, rules, regulations and practices. The District's failure to exercise any right, prerogative or function hereby reserved to it, or the District's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

It is the duty and responsibility of the school district to provide adequate equipment and materials to service employees to perform the tasks expected of them on a daily basis. All building services employees shall communicate with their immediate supervisor if there is equipment and materials that are ineffective or in disrepair. It should also be understood that any equipment or materials that are unsafe shall be reported immediately.

ARTICLE 3

NONDISCRIMINATION

Section 3 – Nondiscrimination - The Board and Union agree that the hiring of employees shall be done without regard to race, color, national origin, religion, gender, disability, marital status, or participation or nonparticipation in the Union.

ARTICLE 4

CHECK OFF

Section 4.1 - Check Off - Upon receipt by the District of a check off authorization dated and executed by an employee, the District shall deduct the Union's membership dues for the month in which such deduction is made. The District will forward the monies so deducted to the Treasurer of the Union not later than the last day of the calendar month in which the deduction is made. The District shall deduct from an employee's wages only that amount of money that the employee has certified to the District, in writing, is the amount of dues to be withheld and paid to the Union. In the same manner, the District shall also withhold such amounts specified by the employee for contributions and such other purposes as are permitted by the Board.

Section 4.2 - Check Off Authorization Form - The District shall not deduct any monies from an employee's wages pursuant to Section 4.1 of this Agreement, unless the check off authorization executed by the employee conforms to the rules and regulations of the District.

Section 4.3 - Hold Harmless Provision - The Union shall save the District harmless against any and all claims, demands, suits, grievances or other liability that arise out of or by reason of actions by the District pursuant to this Article 4.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 - Definition of Grievance - A grievance is an allegation by an employee or the Union that the District has violated an express provision of this Agreement.

Section 5.2 - Procedural Steps - The procedure for handling grievances shall be as set forth below.

Step 1 - Oral Notice to Immediate Supervisor - The grievant shall first take up the grievance by presenting it to his or her immediate supervisor within seven (7) days of the incident giving rise to the grievance.

Step 2 - Written Grievance to Supervisor of Building and Grounds - If the grievance is not satisfactorily adjusted within five (5) days from the meeting with the supervisor, the employee or the Union representative shall present the grievance in writing to the Supervisor of Buildings and Grounds or his or her designated representative.

The Supervisor of Buildings and Grounds or his or her designated representative shall, within ten (10) days from the day the written grievance was received, make a determination and submit his or her answer in writing to the grievant.

Step 3 - Written Appeal to the Superintendent of Schools - If the Supervisor of Buildings and Grounds or his or her designated representative does not satisfactorily settle the grievance within ten (10) days from the date it is presented to him or her, the employee or the Union may appeal the grievance to the Superintendent of Schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the Superintendent of Schools within twenty (20) days of the date that the grievance was presented to the Supervisor of Buildings and Grounds or ten (10) days after the determination made by the Supervisor of Buildings and Grounds, whichever date is later.

The Superintendent of Schools or a designated representative shall make a written determination regarding the grievance within thirty (30) days from the date it is presented to him.

Step 4 - Appeal to the Board of Education - If the determination of the

Superintendent of Schools is not satisfactory to the grievant, it may be appealed to the Board within thirty (30) days of the date of the Superintendent's decision. At its next regular meeting, the Board shall hear the grievance in open or closed session in accordance with the law, and the decision of the Board shall be rendered within thirty (30) days of the hearing.

Section 5.3 - Written Presentation - All grievances presented at Step 2 and subsequent steps of the procedure set forth in Section 5.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 and Step 4 of the procedure set forth in Section 5.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his shop steward. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

Section 5.4 - Time Limitations - The time limitations set forth in this Article 5 are of the essence of this Agreement. All references to days are to calendar days. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in Section 5.2 of this Agreement. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the District's Step 2 answer. If the District fails to answer within the time limits set forth in Section 5.2 of this Agreement, the grievance shall automatically proceed to the next step.

ARTICLE 6

WAGES

Section 6.1 - Definition of "Designated Job Classification" - The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification.

Section 6.2 - Straight-Time Rate of Pay - Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for his designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for each job classification set forth in Appendix I hereto shall be the hourly rate specified for that job classification in Appendix I.

Section 6.3 - Overtime Rate of Pay - For all hours actually worked in excess of forty (40) hours in a workweek, except as hereinafter provided, an employee shall be paid one and one-half (1.5) times the straight-time rate of pay for that workweek, but premium pay shall not be pyramided. Hours worked per week shall include paid holidays and approved paid vacation.

Section 6.4- Call-Back Pay - An employee who is notified by the District to report for work at a time other than the employee's regularly scheduled starting time shall be entitled to a minimum of two (2) hours of work and shall perform such duties as the District assigns.

Section 6.5 - Compensatory Time - The District shall not assign compensatory time in lieu of paying overtime compensation, however an employee may request that compensatory time be granted in lieu of overtime pay.

Section 6.6- Flexible Time - Pursuant to Articles 2 and 8, the District reserves the right to schedule employees' work in the manner deemed to be in the best interest of the District, including the use of flex time (assignments of less than eight (8) hours in duration). However, the District will not use flex time to prevent an employee from earning overtime compensation. For example, if the District calls an employee in prior to the beginning of his or her assigned work hours for the day, the District may not require the employee to leave the shift early if school is in session unless the employee agrees to the early dismissal. On days when school is not in session, the District may require an employee who begins work prior to the beginning of his or her assigned work hours for the day to cease work at the conclusion of eight (8) hours work. During times of inclement weather, the district may require all custodians to be called in to perform snow removal. Some of these snow events may occur on times outside of the Monday-Friday work week. It is expected that each custodian arrive at their designated school to assist with snow removal.

Section 6.7- Uniforms - Each employee shall wear a clean well maintained uniform provided by the District. Each employee shall be entitled to five (5) shirts and three (3) pairs of slacks upon initial employment. The District will provide a new shirt or pair of slacks when the employee turns in an old, non-serviceable shirt or pair of slacks of the kind currently being used by the District. The District shall reimburse each employee \$19.45 per pair of jeans and \$27.00 per shirt. Each employee is responsible for the care and cleaning of his or her own uniforms.

ARTICLE 7

JOB OPENINGS

Section 7.1 - Job Openings - Job openings will be posted on the Union bulletin board **and will be posted district-wide via email sent to all staff**. The notice of the opening will describe the qualifications for the position, hours of work and wages. All employees covered by this Agreement may apply for the opening by submitting a written application to the District's Personnel Office. The District will consider all employee applicants and all other applicants to assure the selection of the best-qualified person for the position. The District will consider each applicant's skill, work experience, evaluations (for an applicant who is an employee of the District), and such other factors as are rationally related to the selection process. If, in the sole judgment of the District, the applicants' qualifications are equal, and one or more of the applicants are employees

of the District, the District will select the employee with the greatest seniority. Seniority shall be defined as an employee's total length of continuous full-time service, excluding leaves of absence, as a custodian, maintenance person, grounds person or driver. Any dispute regarding seniority shall be resolved by reference to the official records of the District.

Section 7.2 – Layoff - When the District finds it necessary to lay off employees because of a reduction in the work force generally or in a particular area, the District will consider the employees' skill, work experience, evaluations and such other factors as are rationally related to the selection process to assure that the best qualified persons are retained in employment. If, in the sole judgment of the District, the employees' skills, work experience, evaluations and other qualifications are equal, the District will reduce the employee(s) with the least seniority.

Section 7.3 – Recall - When recalling employees who have been laid off, the District shall offer reemployment first to the qualified person with the greatest seniority. If the person with the greatest seniority declines recall, reemployment shall be offered to the qualified person with the next greatest seniority until a person accepts reemployment or all persons decline recall. An employee who has been laid off shall have recall rights for a period of twenty-four (24) months following the date of the layoff.

ARTICLE 8

DUTY HOURS

Section 8.1 - Duty Hours - The District will provide all full-time employees covered by this agreement with forty (40) hours of employment per workweek, except when an employee's service is interrupted due to conditions beyond the control of the District. The Supervisor of Buildings and Grounds shall establish the duty hours of all employees and will endeavor to schedule each employee's workweek in five (5) eight-hour shifts but reserves the right to schedule the workweek as is deemed to be in the best interest of the District.

Section 8.2 - Lunch Hour and Breaks - The District will provide each employee with an unpaid lunch break of 30 minutes and two breaks of fifteen (15) minutes each during each eight (8) hour shift. The District shall endeavor to assure that the lunch break is uninterrupted; but both the Board and the Union recognize that emergencies will occur which may unavoidably interrupt the employee's breaks. All service employees must clock out prior to taking their lunch breaks and clock back in upon their return. The employee may leave the building during the lunch break.

ARTICLE 9

HOLIDAYS

Section 9.1 – Holidays - Employees shall be entitled to be paid for the following holidays. If any of the holidays fall on Saturday or Sunday, the holiday will be observed on a work day. The exact dates of the holidays noted below with an asterisk may be adjusted. The holiday calendar will be established by September 1 of each school year. The District Administration may on occasion adjust the Holiday calendar to maximize the time off for employees as well as optimize available work production schedules.

Fourth of July
Labor Day
Thanksgiving
Friday after Thanksgiving
*December 24
December 25
*December 31
January 1
Memorial Day
*Floating Holiday TBD each year

Section 9.2 - Manner of Payment - When any of the above holidays fall on the employee's regular work day and such employee does not work on that day, he or she shall receive eight (8) hours of straight-time pay; provided, however, that in order to be entitled to such holiday pay, an employee must have worked his or her normally scheduled hours on both his or her regularly scheduled work days immediately preceding the holiday and on his or her regularly scheduled work day immediately following the holiday, unless the employee has been excused by the District for reason of illness or other good reason.

ARTICLE 10

VACATIONS

Section 10.1 - Vacations - When calculating entitlement to vacation days, the starting date of employment will be used for determination of years of service, vacation time allotted will be adjusted on Sept. 1 of each year. From the original hire date through the second full year of employment, employees will be awarded one-half day (1/2) day of vacation for each month of employment up to a maximum of five (5) days. Employees employed more than two (2) full years, but fewer than eight (8) complete years will be entitled to two (2) weeks vacation - prorated to the employee's FTE status. Employees who begin their eighth (8th) year of employment will be entitled to three (3) weeks of vacation on September 1st following their anniversary date prorated to the employee's FTE status. Employees who begin their twenty first (21) year of will be entitled to four

(4) weeks of vacation on September 1st following their anniversary date prorated to the employee's FTE status. Employees may accumulate vacation up to six (6) weeks prorated to the employee's FTE status.

- 0-2 years – one (1) week
- 3-7 years - two (2) weeks
- 8 - 20 years - three (3) weeks
- 21 years or more - four (4) weeks

Section 10.2 - Times of Vacations - All vacation schedules are subject to supervisory approval.

ARTICLE 11

SICK LEAVE

Section 11.1 - Sick Leave - Employees will be awarded one (1) day of sick leave for each full month of employment up to a total of eighty (80) days. A full month of employment is defined as a month in which the employee works more than half of the work days in the month. Sick leave days will not be credited to the sick leave accumulation of an employee who has accumulated eighty (80) sick leave days. After three consecutive days of absence, the School District administration may require the employee to submit a physician's written certification attesting to the employee's sickness or disability. An employee who calls in sick on days designated for snow removal may result in the district requesting a physician's written certification excusing the employee from snow removal on that day. Up to five (5) days of the employee's accumulated sick leave may be taken by the employee for the care for a sick spouse, children and/or the parents of the employee.

Section 11.2 – Unused Sick Leave – Upon leaving the district each employee shall be paid 50% of their hourly rate times **the number of hours remaining in their sick leave bank upon separation of employment** ~~the average number of hours worked per day during the last year of employment~~ for up to eighty (80) days. An employee will be eligible for this program after they have completed eight (8) consecutive years of employment.

Section 11.3 – Perfect Attendance Compensation. Employees covered by this contract are eligible to earn \$40.00 (Forty) dollars per quarter for perfect attendance. Perfect attendance compensation will be recorded and accumulated annually and paid in September of each school year. A perfect attendance list will be published for inspection at the end of each quarter. Quarters are defined in Appendix II of this document. Use of personal days for this contract will count against earning perfect attendance.

ARTICLE 12

PERSONAL LEAVE

Section 12.1 - Paid Leave - One (1) day of Personal Leave (personal business that cannot be conducted outside of work time) will be granted to each employee. Staff may carry one Personal day forward at the end of the school year.

Section 12.2 – Requirements - An employee must submit a request for paid leave to the office of Director of Buildings and Grounds at least five (5) days prior to the date of the requested leave. The employee need not give a reason for the leave. The five (5) day requirement may be waived by the supervisor if the leave is based on an emergency and such notice would have been impossible or impractical. Paid leave may not be taken on the day preceding or following a vacation day or holiday.

Employees must have completed the 60-day probationary period to qualify for a personal leave day.

ARTICLE 13

BEREAVEMENT LEAVE

Section 13.1 - Bereavement Leave - An employee will be allowed five (5) days of Bereavement due to the death of a member of the employee's immediate family. Immediate family is defined as including parents, spouse, sister, brother, children, grandchildren and step-children and step-parents. Bereavement leave of (3) days is allowed for the death of a grandparent, in-laws, niece, nephew or person's who reside in the employee's household. Bereavement leave of (1) day is permissible for the death of an aunt, uncle, or cousin, or any persons not named above.

ARTICLE 14

HEALTH AND LIFE INSURANCE

Section 14.1 - Health Insurance - The Board will provide each full time employee with ~~\$900~~ **\$1,050** deductible PPO Group Health Coverage including individual PPO dental insurance coverage (80% A and B with 50% C coverage). Employees qualifying and electing family coverage will pay a 5% per month premium.

Section 14.2 - Change of Insurer - If the Board changes the insurer, the objective will be to maintain or improve insurance coverage for the same or less cost than is charged by the present insurer.

Section 14.3 - Payment in Lieu of Health Insurance Coverage - A full-time employee may, upon making written application by September 4, elect to receive ~~\$1,000 (One Thousand Dollars)~~ **\$2,750** credit to an individual Pay-Flex account in lieu of

individual or family coverage. The District will pay ~~the \$1,000 ratably (\$83.33 per month)~~ **\$2,750 (\$229.16 per month)** over the contract year. Any employee who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance, which will be placed in the employee's file.

When two employees who are both working for the School District of Ralston are married to each other, one employee may elect to carry a family plan and one employee may elect to take the ~~\$1,000~~ **\$2,750** Pay-Flex account credit; however, both employees shall not be entitled to take paid health insurance coverage.

Section 14.4 - Term Life Insurance - The District will provide group term life insurance coverage for employees in the amount stated in the Ralston Education Association negotiated agreement. Employees shall have the option to purchase additional insurance at their own expense as may be allowed by the term life insurance policy provisions.

Section 14.5 - Disability Income Insurance: The employee will pay the premium as a payroll deduction for participation in the long-term disability program. The Board will increase each employee's compensation by an amount equal to the employee's disability insurance. Employees will receive 66 2/3 percent disability insurance coverage based on the employee's salary. An employee shall be entitled to disability coverage beginning on the date when the employee has used all of his or her accumulated sick leave.

ARTICLE 15

PHYSICAL AND VISION EXAMINATIONS

Section 15.1 - Vision Examination - The District will pay up to Fifty Dollars (\$50) per employee for a vision examination every second year according to the rules and regulations of the District.

ARTICLE 16

ACTS IN VIOLATION OF LAWS OR ORDERS

Section 16.1 - Acts in Violation of Laws or Orders - Nothing in this agreement shall be construed to require either party to act in violation of any state or federal law or any presidential order. In the event such conditions should arise, this Agreement should be considered modified to the extent necessary to comply with the law.

ARTICLE 17

UNION BUSINESS

Section 17 - Union Business - Upon written application to the Superintendent of Schools, one officer or steward of the Union shall be permitted to be absent from work to attend the grievance hearing of an employee. At an employee's request and with the approval of the Supervisor of Buildings and Grounds, one officer or steward of the Union shall be given unpaid leave to participate in a discussion with the employee and his or her supervisor if the officer's or steward's absence would not interfere with the operating requirements of the District.

A Union officer or steward who is employed by the District shall clock out beginning when he or she ceases work to attend to union business and shall clock in upon resuming work. The officer or steward shall submit a written statement to the Supervisor of Buildings and Grounds or his or her designee specifying the amount of time that the officer or steward was away from work and that the absence was because of authorized Union business. Upon receipt of an invoice, the Union shall reimburse the District for all costs and expenses resulting from the absence of the officer or steward from his or her assigned duties including the wages with applicable taxes and fringe benefits paid or provided to the officer or steward as an employee of the District.

Union officers and stewards shall, on the employer's premises during non-working time, be entitled to investigate and process grievances, collect union dues, post printed matter on union bulletin boards and disseminate official union communications. As used herein, the term "non-working time" means the non-working time of the steward and any bargaining unit employee contacted.

SIGNATURES OF THE PARTIES

Dated the _____ day of _____,
2018 **2020**.

Dated the _____ day of _____,
2018 **2020**.

Jason Buckingham, Chief Negotiator
Ralston Board of Education

~~Suzanne Anderson~~ **Steve Owens**, President
Service Employees International
Union, Local 226

APPENDIX 1

~~2018-2019~~ **2020-2022**

Custodian ~~\$13.00~~ **\$13.70**

~~2018—2019~~ **2020-2021** Wage Increase - For the ~~2018—2019~~ **2020-2021** contract year, each employee will receive a ~~\$0.45 (45 cents)~~ **\$.40 (40 cents)** per hour increase. The rates listed above reflect the base hiring rate for the ~~2018—2019~~ **2020-2021** contract year(s). Base hiring rates for ~~2019/20~~ **2021-2022** will increase by **\$.40 (40 cents)**. A custodian that works at night will receive a \$0.10 (ten cent) shift differential.

Should the health insurance package agreed to in this contract exceed a 10% increase for the ~~2018-2019~~ **2021-2022** school year, either party has the right to re-open negotiations through written communication within 30 days from release of the ~~2018/19~~ **2021-2022** health insurance rates from the Educators Health Alliance.

Longevity Payment - Beginning in the fiscal year that follows the completion of an employee's fifth year of consecutive full-time employment, and each five years of consecutive full-time employment thereafter, an employee shall receive a longevity payment in the amount set forth below.

6 - 10 years - 15 cents

11-15 years - 15 cents

16-20 years - 20 cents

21 years and up - 20 cents

APPENDIX II

Quarterly awards for perfect attendance will be reviewed during the month following the specific quarter outlined below. Payments will be made through the payroll process in September of each year. Quarters for service employees are as follows:

Quarter 1 – September through November

Quarter 2 – December through February

Quarter 3 – March through May

Quarter 4 – June through August

To be eligible for quarterly awards, employees must be full time employees. Part-time employees will be paid on a pro-rated basis equal to their full time equivalency (FTE).

**NEGOTIATED AGREEMENT
Food Service Workers**

**Ralston Public Schools
and
Service Employees Local No. 226**

This agreement is made by and between the Board of Education of Ralston Public Schools, also known as Douglas County School District 0054 and hereinafter referred to as the Board or the District, and Service Employees International Union, Local Number 226, affiliated with the AFL-CIO and hereinafter referred to as the Union. The terms of this Agreement shall be in effect for a period commencing ~~August 1, 2018~~ **September 1, 2020** and ending ~~July 31, 2020~~ **August 31, 2022**.

ARTICLE 1

RECOGNITION

Section 1.1 - Recognition of Union. The District recognizes the Union as the exclusive representative of “employees” as defined in Section 1.2 of this Agreement.

Section 1.2 - Definition of Employees. Whenever used in this Agreement, the term “employees” shall mean full-time and part-time employees employed by the District as food service workers but excluding temporary personnel as defined in Section 1.3 of this Agreement.

Section 1.3 - Definition of Temporary Personnel. Temporary personnel are persons hired by the District who, prior to the commencement of work, have executed a written statement acknowledging employment as temporary personnel.

ARTICLE 2

MANAGEMENT RIGHTS

Section 2.1 - Retention of Managerial Prerogatives. Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights, prerogatives and functions are retained and vested exclusively in the District, including, but not limited to, the rights, in accordance with its sole and exclusive judgment and discretion: to hire, reprimand, suspend, discharge or otherwise discipline employees; provided that any employee who is reprimanded, suspended or discharged shall be told the reason for the

reprimand, suspension or discharge; to determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off, and recall to work; to set the standards of the services to be rendered; to set the starting and quitting time and the number of hours and shifts to be worked; to use independent contractors to perform work or services; to subcontract or contract out the District's operations or any part thereof; to expand, reduce, alter, combine, transfer, assign or cease any job or service; to issue, amend and revise policies, rules, regulations and practices. The District's failure to exercise any right, prerogative or function hereby reserved to it, or the District's exercise of any such right, prerogative or function in a particular way, shall not be considered a waiver of the District's right to exercise such right, prerogative or function or preclude it from exercising the same in some other way not in conflict with the express provisions of this Agreement.

ARTICLE 3

NONDISCRIMINATION

Section 3 - Nondiscrimination. The Board and Union agree that the hiring of employees shall be done without regard to race, color, national origin, religion, gender, disability, marital status, or participation or nonparticipation in the Union.

ARTICLE 4

CHECK OFF

Section 4.1 - Check off. Upon receipt by the District of a check off authorization, dated and executed by an employee, the District shall deduct the Union's membership dues for the month in which such deduction is made. The District will forward the monies so deducted to the Treasurer of the Union not later than the last day of the calendar month in which the deduction is made. The District shall deduct from an employee's wages only that amount of money which the employee has certified to the District, in writing, is the amount of dues to be withheld and paid to the Union. In the same manner, the District shall also withhold such amounts specified by the employee for charitable contributions and such other purposes as are permitted by the Board.

Section 4.2 - Check Authorization Form. The District shall not deduct any monies from an employee's wages pursuant to Section 4.1 of this Agreement, unless the check off authorization executed by the employee conforms to the rules and regulations of the District.

Section 4.3 - Hold Harmless Provision. The Union shall save the District harmless against any and all claims, demands, suits, grievances or other liability that arise out of or by reason of actions taken by the District pursuant to this

Article 4.

ARTICLE 5

GRIEVANCE PROCEDURE

Section 5.1 - Definition of Grievance. A grievance is an allegation by an employee or the Union that the District has violated an express provision of this Agreement.

Section 5.2 - Procedural Steps. The procedure for handling grievances shall be as set forth below.

Step 1 - Oral Notice to Immediate Supervisor. The grievant shall first take up the grievance by presenting it to his or her immediate supervisor within seven (7) days of the incident giving rise to the grievance.

Step 2 - Written Grievance to the Director of Food Services. If the grievance is not satisfactorily adjusted within five (5) days from the meeting with the supervisor, the employee or the Union representative shall present the grievance in writing to the Director of Food Services or his or her designated representative. The Director of Food Services or his or her designated representative shall, within ten (10) days from the day the written grievance was received, make a determination and submit his or her answer in writing to the grievant.

Step 3 - Written Appeal to the Superintendent of Schools. If the Director of Food Services or his or her designated representative does not satisfactorily settle the grievance within ten (10) days from the date it is presented to him or her, the employee or the Union may appeal the grievance to the Superintendent of Schools or his or her designated representative. Said appeal shall be presented, in writing, to the office of the Superintendent of Schools within twenty (20) days of the date that the grievance was presented to the Director of Food Services or ten (10) days after the determination made by the Director of Food Services, whichever date is later.

The Superintendent of Schools or a designated representative shall make a written determination regarding the grievance within thirty (30) days from the date it is presented to him/her.

Step 4 - Appeal to the Board of Education. If the determination of the Superintendent of Schools is not satisfactory to the grievant, it may be appealed to the Board within thirty (30) days of the date of the

Superintendents' decision. At its next regular meeting, the Board shall hear the grievance in open or closed session in accordance with the law and the decision of the Board shall be rendered within thirty (30) days of the hearing.

Section 5.3 - Written Presentation. All grievances presented at Step 2 and subsequent steps of the procedure set forth in Section 5.2 of this Agreement shall set forth: the facts giving rise to the grievance; the provision(s) of the Agreement, if any, alleged to have been violated; the names of the aggrieved employee(s); and the remedy sought. All grievances at Step 2 and appeals at Step 3 and Step 4 of the procedure set forth in Section 5.2 of this Agreement shall be signed and dated by the aggrieved employee and/or his shop steward. All written answers submitted by the District shall be signed and dated by the appropriate District representative.

Section 5.4 - Time Limitations. The time limitations set forth in this Article 5 are of the essence of this Agreement. All references to days are to calendar days. No grievance shall be accepted by the District unless it is submitted or appealed within the time limits set forth in Section 5.2 of this Agreement. If the grievance is not timely submitted at Step 1 or Step 2, it shall be deemed waived. If the grievance is not timely appealed to Step 3, it shall be deemed to have been settled in accordance with the District's Step 2 answer. If the District fails to answer within the time limits set forth in Section 5.2 of this Agreement, the grievance shall automatically proceed to the next step.

ARTICLE 6

WAGES

Section 6.1 - Definition of "Designated Job Classification". The job classification to which an employee is assigned at the time of initial employment shall be the employee's "designated job classification" and shall remain the employee's designated job classification unless the employee moves to another job classification.

Section 6.2 - Straight-Time Rate of Pay. Except as otherwise specified in this Agreement, an employee shall be paid the straight-time rate of pay for his or her designated job classification for all time for which the employee is entitled to compensation pursuant to a provision of this Agreement. The straight-time rate of pay for each job classification set forth in Appendix I hereto shall be the hourly rate specified for that job classification.

Section 6.3 - Overtime Rate of Pay. For all hours actually worked in excess of forty (40) hours in a workweek, an employee shall be paid one and one-half (1.5) times his or her straight-time rate of pay for that workweek.

Section 6.4 - No Pyramiding of Overtime or Premium Pay. For each period of time for which an employee is entitled to compensation pursuant to a provision of this Agreement, he or she shall be paid in accordance with that pay formula set forth in this Agreement which entitles him or her to the greatest amount of compensation, but he or she shall not be entitled to compensation pursuant to any other pay formula set forth in this Agreement. Time for which an employee is compensated pursuant to the preceding sentence at a premium rate shall not be counted to enable the employee to receive compensation pursuant to another provision of this Agreement.

Section 6.5 - Compensatory Time. The District shall not assign compensatory time in lieu of paying overtime compensation.

Section 6.6 - Uniforms. Each employee shall wear a uniform in accordance with the requirements of the District. Each employee is responsible for the care and cleaning of her or his own uniforms. Each employee will wear a clean, well maintained, uniform to work each day. The District will pay each employee \$150.00 (One hundred fifty dollars) per year as a uniform allowance upon completion of 60 working days of probation. For current employees the uniform allowance will be paid through payroll in October of each year and will be subject to the appropriate taxes as outlined by the IRS. Probationary employees will be paid the uniform allowance after completion of 60 working days. The uniform allowance will be intended to be used to buy at least one pair of slip resistant shoes and specified pants to wear to work. The food service director will publish the required specifications for shoes and pants that are required to be worn. Questions about individual uniforms meeting the identified specifications will be determined by the food service director and will not be open to appeal.

Section 6.7 – Performance Incentive Pay. The District shall pay each employee a performance incentive of \$.25 cents per hour upon two consecutive years of earning at least a 3.5 index score on the evaluation rubric used in the employee evaluation process. Once a performance incentive has been earned it will remain in the employee's hourly pay. For this contract evaluation scores earned for the 2010/2011 school year will count as the first year of a two year cycle for current employees. New employees will be eligible immediately to begin the process of earning an appropriate evaluation score for this benefit. An employee must work at least two consecutive quarters to be evaluated to be eligible for the performance incentive pay benefit. An employee successfully earning a performance incentive may then begin the two year process of earning the

benefit again.

ARTICLE 7

JOB OPENINGS

Section 7.1 - Job Openings. Job openings will be posted in the school kitchen area on the Union bulletin board **and communicated via district-wide email**. The notice of the opening will describe the qualifications for the position, hours of work and wages. All employees covered by this Agreement may apply for the opening by submitting a written application to the District's Personnel Office. Such employee applicants will be entitled to a personal interview, if requested in the application, for the purpose of establishing their qualifications for the position. The District will consider all employee applicants and all other applicants to assure the selection of the best qualified person for the position. The district will consider each applicant's skill, work experience, evaluations (for an applicant who is an employee of the District), and such other factors as are rationally related to the selection process. If, in the judgment of the District, the applicants' qualifications are equal, and one or more of the applicants are employees of the District, the District will select the employee with the greatest seniority. Seniority shall be defined as an employee's total length of continuous full-time service, excluding leave of absence, as a food service worker. Any dispute regarding seniority shall be resolved by reference to the official records of the District.

Section 7.2 - Layoff. When the District finds it necessary to lay off employees because of a reduction in the work force generally or in a particular area, the District will consider the employee's skills, work experience, evaluations and such other factors as are rationally related to the selection process to assure that the best qualified persons are retained in employment. If, in the sole judgment of the District, the employees' skills, work experience, evaluation and other qualifications are equal, the District will reduce the employee(s) with the least seniority.

Section 7.3 - Recall. When recalling employees who have been laid off, the District shall offer reemployment first to the qualified person with the greatest seniority. If the person with the greatest seniority declines recall, reemployment shall be offered to the qualified person with the next greatest seniority until a person accepts reemployment of all persons decline recall. An employee who has been laid off shall have recall rights for a period of twelve (12) months following the date of the layoff.

ARTICLE 8

DUTY HOURS

Section 8.1 - Duty Hours. The Director of Food Services will establish the duty hours of all employees.

Section 8.2 - Lunch Break. The District will provide each employee with an unpaid lunch break of 30 minutes. The District shall endeavor to assure that the lunch break is uninterrupted, but both the Board and Union recognize that emergencies will occur which may unavoidably interrupt the lunch break. The employee may leave the building during the lunch break if she or he clocks out upon departing and clocks in upon returning.

ARTICLE 9

LEAVE

Section 9.1 Employees covered by this contract will accrue their hourly equivalent of 10 (ten) days of sick leave per year. Sick leave will accrue by the number of hours worked per day (i.e. employees working 6 hours per day will accrue 6 hours of leave per month) and may be used by the hour (i.e. doctor's appointments, etc.) The maximum number of sick hours that may be accumulated in a calendar year is ten times the average assigned work day. In addition the employee's hourly equivalent of two (2) days are designated for personal leave (personal business that cannot be scheduled outside of work time), provided that three days notice shall be given to the Director of Food Service by submitting a completed Leave Request form to his/her office and the 60 day probationary period has been met. This 3-day requirement may be waived by the Food Service Director if the need for the leave is based on an emergency and such notice would have been impossible or impractical. The employee need not give a reason for the leave. If personal leave days are unused, two days will be carried over at the end of the school year (not to exceed four in one year). Unused, accrued sick leave days may be carried over from one year to the next, when service is unbroken, to a maximum hourly accumulation of seventy times the hourly equivalent of one work day. Sick leave days may be either used for personal or family illness (maximum of 10 days per year may be used for family illness). Family illness is defined the same as certified staff, i.e., spouse, child (including stepchild), parent, or a person who resides in the employee's home for whom the employee is legally responsible.

Snow Days: All snow days may be made up in the calendar year to maximize instruction for the students. Employees will not be required to take personal days during snow days knowing that the days may be made up at a later time in the current year calendar.

Section 9.2 – Unused Sick Leave. Upon leaving the district each food service employee shall be paid ~~45~~ **50%** of their hourly rate times ~~the average number of hours worked per day during the last year of employment for up to the hourly equivalent~~ **the number of hours of unused sick leave remaining at separation of employment, not to exceed** 70 seventy (70) days. An employee will be eligible for this program after they have completed eight (8) consecutive years of employment.

Section 9.3 – Requirements. Because of the difficulty of finding proper replacements, no more than three persons district wide may take their paid leave day, on any single day. Personal leave may not be taken on the day preceding or the day following intersession, a holiday, or a vacation day.

Section 9.4 – Perfect Attendance Compensation. Employees covered by this contract are eligible to earn \$40.00 (Forty) dollars per quarter for perfect attendance. Perfect attendance compensation will be recorded and accumulated annually and paid in June of each school year. A perfect attendance list will be published for inspection at the end of each quarter. Quarters are defined in Appendix II of this document. Use of personal days for this contract will not count against earning perfect attendance.

ARTICLE 10

BEREAVEMENT LEAVE

Section 10 - Bereavement Leave. An employee shall be permitted as many of the following number of consecutive days of paid leave, at the employee's discretion, for bereavement purposes: Five (5) days in the event of the death of the employee's spouse, child, stepchild, grandchild, parent, step-parent, sister or brother; three (3) days in the event of the death of the employee's or the spouse's grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew or a person who resides in the employee's household for whose care the employee is responsible; one (1) day of paid leave in the event of the death of the employee's aunt, uncle or cousin, or any persons not named above. The Director of Food Services shall have the discretion to grant unpaid bereavement leave to extend the leave described above.

ARTICLE 11

TERM LIFE INSURANCE

Section 11 - Term Life Insurance. The District will provide group term life insurance coverage for employees in the amount stated in the Ralston Education Association negotiated agreement. Employees shall have the option to purchase

additional insurance at their own expense as may be allowed by the term life insurance policy provisions.

ARTICLE 12

VISION EXAMINATIONS

Section 12.2 - Vision Examination. The District will pay up to Fifty Dollars (\$50) per employee for a vision examination every second year according to the rules and regulations of the District.

ARTICLE 13

DISABILITY INSURANCE

Section 13.1 - Disability. -The employee will pay the premium as a payroll deduction for participation in the long-term disability program. The Board will increase each employee's compensation by an amount equal to the employee's disability insurance. Employees will receive 66 2/3 percent disability insurance coverage based on the employee's salary.

Section 13.2 - Qualifications. Each employee shall be entitled to disability coverage beginning on the date when the employee has used all of his or her accumulated sick leave.

ARTICLE 14

ACTS IN VIOLATION OF LAWS OR ORDERS

Section 14.1 - Acts in Violation of Laws or Orders. Nothing in this agreement shall be construed to require either party to act in violation of any state or federal law or any presidential order. In the event such conditions should arise, this agreement should be considered modified to the extent necessary to comply with the law.

ARTICLE 15

Health Insurance

Section 15.1-Health Insurance. Under the provisions of the Affordable Care Act, all eligible employees will now be offered health insurance through the

district's health insurance provider. Single Health insurance will be offered for all eligible employees at a rate of contribution not to exceed 9.5% of the employee's gross paycheck. Employees choosing the health insurance option will have a rate not to exceed their hourly rate multiplied by 13 for their monthly deduction. This deduction will be made for the 10 pay periods of the employee's work year. Additionally, employees who choose may select additional health coverage at an additional premium, which is paid entirely by the employee.

SIGNATURES OF THE PARTIES

Dated this _____ day of _____, ~~2018~~ **2020**.

Dated this _____ day of _____, ~~2018~~ **2020**.

 Jason Buckingham, Chief Negotiator
 President
 Ralston Board of Education

~~Suzanne Anderson~~ **Steve Owens**,
 Service Employees International
 Union, Local 226

APPENDIX I

For the ~~2018—2019~~ **2020-2021** contract year, all Managers and Assistant Managers will receive a 0.50 cent raise. Kitchen Assistants will receive a .50 cent raise.

APPENDIX

Entry Level Wage*

	2018-2019	2020-2021
<u>ELEMENTARY SCHOOL</u>		
Manager	\$13.70	14.60
Kitchen Asst.	\$11.55	12.45
<u>MIDDLE SCHOOL</u>		
Manager	\$14.70	15.60
Lead Cashier	\$12.00	12.90
Kitchen Asst.	\$11.55	12.45

<u>HIGH SCHOOL</u>		
Manager	\$15.00	15.90
Asst. Manager	\$13.70	14.60
Kitchen Asst.	\$11.55	12.45

For the 2019—2020 **2021-2022** contract year, all Managers and Assistant Managers will receive a .40 cent raise. Kitchen Assistants will receive a **.40 .50** cent raise.

Entry Level Wage*

	<u>2019-2020</u>	2021-2022
<u>ELEMENTARY SCHOOL</u>		
Manager	\$14.10	15.10
Kitchen Asst.	\$11.95	12.95
<u>MIDDLE SCHOOL</u>		
Manager	\$15.10	16.10
Lead Cashier	\$12.40	13.40
Kitchen Asst.	\$11.95	12.95
<u>HIGH SCHOOL</u>		
Manager	\$15.40	16.40
Asst. Manager	\$14.10	15.10
Kitchen Asst.	\$11.95	12.95

*Actual starting salaries may be increased slightly at the discretion of the administration for employees who have applicable prior experience in the field.

Longevity Payments: Food Service employees will receive longevity increases starting with the new fiscal year after the 6th, 11th, 16th, 21st, and 26th anniversary of employment have been reached. The employee will receive an additional 30 cents per hour above their established hourly wage. This longevity bonus remains in effect each year until the next plateau is reached or until

changed by Board Action. A break in service will nullify this benefit.

6-10 years - 30 cents
11-15 years - 30 cents
16-20 years - 30 cents
21-25 years - 30 cents
26+ years - 30 cents

APPENDIX II

Quarterly awards for perfect attendance will be reviewed during the month following the specific quarter outlined below. Payments will be made through the payroll process in June of each year. Quarters for food service employees are as follows:

Quarter 1 – July through September
Quarter 2 – October through December
Quarter 3 – January through February
Quarter 4 – March through May

To be eligible for quarterly awards, employees must be full time employees. Part-time employees will be paid on a pro-rated basis equal to their full time equivalency (FTE).



Calendar Revisions Due to COVID-19 Pandemic

Overview

Include in this revised calendar are a few additions and revisions to the initial 2020-2021 school calendar. These revisions allow for flexibility in scheduling to provide an opportunity to adapt and navigate the potential unknowns as the 2020-2021 school year unfolds. These additions and revisions will allow the District to serve, communicate, and adapt to the needs of our school community better amidst a public health crisis.

Recommendation: Build possible make-up days into the calendar.

Make-up days would provide flexibility within our school calendar. It will allow the District the opportunity to communicate early on regarding our potential make-up plans if we have no school days in the school building or remotely. These days are spread throughout the year, allowing the District the opportunity to make timely situational decisions related to when we should make up these dates.

Recommendation: End of quarter flexibility.

Creating flexible quarter-end dates allows the District to address meeting the instructional hour requirements and the unknown timing implications of the virus. By having minimum and maximum end dates for each quarter, it allows us to make decisions to transition between quarters at a faster or slower pace based on what is happening with the health status of our community as we move through the year.

1st Quarter	Scheduled: 10/14/2020 Earliest end date: 10/8/2020 Latest end date: 11/3/2020
2nd Quarter	Scheduled: 12/21/2020 Earliest end date: 12/14/2020 Latest end date: 1/21/2021
3rd Quarter	Scheduled: 3/12/2021 Earliest end date: 3/1/2021 Latest end date: 3/24/2021
4th Quarter	Scheduled: 5/25/2021 Earliest end date: 5/5/2021 Latest end date: last student day

*without makeups

Ralston High School Seniors and Parents:

Once again, congratulations to the Class of 2020. The purpose of this message is to provide you with information and ask for your feedback on conducting an in-person graduation ceremony.

Back in the spring, the District reserved two dates over the summer if an in-person graduation ceremony became possible through local health regulations. The latter of those two dates is coming up on Monday, July 20, 2020. If held, the ceremony would start at 6:30 pm.

After visiting with officials at Ralston Arena, an in-person graduation ceremony is possible for our date in July but with several guidelines in place for the health and safety of everyone in attendance.

Those guidelines include:

- Each graduate would be allowed to invite two guests. (A graduate could have the potential of having up to four guests. It depends on the number of seniors who elect to participate in the ceremony.)
- No gatherings of graduates, families, or other large groups on the arena property before, during, and after the graduation ceremony.
- Graduates would be spread out on the arena floor and would be required to go directly to their assigned seats upon entering the arena.
- Guests would need to spread out, using all available seats in the arena. It could mean some families may have to sit behind the stage.
- Graduates and their families would quickly exit upon the conclusion of the ceremony to head home.

Depending on the interest of graduates and their families, another option could be to host a graduation ceremony at Ralston High School. To make a firm decision, the District has attached a short survey to this message. The results will help us to formulate a decision on whether an in-person graduation ceremony is desired at either location. Please take a couple of minutes to complete the attached survey.

RHS Class of 2020, thank you for your response to such a challenging finish to your senior year. I am proud of you and very excited to call you Ralston Ram Alumni. The District will be in touch soon with a decision on the potential in-person graduation ceremony.

Sincerely,

Dr. Mark Adler
Superintendent of Schools

Survey Questions:

Yes, our graduate and family would participate in an in-person graduation ceremony and would be able to comply with the guidelines.

No, our graduate and family have been satisfied with the events honoring the RHS Class of 2020 and will not be participating in the in-person ceremony.

No, our graduate has either reported to college, the military, or started their career and is unable to attend the in-person ceremony.

No, our graduate and family are not interested in participating in the in-person ceremony.



Advocating for Physicians and the
Health of all Nebraskans

June 22, 2020

John Spatz, J.D.
Executive Director
Nebraska Association of School Boards
1311 Stockwell Street
Lincoln, NE 68502

Dear John,

The Nebraska Medical Association (NMA) represents almost 4,000 physicians, residents, and medical students across the state of Nebraska. On behalf of our members, the NMA would like to commend you and the NASB members on its' thoughtful and creative approach to re-open schools safely.

Global research continues to show that social distancing, hand washing, and the use of face coverings at all times are important interventions in reducing the spread of COVID-19 in our communities. We strongly support the use of masks or cloth face coverings at all times in enclosed settings in order to reduce the chance of spread of the virus. Following these guidelines will not only keep our students safe, but also the community they interact with.

Thank you for your leadership and your commitment to keeping children and the community safe.

Sincerely,

Todd E. Hlavaty, MD
NMA President

Ralston Public Schools 2020-2021 Kindergarten – 12th Grade Calendar

Final 6/9/20

JULY '20						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

JANUARY '21						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

1 Winter Break

3-5 New Teachers
6-10 Pre-Service
11 First Day PK, Kg, 7 & 9
1:30 dismissal
12 All Students

AUGUST '20						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

FEBRUARY '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

12 District In-Service
15 Comp Day for Conferences

7 Labor Day
18 District In-Service

SEPTEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MARCH '21						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

12 End of 3rd Quarter
15 In-Service/Collaborative Planning
29-31 Spring Break

14 End of 1st Quarter
15 District In-Service/
Collaborative Planning
16 Comp Day for Conferences

OCTOBER '20						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

APRIL '21						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

1-2 Spring Break

2 District In-Service
26-27 Thanksgiving Break

NOVEMBER '20						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

MAY '21						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

16 Graduation
25 Last Student Day/End of 4th Quarter
26 Last Staff Day/
Collaborative Planning (or possible makeup day)

21 End of 2nd Quarter & 1st Semester
22 Collaborative Planning
23-31 Winter Break

DECEMBER '20						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JUNE '21						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

- No School for Students/Staff Report
- No School for Students or Staff
- No School for Students or Staff or Possible Makeup Day due to Pandemic or Snow Day

Note: Quarter end dates may be adjusted if closure occurs.



Return to Learn Protocol

In response to the COVID-19 pandemic, and with the safety and health of our students, staff, and community as our focus, Ralston Public Schools has outlined the following return to learn protocol for the 2020/2021 school year.

Protocol Overview

Outlined in the chart below are three options or levels for the return to learning for Ralston Public Schools for the 2020-2021 school year. Flexibility between options will be important and will be based upon the current health of the school and our local community. In all cases, the health and safety of our students, staff, and community will remain a priority. Health and safety measures have been established and will be followed within each level. School calendars and daily schedules have been developed for each level of operation. Movement between levels will be driven by the current health of the school and our local community.

Calendar, Time Management, and Learning Environment Considerations

	Calendar, Time Management, and Learning Environment Considerations	Notes
Low Level - Virus <ul style="list-style-type: none"> <i>Flexibility between levels will be key.</i> 	<ul style="list-style-type: none"> Start school on time with current daily schedule Limit large group gatherings when possible Social distance when possible Consider the adoption of a flexible calendar to include identified 	<ul style="list-style-type: none"> Wash hands/focus on Hygiene Daily symptom check Random temperature checks Social distance as much as possible Remote teaching and learning options for vulnerable populations Follow established

	<p>make up days in the event of required school closure</p> <ul style="list-style-type: none"> Consider accelerated school calendar options advancing between quarters more quickly 	<p>health and safety measures outlined in the RPS Return to Learn Protocol</p> <ul style="list-style-type: none"> Blended learning options available
<p>Medium Level - Virus</p> <ul style="list-style-type: none"> <i>Flexibility between levels will be key.</i> 	<ul style="list-style-type: none"> Follow all elements in green as well as items listed below Start school on time based upon adopted calendar De-densify population Adjust daily instructional time at each campus Limit large group gatherings when possible 	<ul style="list-style-type: none"> Follow established health and safety measures outlined in the RPS Return to Learn Protocol A/B Instructional Days or 50% student population Five day week with adjusted instructional time at each campus Blended learning with technology support Remote teaching and learning options for vulnerable populations Consider restricting PE/Choir/Band classes. Limit physical contact in any educational environment
<p>High Level - Virus</p> <ul style="list-style-type: none"> <i>Flexibility between levels will be key.</i> 	<ul style="list-style-type: none"> Discontinue daily attendance and move to remote learning Established daily learning and teacher support schedules 	<ul style="list-style-type: none"> Teaching and learning provided through technology resources Scheduled daily video conference instruction



Health and Safety Measures

	Elementary PK-6	Secondary 7-12
Low Level - Virus	<ul style="list-style-type: none"> • Wash hands/focus on Hygiene • Daily symptom check • Limit large groups when possible • Random temperature checks • Limit visitors to school • Social distance when possible 	<ul style="list-style-type: none"> • Wash hands/focus on Hygiene • Daily symptom check • Limit large groups when possible • Random temperature checks • Limit visitors to school • Social distance when possible
Medium Level - Virus	<ul style="list-style-type: none"> • De-densify population 50% • A/B Days • Lunch/Breakfast in the classroom or limit group size in lunchroom • Wash hands/focus on Hygiene • Daily symptom check • Limit large groups • Random temperature checks • No visitors to school • Social distancing • Stagger arrival and dismissal • Stagger hallway movement • Blended learning with technology support • No out of state travel • Limit in state travel and field trips 	<ul style="list-style-type: none"> • De-densify population 50% • A/B Days • Social distance breakfast and lunch possibly by limiting group size in lunchroom • Wash hands/focus on Hygiene • Daily symptom check • Limit large groups • Random temperature checks • No visitors to school • Social distancing as much as possible • Stagger arrival and dismissal • Stagger hallway movement • Blended learning with technology support • No out of state travel • Limit in state travel • Limit assemblies/pep rallies



		<ul style="list-style-type: none"> • Reconsider athletics/activities at all levels
High Level - Virus	<ul style="list-style-type: none"> • Fully remote learning • Scheduled daily video conference instruction • All students assigned a technology device 	<ul style="list-style-type: none"> • Fully remote learning • Scheduled daily video conference instruction • All students assigned a technology device • Use of Edgenuity for extended credit earning opportunities

Student and Employee Daily Pre-Screening Guide

- Parents screen children at home for temperature, runny nose, cough, and other symptoms.
- Staff screen at home for temperature, runny nose, cough, and other symptoms.
- Students and staff do not report to school if symptomatic, call medical professional

Masks

Social Distancing at School

- Social Distancing is defined as creating physical space between individuals.
- Try to stay at least 6 feet (about 2 arms' length) from other people
- Try to limit large group gathering or crowded spaces when possible

Protocol for Cleaning at All Levels--CDC Guidelines will be followed

- Custodians and/or staff are to clean all high touch surfaces including door knobs, restrooms, light switches, classroom sink handles, keyboards, and countertops on a regular basis.
- Toys and shared materials are to be sanitized, cleaning materials are to be kept out of the reach of children



- Children and Staff are to wash their hands before handling any food and after helping students eat
- Students are to wash or sanitize their hands every two hours.

Positive Cases and Response (Placeholder Only--Guidance Coming from DCHD)

Positive case (student or staff)

- Public health will receive the laboratory result and at that time will contact the positive case and do a contact investigation asking questions i.e. who have you been around closer than 6 feet for longer than 10 minutes, most likely that is the household and some classmates and or colleagues. Those are contacts who then should quarantine at home for 14 days.
- The Health department may ask the school to help out in identifying classmates sitting close by the positive dependent on the class set-up. Those students in closer contact will be contacted by the health department or in collaboration with the school. We will follow the lead of the experts at the Douglas County Health Department.
- A classroom and/or building will be closed for a minimum of 24-48 hours and deep cleaned with a report of a student testing positive for COVID-19 that has been in a school facility.
- Communication to families will be similar to that of MRSA and Whooping Cough.
- Infected individuals can return to school 10 days after the symptoms started, 3 of those days have to be fever-free without fever-reducing medicine and the symptoms must have significantly improved. Quarantine persons can return to school 14 days after they had last contact with the positive case.
- Communication with environmental services to facilitate rapid cleaning and disinfecting surfaces to immediately limit exposure to others
- Develop, implement, and communicate a “return to school” policy in coordination with local health experts for all recovering individuals, those returning from caring for an infected individual, and those returning to the community from high-risk locations



Response to sick students in school (any sickness, not just specific to COVID-19)

- The student will be sent home and all classroom families will be contacted. Standard e-mail communication provided to building secretaries to send out within 2-4 hours of the illness. Classroom will be deep-cleaned.

Special Topics and Considerations (DRAFT from Supt. Council)

Topic	High Level - Virus	Medium Level - Virus	Low Level - Virus
Masks	Students not in attendance	No masks required. Possibly require masks Students and staff may choose to wear masks	No masks required. Students and staff may choose to wear masks
Temperature and Symptom Check	<ul style="list-style-type: none"> • Students not in attendance. 	<ul style="list-style-type: none"> • Students, parents, and staff are asked to do a daily temperature and symptom check before coming to school • Please see the pre-screening guide • Do not report if symptomatic or with a temperature above 100° F) 	<ul style="list-style-type: none"> • Students, parents, and staff are asked to do a daily temperature and symptom check before coming to school • Please see the pre-screening guide • Do not report if symptomatic or with a temperature above 100° F)
Travel	<ul style="list-style-type: none"> • No in state or out of state travel. 	<ul style="list-style-type: none"> • No field trips or assemblies • Limited in state travel for students and staff with prior administrative 	<ul style="list-style-type: none"> • Limited field trips and assemblies permitted with prior administrative approval • In state travel



		<ul style="list-style-type: none"> approval No out of state student or staff travel without prior administrative approval. 	<ul style="list-style-type: none"> permitted for students and staff with prior administrative approval No out of state student or staff travel without prior administrative approval.
Hand Washing Hand Sanitizing	<ul style="list-style-type: none"> Students not in attendance. 	<ul style="list-style-type: none"> Students and staff sanitize their hands upon entering the building (i.e.- first classroom a student enters), entering and exiting individual classrooms, entering & exiting cafeteria, and exiting building. (70% alcohol) Staff are responsible for ensuring the sanitizer is utilized for all students upon entering and exiting their classroom 	<ul style="list-style-type: none"> Students and staff sanitize their hands upon entering the building (i.e.- first classroom a student enters), entering and exiting individual classrooms, entering & exiting cafeteria, and exiting building. (70% alcohol)
Passing Periods	<ul style="list-style-type: none"> Students not in attendance. 	<ul style="list-style-type: none"> Longer or flexible passing periods throughout the day to ensure enough time for touch-surface cleaning protocols to 	<ul style="list-style-type: none"> Longer or flexible passing periods throughout the day to ensure enough time for touch-surface cleaning protocols to occur.

		<p>occur.</p> <ul style="list-style-type: none"> Staggered passing periods may be necessary 	
Bussing	<ul style="list-style-type: none"> Students not in attendance. 	<ul style="list-style-type: none"> Students are assigned seats and wear masks, as well as driver wears masks. Surfaces are wiped down between routes Staggered routes to limit the number of students on a bus at one time (limited one per seat or 50% capacity) 	<ul style="list-style-type: none"> Students are assigned seats and wear masks, as well as driver wears masks. Surfaces are wiped down between routes **If needed, staggered routes to limit number of students on a bus at one time (% based on Health Department recommendations)
Cafeteria/Lunch	<ul style="list-style-type: none"> Students not in attendance. 	<ul style="list-style-type: none"> Sanitize hands upon entering cafeteria line Placement of distancing marks on the floor for cafeteria lines. Social distancing when possible. Served or box meals only--no offering bars. Meals may be served in classrooms when necessary Staggered or extended lunch periods as necessary 	<ul style="list-style-type: none"> Sanitize hands upon entering cafeteria line Placement of distancing marks on the floor for cafeteria lines. Social distancing when possible. Served or box meals only--no offering bars. Meals may be served in classrooms when necessary



<p>Entering and Exiting School</p>	<ul style="list-style-type: none"> • Students not in attendance. 	<ul style="list-style-type: none"> • Social distancing practices will be in place for entering / exiting the building as much as possible • Straight will progress to first period class • Sanitize hands as students enter their first classroom. • Staggered arrival and dismissal may be required. 	<ul style="list-style-type: none"> • Social distancing practices will be in place for entering / exiting the building as much as possible • Straight will progress to first period class • Sanitize hands as students enter their first classroom.
<p>Pick-up / Drop Off of Students</p>	<ul style="list-style-type: none"> • No students in attendance. 	<ul style="list-style-type: none"> • No congregating at entrance or exit area while waiting for students, Social distancing practices should be followed • Parents are encouraged to stay in their vehicle during pick-up and drop off 	<ul style="list-style-type: none"> • No congregating at entrance or exit area while waiting for students, Social distancing practices should be followed • Parents are encouraged to stay in their vehicle during pick-up and drop off
<p>Signage and Communication</p>	<ul style="list-style-type: none"> • Students not in attendance. • District Communication again on Thursdays every two weeks or when necessary. • Page on District website 	<ul style="list-style-type: none"> • Signage/protocol: Displayed at entrance, restrooms, cafeteria, media center, computer lab, locker rooms, & hallways. • Reminders of 	<ul style="list-style-type: none"> • Signage/protocol: Displayed at entrance, restrooms, cafeteria, media center, computer lab, locker rooms, & hallways. • Reminders of healthy habits

	<p>dedicated to virus info.</p> <ul style="list-style-type: none"> • Important information posted on District social media pages. 	<p>healthy habits (handwashing, stay home if exhibiting symptoms, etc.) in school newsletters & social media.</p> <ul style="list-style-type: none"> • Handwashing signs in bathrooms • District level communication on policy/procedures communicated early to families. Review or highlights of certain topics either on social media or directed through Blackboard 	<p>(handwashing, stay home if exhibiting symptoms, etc.) in school newsletters & social media.</p> <ul style="list-style-type: none"> • Handwashing signs in bathrooms • District level communication on policy/procedures communicated early to families. Review or highlights of certain topics either on social media or directed through Blackboard
<p>Co/Extra Curricular Activities</p>	<ul style="list-style-type: none"> • Students not in attendance. 	<ul style="list-style-type: none"> • NSAA Guidelines will be followed for all extracurricular activities • RPS health and safety measures and expectations will also apply. • May limit attendance at activities to only immediate family. • Consider intramurals at the middle school level 	<ul style="list-style-type: none"> • NSAA Guidelines will be followed for all extracurricular activities • RPS health and safety measures and expectations will also apply.



Drinking Fountains	<ul style="list-style-type: none"> • Students not in attendance. 	<ul style="list-style-type: none"> • No mouth drinking from fountains • Water bottles are provided by students and families or made available by school building 	<ul style="list-style-type: none"> • No mouth drinking from fountains • Water bottles are provided by students and families or made available by school building
Visitors	<ul style="list-style-type: none"> • No outside visitors on campus. • Limited building and campus use. 	<ul style="list-style-type: none"> • No outside visitors on campus without an advanced appointment. • Pre screening of visitors is required. 	<ul style="list-style-type: none"> • Standard district protocols apply • Pre screening of visitors is required.
Teacher Breakroom	<ul style="list-style-type: none"> • Students and staff not in attendance. 	<ul style="list-style-type: none"> • Social distancing when possible • Table cleaned before and after use • Like groups encouraged 	<ul style="list-style-type: none"> • Social distancing when possible • Table cleaned before and after use • Like groups encouraged
Common Space Use (i.e. hallways, commons, restrooms, cafeteria, playground)	<ul style="list-style-type: none"> • Students not in attendance. 	<ul style="list-style-type: none"> • Utilization of common space needs to be scheduled to ensure social distancing and proper cleaning • Assigned restroom utilization (i.e. by class, locations, 	<ul style="list-style-type: none"> • Utilization of common space needs to be scheduled to ensure social distancing and proper cleaning • Assigned restroom utilization (i.e. by class, locations,



		<ul style="list-style-type: none"> grade, etc.) Increase level of cleaning in all common spaces 	<ul style="list-style-type: none"> grade, etc.) Increase level of cleaning in all common spaces
Touch Surface Cleaning	<ul style="list-style-type: none"> Students not in attendance. Deep building cleaning by school staff. 	<ul style="list-style-type: none"> Desks cleaned between each period, (i.e. elementary transition or 45 minute blocks - MS and HS blocks of time between 45 to 90 minutes), restrooms cleaned during the day and in the evening. (EPA standard) 	<ul style="list-style-type: none"> Desks cleaned between each period, (i.e. elementary transition or 45 minute blocks - MS and HS blocks of time between 45 to 90 minutes), restrooms cleaned during the day and in the evening. (EPA standard)
Facility usage by outside organizations	<ul style="list-style-type: none"> No outside facility use. 	<ul style="list-style-type: none"> Daycares that operate in school facilities will follow state DHM guidance (Ex. Tiny and Lil Rams) Limited to no facility use by outside organizations. 	<ul style="list-style-type: none"> Daycares that operate in school facilities will follow state DHM guidance (Ex. Tiny and Lil Rams) Staggered start times for practices, only two coaches and participants will be allowed in the facility

Student / Staff Count 2019-2020 School Year

Elem. School	Grade																Total *Student / Staff	
	PS		KG		1		2		3		4		5		6			
	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud		
All Student Counts Are Actual SIMS Enrollment Figures																		
BLUM	2	26	2	42	3	51	3	49	3	50	3	52	2	45	2	51	21	340
KW	2	23	1	23	1.5	26	1.5	23	1.5	31	1.5	28	1.5	30	1.5	19	10	180
MEAD	2	36	2	46	2	41	2	46	2	41	2	37	2	50	2	41	14	302
MOCK	1	20	3	47	2	55	3	53	2	49	3	49	2	50	2	51	17	354
SEY	1	18	2	32	1.5	32	1.5	34	1.5	34	1.5	33	1.5	31	1.5	39	11	235
WW	2	37	2	44	2	39	2	31	2	33	2	46	2	48	2	37	14	278
Totals By Gr	10	160	12	234	12	244	13	236	12	238	13	245	11	254	11	238	87	1689
*Does not include PS																		
Blum. & Sey. SPED staff & KW Hearing Impaired for K-6 is added to staff Total																		
Sec. School	7		8		9		10		11		12		TOTAL					
	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud	Staff	Stud				
RMS		245		222									0	467				
RHS						242		249		256		170	0	917				
Totals	Staff	*Stud	Ratio		*Stud 18-19	Change for 19-20												
BLUM	23	366	16/1		390	-24						*Includes PS						
KW	12	203	17/1		194	9												
MEAD	16	338	21/1		344	-6												
MOCK	18	374	21/1		383	-9												
SEY	12	253	21/1		247	6												
WW	16	315	20/1		287	28												
Totals	97	1849	19/1		1845	4												
RMS	36	467	13/1		453	14												
RHS	70	917	13/1		1039	-122												
Sec. Total	106	1384	13/1		1492	-108						June 18 2020						
Dist. Total	203	3233	16/1		3337	-104						11:37 AM						

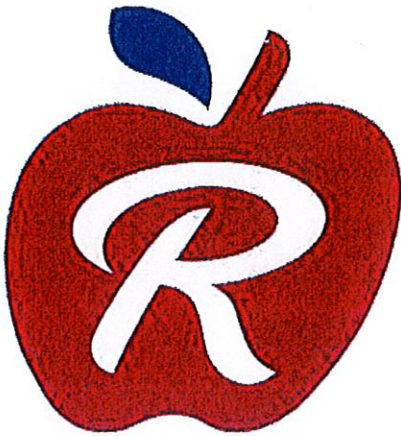


Policy Update
2020-2021
Summary of Changes

	Page 1	KSB Policy Update
2002	Organization of the Board, Board Officers, Committees, and Check Signing Page 19	Change is required --This change clarifies board officer positions as well as who can sign checks, warrants, and other instruments of the District.
3004	General Purchasing and Procurement Page 35	Change is Recommended --This policy change is desired locally. This change would allow the administration to purchase items up to \$25,000 without prior board approval. The current threshold is \$10,000.
3034	Disbursements Page	This policy number has now been left blank as 3034 has been included in Policy 2002.
3039	Threat Assessment Page 41	Change is highly recommended but not required -- The policy change defines differences between threat levels and allows students and staff discretion in which threats are reported.
3046	Animals at School Page 59	Change is highly recommended but not required --This change outlines a process to follow in reviewing and approving a request from a student to have a service animal at school. This process would utilize the IEP Team or a Section 504 Plan.
3055	School Resource Officer Page 76	Required Change --This new policy is required as the result of changes in Nebraska Law. On January 1, 2021, any school who uses the services of a School Resource Officer must have a MOU in place with a law enforcement agency.

3061	Golden Age Pass	Policy Number Change --Golden Age Pass has been policy 3055 but with the addition of School Resource Officer we have had to move Golden Age Pass to Policy 3061
4003	Drug Testing of Drivers Page 78	Required Change --This change puts our policy in line with DOT expectations in making sure drivers have been made aware of the District's drug and alcohol testing program.
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5035	Student Discipline Page 98	Change is Required --This change outlines the opportunity within the policy for school leaders to use restorative justice practices when working with students. The policy change also outlines the ability for school staff to assign consequences to students making false statements or knowingly providing false information.
5054	Student Bullying Page 123	Change is Recommended --This change provides a more clear definition of bullying and provides guidance to students on the reporting of bullying to school staff.
6020	Multicultural Education Page 129	Change is Recommended --NDE Rule 10 requires that Districts have various items that address Multicultural Education. Recent Rule 10 Audits have uncovered some schools having deficiencies in these areas. RPS did have appropriate documentation to meet the requirements of our recent Rule 10 audit.

6021	<p>District Criteria for Selecting Evaluators to be Used for Special Education Evaluation</p> <p style="text-align: center;">Page 134</p>	<p>Change is Required--This change is to clarify geographic restriction and that it is to be measured by miles from the students building to the evaluator. Previous policy stated 100 miles, we have suggested 50 miles due to the access within the metro area. The policy is also reflective of higher standards required for an IEE that align with educational best practices and requirements, which we require our own evaluators to follow.</p>
6033	<p>Restraint and Seclusion</p> <p style="text-align: center;">Page 139</p>	<p>Change is Required-- The policy defines physical restraint, mechanical restraint, chemical restraint, and seclusion that are provided by the Office for Civil Rights in relation to its Civil Rights DATA Collection. The policy now provides specific procedures regarding the use of restraining and seclusion techniques. It also calls for all staff members to be provided notice of this policy and trained on its contents.</p>



Ralston
PUBLIC SCHOOLS

**Board of Education
Policy Update
2020/2021 School Year**

Version 1--June 22, 2020

Respectfully Submitted by:

**Dr. Mark Adler
Superintendent**



Policy Update
2020-2021
Summary of Changes

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KAREN A. HAASE
STEVE WILLIAMS
BOBBY TRUHE



COADY H. PRUETT
JORDAN JOHNSON
SHARI RUSSELL, Paralegal

MEMORANDUM

To: KSB Policy Service Subscribers
FROM: KSB School Law
DATE: May 29, 2020
RE: Annual Policy Updates

Attached are the (first round) 2020 KSB School Law policy updates. We have also included changes to our standard forms and updates on some other laws which do not require changes to policies but do present new obligations or things to keep in mind as you enter the 2020-21 year. We have broken these down in 3 sections: "Policy Changes;" "Forms Changes;" and "Other Issues to Consider."

Unfortunately, due to COVID-19, we also know that there will be at least two additional rounds of policy updates over the next several months. We have added a section on that at the end of the memo, as well.

To assist subscribers in implementing these policy changes and the other considerations laid out in this Memo, **KSB will hold a webinar on Monday, June 1, 2020 at 10:00 a.m. Central Time.** In the webinar, we will give a brief overview of the changes and then answer questions from attendees regarding the policies and other considerations. We have included the link to the ZOOM conference in the cover e-mail that transmitted these updates. We will also record the webinar and will post it on the KSB School Law website in the Policy Updates section.

Please feel free to contact us if you have any additional questions or if you would like to have a policy customized or "tweaked" to meet your individual circumstances.

Policy Changes

REVISION OF POLICY 2002: Organization of the Board, Board Officers, Committees, and Check Signing

We have modified this policy in two ways, based on questions we continue to receive regarding who can serve in board officer positions and who can sign checks, warrants, and other instruments of the district. We have also renamed the policy to make it easier to find the different board officer duties and the board committees, including the new Committee on American Civics.

The president and vice president must be members of the board, but the secretary and treasurer, in most cases, do not need to be board members. Class III school boards may elect and appoint/employ a secretary and treasurer who are not board members, so long as it is permitted by law.

Section 79-564 lays out the simple requirements for choosing a president, vice president, and secretary:

At the first meeting of each school board or board of education elected in a Class III school district, and annually thereafter, the board shall elect from among its members a president and vice president. The board shall also elect a secretary who need not be a member of the board. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

Authority for appointing a non-board member treasurer is a bit more limited. Sections 79-589 and 79-590 state that the board may "employ" a non-board member to the treasurer position, outside of schools that fall into this exception:

In a Class III school district which lies outside of the corporate limits of any city or village or of which more than one-half is geographically within a city of the metropolitan class, the board of education shall elect one of its members, other than the secretary, as treasurer of the school district and the provisions of section 79-590 [that allow employment of a non-member] shall not apply to the selection of a treasurer of such a district.

You must elect a board member if your district lies outside the corporate limits of a city or village, and more than one-half of that city or village is geographically within a city of the metropolitan class.

Second, we added a section on signing checks, warrants, and other instruments, and we moved some other provisions into that section. The statutory default is that the secretary signs checks, and the president countersigns them:

The secretary of a school district shall draw and sign all orders upon the treasurer for all money to be disbursed by the district and all warrants upon the county treasurer for money raised for district purposes or apportioned to the district by the county treasurer and shall present the same to the president to be countersigned. No warrant, check, or other instrument drawn upon bank depository funds of the district shall be issued until so countersigned. No warrant, check, or other instrument drawn upon bank depository funds of the district shall be countersigned by the president until the amount for which it is drawn is written upon its face. *Facsimile signatures of board members may be used, and a person or persons delegated by the board may sign and validate all warrants, checks, and other instruments drawn upon bank depository funds of the district.*

The statute specifically authorizes the board to “delegate” another “person or persons” to sign and validate any warrants, checks, or other instruments. Under Mike Foley, the State Auditor’s position in several audit letters was that the president *must* countersign. We do not necessarily agree with that assessment. The statute says more than one person can be delegated to “sign and validate.” The safest process is to have the president countersign (or use a facsimile signature for the president), though we have not seen this exact issue pop up in school audit responses in several years.

This change is required to the extent you must align your practices to the policy.

DELETION OF POLICY 3034: DISBURSEMENTS
(NOW “INTENTIONALLY LEFT BLANK”)

By including the provisions for signing warrants, checks, and other instruments in policy 2002 along with other board duties, there is no longer a need for this policy. We have deleted it from the service, and number 3034 will read “Intentionally Left Blank” in complete policy service indexes.

This change is required.

REVISION OF POLICY 3039: Threat Assessment

When your board adopted policy 3039, you chose from three options (the team concept; the superintendent as primary investigator and decisionmaker; a school-district controlled law enforcement unit as the investigator). Regardless of the option your board selected, we have revised this policy based on the experiences several schools have had in responding to student threats over the past several years.

First, we have added a definition of what constitutes a "threat" and what we mean by "threat assessment." We have had several districts struggle with explaining to parents how administrators distinguish between off-handed students comments which do not constitute an imminent threat from statements about harming others which need an immediate response. The new definitions are based in large part on research from the National Association of School Psychologists as well as recommendations from the Federal Commission on School Safety. Those definitions are then incorporated throughout the rest of the policy.

Second, we have made it clear that the process of threat assessment is a separate thing from student discipline and special education. The purpose of threat assessment is to predict and prevent acts of school violence. While school districts will also need to address student discipline and special education as appropriate, the revisions to this policy make it clear that those are different processes. We reiterate that distinction at the end of the section titled "Threat Assessment Investigation and Response."

Third, schools have struggled to explain to their communities the difference between a threat which requires an immediate and urgent call to law enforcement from threats which, although serious, are appropriate to be managed in a more deliberate manner. The new paragraph under "Threat Assessment Investigation and Response" makes that distinction clear.

Finally, we have revised the section of the policy that describes the threat assessment investigation process. These edits align the policy more closely to the procedures recommended by the Nebraska Department of Education. Additionally, we have added a provision requiring the threat assessment team, school superintendent or law enforcement unit to confer with a staff member who has expertise in the IDEA and/or Section 504 of the Rehabilitation Act. Students with disabilities make up a large proportion of students who make threats of school violence. We believe that this additional provision will protect the district from inadvertent violations of those laws as part of the threat assessment process.

This change is recommended.

REVISION OF POLICY 3046: Animals at Schools

We have added a provision to this policy addressing the procedure for handling requests for service animals. When a request to be accompanied by a service animal is submitted by, or on behalf of, a student who has an Individualized Education Program (IEP) and/or a Section 504 Plan, then the request shall be promptly referred to the student's respective IEP Team and/or 504 Team for its consideration and/or input. This addition is recommended so that a decision on whether to grant (or deny) a request for a service animal is considered by the IEP/504 Team, its input is provided, and (where appropriate) the IEP Team has the opportunity to decide whether the allowance of a service animal is required in order for the student to receive a Free and Appropriate Public Education (FAPE).

As before, the District has a choice as to whether it will allow therapy animals to be brought to school grounds. If the District has decided to allow such therapy animals, then these updates provide a similar provision so that requests for therapy animals made by, or on behalf of, a student with an IEP or a 504 plan are referred to the appropriate team for consideration.

This change is recommended.

NEW POLICY 3055: School Resource Officers

On and after January 1, 2021, school must have a memorandum of understanding in effect with any law enforcement agency that provides school resource officers and any security agency which provides security guards to schools in a school district. Each MOU must include policies that address:

- Required minimum training for SROs, security guards, and school district administrators.
- Maintenance of prosecution referral records.
- Notice to parents of when they will be notified or present when their student is questioned by a school official or by a school resource officer or security guard operating in conjunction with a school official.
- Under what circumstances a student will be advised of constitutional rights prior to being questioned or interrogated.

- When a student will be referred for criminal prosecution and when a student's actions will be resolved as a disciplinary matter by school officials.
- A complaint process.

We have developed this policy to ensure that every policy provision required by the new SRO statutes exists and can be incorporated into any MOU.

This new policy is required IF you have an SRO or security guard.

NEW POLICY 3056: Guest Speakers

Several school districts had rather unpleasant experiences with guest speakers during the 2019-20 school year and, at times, found themselves receiving unwarranted criticism and unwanted attention. These experiences arose, at least in part, due to a lack of procedure for vetting potential guest speakers. We drafted this policy to ensure that a process and procedure exists to research guest speakers so that everyone involved has a clear understanding of the guest speaker's purpose and message. This will help the school determine if the proposed message complies with school district policies and its fundamental values and to avoid unwanted surprises for everyone involved. New accompanying forms have also been created.

This new policy is not required but is recommended if you use or plan to use guest speakers.

REVISION OF POLICY 4003: Drug Testing of Drivers

We updated this policy to address concerns raised by the Department of Transportation's Federal Motor Carrier Safety Administration, when they have been conducting audits of school districts in Nebraska this spring. Under 49 CFR § 382.601, school districts must provide drivers with specific information regarding the district's drug and alcohol testing program and procedures for drivers. Until now, we know that most of our schools were providing the drivers this information in packets of informational materials, often upon hire. While this practice is entirely permissible under the regulatory language, the DOT has taken the position that this information must now be included *in the policy itself*. Lately, the DOT has begun to enforce their interpretation by issuing notice of violation to schools that did not incorporate that information into their policy. While we disagree with the DOT's position on this issue, the DOT itself will ultimately be enforcing the relevant regulations and it is most prudent to avoid the time and expense of responding to a violation by amending this policy.

This policy now discusses each category of information required by the regulations. You should review the updated language carefully, and revise it as necessary to ensure it is consistent with the terms and procedures of your district's driver drug and alcohol testing program. We know that some school districts may contract with drivers and administer testing protocols directly, while others may contract with a third party to provide one or both of those services. If you contract with a third party for either of these services, you should carefully review this policy with your provider to ensure its terms are consistent with your testing programs and protocols. You may also wish to designate an individual with that third party provider as the contact person for the drug and alcohol testing policy and program, as appropriate. As a reminder, you must also ensure you receive a signed, written statement from all drivers that they received this policy and any related materials.

This change is required.

NEW POLICY 4062: Locker Room Supervision

We have been stressing the importance of supervising locker rooms for many years at our school district presentations and inservices. Many hazing and bullying incidents occur in unsupervised or poorly supervised locker rooms. Some incidents are serious enough to result in litigation. This policy was created in response to a school's request for policy guidance in this area. It is important that the school's practice matches its policy, so this policy should be modified to fit your practice in the event you choose to adopt it.

This new policy is not required.

REVISION OF POLICY 5016: Student Records

We have updated this policy to more broadly define "school officials", ensuring the district maintains the discretion to share records with any agent, contractor, consultant, or volunteer that serves an institutional function and has a legitimate educational interest in the records.

This change is required.

REVISION OF POLICY 5035: Student Discipline

In 2019, the Unicameral amended the Student Discipline Act to add referrals to restorative justice practices or services to the list of actions that administrators and teachers may take in addition to student suspensions, expulsions, and alternative assignments. We also updated this policy to reflect the ability of the school to provide consequences to students who knowingly make a false statement or knowingly submit false information during the Title IX grievance process or any other school investigation.

This change is required.

REVISION OF POLICY 5054: Student Bullying

We have made three revisions to this policy. First, we have edited the definition of bullying slightly to make it clear that school administrators may consider both the definition contained in Nebraska law as well as the definition from the Centers for Disease Control when determining whether particular conduct constitutes bullying.

Second, we have added a section which requires students to report all bullying that they experience and/or observe. There have been lawsuits in other states where families claimed that a student suffered terribly from bullying but did not inform the school district about the situation. This makes it clear that a student is obligated to tell a teacher or administrator about bullying so that the district can take responsive action. We have also had situations where parents want to be the intermediary between a bullying victim and the administration. The revisions to the policy require that student to speak directly to a teacher or administrator. Many school districts have adopted anonymous reporting systems to report threatening or bullying behavior. If your district has such a platform, insert it into the policy where indicated. If you do not have such a system, just delete the highlighted sentence.

The third revision states that the school district does not have a special bullying investigation process, but that the staff will follow the same steps that they follow with any other student investigation. Courts that have held school districts financially liable for bullying have stated that schools may not be deliberately indifferent to student bullying. This revision adopts that standard, which is also consistent with the standard you will be required to adopt in your new Title IX policy later this summer.

This change is recommended.

REVISION OF POLICY 6020: Multicultural Education

The multicultural education section of Rule 10 requires the district to have:

- A statement of philosophy or mission;
- Local program goals;
- Curriculum guides, frameworks, or standards that incorporate multicultural education;
- A process for selecting appropriate instructional materials;
- A process for provision of staff development; and
- A process for periodic assessment of the program.

None of these items is required to be included in any school district policy. However, NDE auditors have been looking for these items in your school policy when conducting Rule 10 audits. In order to proactively address this issue, we have amended the policy to include and address each of these areas.

This revision is not required by is highly recommended.

REVISION OF POLICY 6021: 6021 District Criteria for Selecting Evaluators to be Used for Special Education Evaluation

This policy was updated to clarify that any geographic restriction on an evaluation is to be measured by miles that would be traveled by a vehicle on a road traveling from the student's school building to the evaluator. You must be mindful in setting a distance that the district cannot impose any requirements that are more restrictive than those it would impose upon itself. Consequently, you should make clear if any specific evaluations or categories of evaluations would require a larger geographical radius apply. In doing so, you should confer with your special education staff and service providers, such as your regional ESU, to determine whether any of the evaluations you would seek would require an exception to the general geographical boundary. For instance, many schools seek certain visual or related evaluations from NCBVI, which may be outside of the geographical radius that would apply to other evaluations that could be conducted by your local ESU or specialists.

We have also updated this policy to heighten the standards required for independent educational evaluations. Lately, we've seen more and more parents seeking specific evaluations from professionals whose practices or

assessments do not align with commonly accepted educational best practices. We've also seen more parents seeking evaluations from professionals that do not fully consider the student's performance in the educational setting, or collaborate with the school district to appropriately determine the student's special education and related services needs. In response, we want to make explicit many of the requirements you've long imposed upon your own evaluations and evaluators; specifically, the evaluations must consider information about the student's performance and needs from the district, must be provided to the district, and must be conducted by a professional willing to cooperate with the relevant student teams. Further, the policy will require that evaluations be sufficiently comprehensive as to be helpful to the team, and conducted in conformance with accepted standards for reliability. Finally, the policy caps reimbursement for an evaluation at the rate charged by the school district's contracted providers for the same or substantially similar violation.

This change is required.

REVISION OF POLICY 6033: Restraint and Seclusion

In light of the recent emphasis and guidance on the use of restraint and seclusion, we've overhauled our restraint and seclusion policy. This updated policy first incorporates the definitions for physical restraint, mechanical restraint, chemical restraint, and seclusion provided by the Office for Civil Rights in relation to its Civil Rights DATA Collection (CRDC). Overall, we believe these definitions are a useful and fair representation of what schools in Nebraska already recognize. This approach also provides the added benefit of easing your data collection and reporting.

The policy provides several options so that it can be modified to accurately reflect your district's practices. Option A is the most aggressive approach, which recognizes that Nebraska law permits administrative and teaching personnel to take actions reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process, including the use of restraint and seclusion. While this approach is wholly lawful under state and federal law, it is inconsistent with best practices guidance from the state and federal departments of education, and may garner pushback from those agencies if they review your policy. Option B offers a slightly more conservative approach, limiting the circumstances in which physical restraint, mechanical restraint, or seclusion may be used to instances reasonably necessary to prevent physical harm to self, others, and property, in addition to therapeutic or medical uses. Option C offers the most conservative approach that trends closely to state and federal guidance. Notably, Option C limits the use of physical restraint and seclusion

to situations where a student's behavior risks causing physical harm to self or others, but does not consider harm to *property*. If you wish to revise any of these options to better fit your district's needs, we'll be happy to help and discuss the nuances of this area of the law.

Next, this policy now provides specific procedures regarding the use of restraint and seclusion techniques. These procedures satisfy the expectations of the state and federal departments of education, and provide additional evidence that the district was not negligent in implementing these techniques. These procedures recognize that a student's pattern of behavior necessitating the use of restraint or seclusion should be referred to the appropriate student team for consideration. The policy also calls for instances of restraint and seclusion to be recorded in some manner, so that the district can meet its reporting obligations.

Finally, this policy calls for all staff members to be provided notice of this policy and trained on its contents. Staff members identified as likely to implement the restraint or seclusion interventions authorized by the policy are to receive additional training as appropriate. This is another important piece of evidence to demonstrate that the school district met its standard of care in implementing the restraint and seclusion policy, and is a focal point of relevant guidance.

This change is required.

Forms Changes

Collaborative Plan Addressing Barriers to Attendance

Section 79-209 requires schools to hold one or more meetings between, at a minimum, a school attendance officer, a school social worker, or a school administrator or his or her designee, the person who has legal or actual charge or control of the child, and the child, when appropriate, to attempt to address the barriers to attendance. The result of the meeting or meetings is to develop a collaborative plan to reduce barriers identified to improve regular attendance. Section 79-209 was amended to require the plan to consider referrals to restorative justice practices or services. This form has been amended to add this requirement.

This form is required.

Guest Speaker Request Forms

Two guest speaker request forms have been created. One is for classroom or activity guest speakers. The other is for multi-grade assembly guest speakers.

This form is not required by is highly recommended if you adopt new Policy 3056.

Other Issues To Consider

Title VII and Transgender Staff and Student Cases

In the chaos of COVID-19 and new Title IX sexual harassment regulations, it has been easy to forget that the U.S. Supreme Court will likely decide some or all of the legal issues regarding the rights of LGBTQ+ individuals under Title VII (for employees) and Title IX (for employees and students). The Supreme Court combined three cases that will be decided in the next few weeks, involving two homosexual individuals and one transgender individual suing their former employer for sex discrimination based on their LGBTQ+ status.

Courts have always looked to Title VII's prohibition against discrimination "based on sex" when interpreting Title IX's prohibition against discrimination "on the basis of sex." It was clear from the transcripts of the arguments that the Justices see the impact these employment cases will have on public schools. The Justices pointedly noted that the Court's decision in these cases will be used by individuals and advocates when addressing Title IX issues in schools--no matter which way they decide it. They focused on the fact that if the Court decides it is discriminatory to fire or take other adverse employment action based on an individual's sexual orientation or gender identity, the proverbial floodgates will open. Several Justices asked specific questions about things like locker rooms, bathrooms, and participating in activities such as contact sports. The Court's decision may not necessarily require policy changes, but it could fundamentally alter the legal landscape we have been talking about for years.

There is also ongoing litigation in Connecticut regarding a policy permitting participation in athletics by transgender individuals. This case has made recent headlines, and OCR has determined that the policy actually violates Title IX by allowing biological male students to compete in female activities,

consistent with their gender identity. The Obama Administration encouraged the exact opposite, so this is another in a line of circumstances where the Trump Administration's OCR has declared a policy invalid based on changes required by the Obama Administration's OCR!

EDGAR Audits

In 2017 we provided you with Policy 3003.1 and 3004.1 to address the new requirements of the federal Education Department General Administrative Regulations (EDGAR). EDGAR regulations to all federal grants that are made by the US Department of Education to local school districts directly and to all funds that pass from the federal government through state departments of education to local schools. This means that EDGAR governs most local school districts' special education, school breakfast and lunch, and Title I programs. Our policy 3004.1 includes everything that is required by those regulations to be in policy. Unfortunately, some of the individuals who have been contracted by the Nebraska Department of Education believe that schools must adopt a free-standing policy for nutrition services or are telling schools that they must revise their policy. This is not the case, and we have worked closely with the NDE Nutrition Services staff to vet policy 3004.1. However, many of the auditors are contracted staff working from checklists that are not Nebraska-specific. If you are a policy service subscriber and you receive a corrective action notice regarding your EDGAR procurement policy, forward that notice to one of us so that we can resolve this issue for you.

Future Ready District Technology Profiles

NDE has been gathering technology profiles from each school district as part of its Future Ready Framework and Nebraska's Educational Technology and Digital Learning Plan. Section 4 of the survey asks about whether the district has staff policies in place addressing specific topics. For your ease of reference when you or your staff are completing the profile, the content areas that the profile asks about are listed below, with the corresponding policy referenced:

<i>Section 4 Question 1 (staff policies)</i>	
Acceptable Use Policy	5037
Cyberbullying	5054

Children's Online Privacy Protection Act (COPPA) Compliance	5037
Email Usage and Security	5037
Family Educational Rights and Privacy Act (FERPA) Compliance	5016 and 5017
Social Media Use	4051
Universal Design or Digital Accessibility for Learning	No policy (A policy on this is not required)
<i>Section 4 Question 3</i>	
Acceptable Use Policy	5037
Cyberbullying	5054
Digital Citizenship	5054
Children's Online Privacy Protection Act (COPPA) Compliance	5037
Email Usage and Security	5037
Family Educational Rights and Privacy Act (FERPA) Compliance	5016 and 5017
Social Media Use	No policy (any attempt to broadly govern student social media use in policy will likely violate the First Amendment. Instead we advise schools to take an educational approach in teaching students about appropriate social media use.)

Leave Under the Families First Coronavirus Response Act

As we have shared through our email updates and webinars, earlier this spring Congress passed the Families First Coronavirus Response Act ("FFCRA") which created two types of employer-paid leave: Employer-Paid Sick Leave and Emergency Family and Medical Leave. These types of leave can be taken for certain reasons related to the novel coronavirus and COVID-19. Many of the requirements of this new leave program are mandatory, but employers (like the school district) do have some discretion and/or choices to make with respect to how you administer the leave and respond to requests.

There are at least two details for the district to consider. First, whether you will allow employees to supplement the amount of pay that they receive pursuant to the FFCRA with pre-existing paid leave under the terms of their employment agreement with you. Second, how you will handle requests from employees to take Emergency Family and Medical Leave (and in certain narrow instances Emergency Paid Sick Leave) on an intermittent basis.

As of now, FFCRA leave is only available through December 31, 2020. As a result, we decided that at this point it probably does not make sense for your board to formally adopt FFCRA-specific provisions to be part of your regular board policies. So, you will not see any FFCRA leave-specific policies in these updates. Still, we recommend that you think about how you will administer FFCRA leave (including the two specific issues identified above) and have a plan to respond to requests. We are happy to discuss these details and options with you.

HANDBOOKS

With all of the uncertainty surrounding what school will look like for the 2020-21 school year, we are reluctant to advise permanent policy changes addressing COVID-19 issues. However, it is almost certain that school operations will have to be modified substantially next school year. And we know that many districts send their handbooks to be printed in the early summer. In order to put families on notice about possible rule modifications based on the pandemic while still maintaining maximum flexibility, we are suggesting that schools add the following wording into their handbooks:

RECOGNITION OF POTENTIAL AMENDMENTS OR SUPPLEMENTS

In light of the unique challenges and circumstances posed by the outbreak of the novel coronavirus and the recent promulgation of expansive federal regulations, the rules and information provided in this handbook may be supplemented or amended by the School District's administration at any time, consistent with applicable law and board policy. All parents shall be provided notice of any such changes by the district's regular means of contact. By signing below, you agree that you will read any such information and communications, discuss them with your child, and recognize that you must comply with all rules, procedures, and requirements as they apply at that time.

While this isn't a cure-all, it should put families on notice that the rules may change for 2020-21. Notice that the district will have an affirmative obligation to distribute any changes, although the format of that distribution will be up to you. If you use KSB's model handbooks, this wording will be included in the 2020-21 updates which will be available in mid-June. If you do not use our model handbooks, you can insert this wording into your handbooks on the receipt page, right above the student and parent signature blocks.

Policies to be Expected In Updates 2 and 3

COVID-19 really wreaked havoc on our plans to have all policy and handbook updates done for June board meetings. Based on the unique deadlines and effective dates we've laid out below, we may even recommend that school boards schedule their meetings slightly differently this fall.

The Unicameral session is tentatively scheduled to resume July 20 and adjourn *sine die* on August 13. That means any laws passed between the start of session in January and through August 13 that do not have an emergency clause will become effective three months after August 13. If all goes according to plan, this should be on or about **Friday, November 13, 2020**. Most schools would likely have November board meetings on November 9, the second Monday. If your board meeting is not scheduled to be held prior to that date, you may want to consider doing so to avoid having the effective date change your meeting notice requirements.

The U.S. Department of Education (finally) released their new Title IX regulations in early May, which have now been published officially in the Federal Register. They will become effective **August 14, 2020** unless they

are delayed by Congress or by judicial action. Most schools will meet on August 10, the second Monday. Although we will have Title IX policies and other items for you to begin reviewing prior to that date, you should consider moving your board meeting to a date before August 14 if possible to avoid a special meeting to implement the new Title IX policies prior to the effective date.

The typical meeting schedules line up fairly well with effective dates, but schools and ESUs will still need to have policies, handbooks, and notices ready this summer to begin the 2020-2021 school year, even if there are relatively few changes until those dates noted above. There will almost certainly be additional policy, handbook, and other impacts related to COVID-19 as we move toward the fall, as well. This is why we are stuck with three separate sets of updates this year.

We will try to make this as painless and straightforward as possible, but we know administrators and boards are already preparing for some tough decisions and longer board meetings. In light of that, here is our tentative schedule for additional updates in the coming weeks and months.

May 29: Initial policy and form revisions sent. Initial handbook updates available. *However*, if your district has the luxury of time because you don't have to send them to a printer, you may want to discuss if you can wait to finalize handbooks until the COVID-19 and Title IX updates are clearer.

June 1: Initial policy webinar. This will be recorded and posted on our website.

Sometime between July 1 - August 7: Second policy, form, and handbook revisions sent. These will include COVID-19-related considerations for reopening this fall and Title IX policies, handbook updates, and forms. These will be sent based on planned training schedules, litigation tracking, and additional federal guidance on implementation. You may have your own updates to make based on your individual COVID-19 plans, as well.

We do want to note that we plan to make the handbook updates available in two forms: (1) updates included in our full handbooks, and (2) 20-21 handbook "supplements" for those schools that have already completed handbook updates and do not want to reprint or resend the entire handbook.

On or before October 30: Third policy, form, and handbook revisions sent to accommodate the effective dates of new legislative action from

the Unicameral. If there are any additional handbook updates or changes, we will again provide them in two forms.

October 31: Everyone from KSB will trick-or-treat dressed as "attorneys really sick of COVID-19 and policy updates."

Tuesday, November 3: Presidential election that may or may not unravel a lot of this work.

At least the following policies will be coming in later rounds of updates:

Title IX (new): due to new regulations effective Aug. 14, but with plenty of time in between now and then for legislative delays or court injunctions. Lawsuits are already pending.

COVID-19-related changes: your guess is as good as ours.... We plan to consider changes throughout June and July, as information develops. We also plan to collaborate with NRCSA and its committees on reopening issues.

Meetings (2008): due to LB 148 and delayed effective date.

Budget (3001): due to LB 148 and delayed effective date. Because the effective date will be after the budget submission deadline, then these changes will be effective in November but likely will not affect the budget process until 2021. However, they could impact any budget amendments, which may be prevalent this year based on ever-changing COVID-19 relief aid and impacts from the virus.

Parental Involvement (5018): this may be updated based on ongoing discussions with NDE regarding the conflict between the rights of a parent to request an opt out from state assessments and the state and federal law that requires "all students" to be assessed.

CONCLUSION

It is all too easy to adopt policies that look good, but that do not actually reflect how the school operates or assist the school in accomplishing its goals. Every year we stress that it is very important to us to give you a working, useful set of policies and a continuing **policy service**. For our Complete Service subscribers, there is no additional charge for revisions to our policies or consultation about them. Please don't hesitate to contact any one of us with questions about the updates or other policies. Our group e-mail address is ksb@ksbschoollaw.com.

2002
Organization of the Board, Board Officers, Check Signing, and
Committees

1. Membership, Term and Election

- a. The Board of Education shall be comprised of six members who will be elected at large.
- b. Those who wish to serve on the board shall file, be elected, and serve terms of office on the board according to law.

2. Internal Organization and Officers

a. President

- i. At the regular January meeting, the board shall elect from among its members a president who shall serve in that capacity for one year.
- ii. The president shall preside at all board meetings, and shall perform such other duties as may be prescribed by law or by action of the board.

b. Vice President

- i. At the regular January meeting, the board shall elect from among its members a vice president who shall serve in that capacity for one year.
- ii. The vice president shall preside in the absence of the president, and shall perform such other duties as are assigned by the board.

c. Secretary

- i. At the regular January meeting, the board shall elect a secretary who need not be a member of the board. The secretary shall serve in that capacity for one year. If the secretary is a member of the board, an assistant secretary may be named and his or her duties and compensation set by the board.

- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

d. Treasurer

- i. At the regular January meeting, the board shall elect, employ, or appoint a treasurer who need not be a member of the board if permitted by law. The treasurer shall serve in that capacity for one year, unless the board designates a longer term for the treasurer.
- ii. The treasurer may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized.

3. Signing and Authorizing Checks, Warrants, and other Instruments.

- a. Unless otherwise delegated by the board, the president and secretary of the board shall sign checks, warrants, and other instruments of the district.
- b. The board may delegate another person to sign and validate any checks, warrants, and other instruments. Facsimile signatures of board members may be used.
- c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary.

4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
 - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.
 - iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
- b. On or before the beginning of each calendar year, the board shall appoint three members to form a Committee on American Civics. The committee's duties shall be those prescribed by Nebraska statutes, which include:

- i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
- ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
- iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
- iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
- v. Ensure that any curriculum recommended or approved by the committee on American civics is made readily accessible to the public and contains a reference to this section;
- vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;
- vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:
 1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or

2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or
 3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event;
- viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

6. Vacancies

- a. A vacancy on the board of education shall exist when any one of the following occurs:
 - i. A member submits his or her formal resignation from the board.
 - ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.
 - iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.
 - iv. Such other reasons as are set forth in Nebraska statutes.
- b. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.

c. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: _____

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- ii. The secretary shall see that an accurate record of the proceedings of the board is kept, that a copy of the

proceedings is provided to each board member and to the superintendent, and that a concise summary of each month's meeting is published along with a list of all approved claims. The secretary shall perform such other duties as are prescribed by law and assigned by the board.

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- ii. The treasurer ~~will~~ may be designated to sign checks and certain other documents. The treasurer is the custodian of the monies of the district.
- iii. The treasurer shall give bond or equivalent insurance coverage payable to the district as prescribed by law with the cost of the bond being paid by the district.
- iv. The treasurer shall issue no warrant of payment of claim against the district until such claim has been duly authorized ~~by the board and has been duly countersigned by the president.~~

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- f.b. The board may delegate another person to sign and validate allany warrants, checkschecks, warrants, and other instruments. Facsimile signatures of board members may be used.

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~~c. The board delegates that the vice president or treasurer may sign any warrant in the absence of either the president or the secretary. The board may delegate another person to sign and validate all warrants, checks, and other instruments. Facsimile signatures of board members may be used.~~

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~~i.e. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer. The vice president or secretary may sign any warrant in the absence of either the president or the treasurer.~~

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3.4. Board Officer Voting and Tie Breakers

- a. The vote to elect board officers may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes.
- b. In the event any officer cannot be elected by a majority after 10 votes; no votes occur after ten motions fail for lack of a "second,"; or no member volunteers to serve as an officer for a particular position, the tie will be broken by the applicable method:
 - i. **[Option 1]**: If the board is split between two members, they will each serve as the officer for six months of the year. The initial six-month term will be determined by coin flip.
[Option 2]: If the board is split between two members, the officer will be determined by coin flip. The winning member will be the officer for the upcoming year unless the position changes by action of the board.
 - ii. If the board is split between more than two members who wish to serve as the officer, any member wanting to serve as the officer will put his or her name into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

- iii. If no member is willing to serve as an officer for a position which is required to be a member of the board, all non-officers' names will be put into a drawing. The name drawn out will be the officer for the upcoming year unless the position changes by action of the board.

4.5. Committees

- a. The board shall authorize such special committees as it deems necessary. The board president shall appoint members to the committee, and designate its function, tasks it is to perform, and a completion date for its work.
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 - i. Hold no fewer than two public meetings annually, at least one when public testimony is accepted;
 - ii. Keep minutes of each meeting showing the time and place of the meeting, which members were present or absent, and the substance and details of all matters discussed;
 - iii. Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;
 - iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;
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aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography;

iv. Review and approve the social studies curriculum to ensure that it stresses the services of the men and women who played a crucial role in the achievement of national independence, establishment of our constitutional government, and preservation of the union and includes the incorporation of multicultural education as set forth in sections 79-719 to 79-723 in order to instill a pride and respect for the nation's institutions and not be merely a recital of events and dates;

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vi. Ensure that the district develops and utilizes formative, interim, and summative assessments to measure student mastery of the social studies standards adopted pursuant to section 79-760.01;

vii. Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:

1. Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student; or

2. Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation; or

3. Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in section 79-724(6) or on a topic related to such person or persons or event; and

viii. Take all such other steps as will assure the carrying out of the provisions of this section and provide a report to the school board regarding the committee's findings and recommendations.

5. Vacancies

1. A vacancy on the board of education shall exist when any one of the following occurs:

i. A member submits his or her formal resignation from the board.

ii. A member removes himself or herself from the district or is absent from the district for a continuous period of sixty days.

iii. A member misses more than two consecutive regular board meetings unless excused by a majority of the remaining members.

iv. Such other reasons as are set forth in Nebraska statutes.

2. The board shall make note the vacancy in its minutes and shall give notice of the date the vacancy occurred, the office vacated, and the length of the unexpired term to (1) the election commissioner or county clerk, and (2) the public by published notice in a newspaper of general circulation in the district.
3. Vacancies shall be filled in the manner set forth in Nebraska statutes.

Adopted on: July 22, 2019

Revised on:

Reviewed on: July 8, 2019

3004

General Purchasing and Procurement

I. Applicability of this policy.

1. Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.
2. This policy applies to all other purchases made by the school district other than construction, remodeling, repair and site improvements.

II. General Purchasing Policy

- A. The school district's budget shall be the guide for all purchases. No employee of the district may make a purchase that is not provided for in the budget without board or administrative approval.
- B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.
- C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.
- D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

- A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.
- B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.
- C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. Purchasing Procedures

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent by the 25th of the month prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than **\$25,000**, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors **to establish a competitive market**. Staff will purchase from a responsible vendor with the lowest price **unless circumstances and further information would provide rationale for selecting another competitive bid**. **Any purchase in excess of \$25,000 will require board approval.**

V. Relations with Vendors

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

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

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

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

Adopted on: August 27, 2018

Revised on:

Reviewed on: August 14, 2018

3004

General Purchasing and Procurement

I. Applicability of this policy.

1. Purchases made with federal funds, whether those funds are derived directly from the federal government (e.g. award of a federal grant) or are derived by pass-through awards from the Nebraska Department of Education (e.g. special education funds, school lunch funds, Title I funds) are subject to the policy on Purchasing and Procurement with Federal Funds, which is found elsewhere in this section.
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B. The board intends to purchase competitively, whenever possible, without prejudice and to seek maximum educational value for every dollar expended.

C. The acquisition of services, equipment and supplies shall be centralized in the administration office under the supervision of the superintendent of schools, who shall be responsible for developing and administering the purchasing program of the school district.

D. Purchases or commitments of district funds that are not authorized by this policy will be the responsibility of the person making the commitment.

III. Building-Specific Purchasing

A. School buildings are operationally under the control of building principals. Principals have control and responsibility for the building and grounds, for all supplies and equipment housed at the building, for all school-related activities in the building, and for all pupils, teachers, and other employees assigned to the building.

B. Principals, in consultation with their staff, are responsible for requisitioning, managing, distributing, and utilizing supplies within the building.

C. The superintendent of schools or his designee is responsible for the requisitioning, managing, distributing, and utilizing of supplies for maintenance and transportation.

D. The administration is responsible for purchasing of goods, services and supplies and for providing the necessary forms for establishing efficient procedures to facilitate the process.

IV. Purchasing Procedures

A. School personnel must secure the approval of an authorized administrator before making any purchases.

B. Employees seeking reimbursement for a purchase made with their personal funds must attach an itemized receipt or invoice to all requests for reimbursement; must sign all purchase receipts or charge slips; and must submit itemized receipts and any purchasing card or credit card receipts to the office of the superintendent by the 25th of the month prior to the next regular board meeting. A non-itemized credit card receipt is not sufficient.

C. Employees making purchases with a school district credit card or purchasing program must comply with the steps set forth in the district's Purchasing (Credit) Card Program.

D. All purchases of goods and services made with district funds must be made on a properly executed purchase order.

E. All purchases shall be initiated with a purchase order. Purchase orders are signed by the person responsible for that particular budget and finally by the superintendent.

F. For purchases of more than \$10,000, authorized staff members must secure written quotes and/or estimates from a reasonable number of vendors. Staff will purchase from a responsible vendor with the lowest price unless the board approves the purchase from the more expensive vendor.

V. Relations with Vendors

A. The board wishes to maintain good working relations with vendors who supply materials, supplies and services to the school system. The school shall not extend favoritism to any vendors. Each order shall be placed on the basis of quality, price and delivery, with past services being a factor if all other considerations are equal. The administrative team may, in its discretion, use a Nebraska a state-wide cooperative purchasing program in lieu of obtaining quotes or bids under this policy to the extent such a bid or quote is not otherwise independently required by law.

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

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

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

Adopted on: August 27, 2018

Revised on:

Reviewed on: February 25, 2019

Threat Assessment and Response

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

- a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.
 - i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.
 - ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.
 - iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.
- b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.
 - i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act *solely* as part of a threat assessment.

2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

3. Threat Assessment Team

The threat assessment team (team) shall consist of the Superintendent or their designee, building principal, counselor, school resource officer and at least one other crisis team member. Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

4. Threat Assessment Investigation and Response

When a threat is reported, the school administrator, or their designee, shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;
- Review of school and other records for any prior history or interventions with the students involved;
- Any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

5. Communication with the Public about Reported Threats

The team will keep members of the school community appropriately informed about substantive threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, or communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

6. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

Threat Assessment and Response

[Option 1: Team Concept]

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Definitions

a. A **threat** is an expression of a willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.

i. The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.

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ii. A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.

iii. A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.

b. A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably-observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of identifying and responding to serious threats in a systematic, data-informed way.

i. The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or

emergency exclusion without complying with state law and board policy related governing those actions.

- ii. The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.

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1-2. Obligation to Report Threatening Statements or Behaviors.

All staff and students must report **substantive threats** ~~any threatening statements or behavior~~ to a member of the administration immediately and comply with any other mandatory reporting obligations. ~~Staff and students who are unsure whether a threat is substantive or transient should report the situation.~~ Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

32. Threat Assessment Team

The threat assessment team (team) shall consist of _____ **[Note to be deleted: This team should include at least the superintendent of schools, building principal(s), guidance counselor and local law enforcement. It also could include information technology staff, the school nurse, members of the mental health profession who would be willing to work with the school. It should not include parents or board members. Members of the school crisis team may also serve on the threat assessment team.]** Not every team member need participate in every threat assessment. If the threat has been made by or is directed towards, a student with a disability, the threat assessment team must include a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation

Act, as appropriate. Neither the student nor their student's family members are part of the threat assessment team.

The team is responsible for investigating all reported threats to school safety, evaluating the significance of each threat, and devising an appropriate response. The threat assessment team shall work closely with the crisis team in planning for crisis situations. The threat assessment team shall be familiar with mental health resources available to students, staff and patrons and shall collaborate with local mental health service providers as appropriate.

43. Threat Assessment Investigation and Response

When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.

If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The team may, but is not required to, review the following types of information:

- Review of the threatening behavior and/or communication;
- All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to a member of the team. Upon receipt of an initial report of any threat, the team will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the individuals involved including students, person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, and , interviews of family members as necessary and/or appropriate;

- Review of school and other records for any prior history or interventions with the students involved;
- A, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the team determines to be reasonable and useful.

At the conclusion of the investigation, the team will determine what, if any, response to the threat is appropriate. The team is authorized to disclose the results of its investigation to law enforcement and to the target(s) of any threatened acts. The team may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of its investigation to the student's individualized education plan team.

Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.

54. Communication with the Public about Reported Threats

~~To the extent possible,~~ the team will keep members of the school community appropriately informed about ~~possible-substantive~~ threats and about the team's response to those threats. This communication may include oral announcements, written communication sent home with students, ~~and-or~~ communication through print or broadcast media. However, the team will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

65. Coordination with the Crisis Team After Resolution of Threat

The threat assessment team will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School Safety Plan.

[Option 2: Superintendent as Primary Investigator and Decision-Maker]

The board of education is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

Definitions

~~A **threat** is an expression of willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.~~

~~The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.~~

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~~A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.~~

~~A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means~~

~~A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of distinguishing "transient" threats from serious ones in a systematic, data-informed way.~~

~~The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or~~

~~emergency exclusion without complying with state law and board policy related governing those actions.~~

~~The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.~~

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~~1. **Obligation to Report Threatening Statements or Behaviors:**~~

~~All staff and students must report **substantive threats** to any threatening statements or behavior to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.~~

~~THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.~~

~~23. **Threat Assessment Investigation and Response**~~

~~When a threat is reported, the school administrator shall initiate an initial inquiry/triage and, in consultation with members of the threat assessment team, make a determination of the seriousness of the threat as expeditiously as possible. The school administrator must contact law enforcement if the administrator believes that an individual poses a clear and immediate threat of serious violence.~~

~~If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the threat assessment team will meet to evaluate and respond to the threatening behavior. The superintendent may, but is not required to, review the following types of information:~~

- ~~— Review of the threatening behavior and/or communication;~~

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- ~~All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the superintendent. Upon receipt of an initial report of any threat, the superintendent will take steps to verify the information, make an initial assessment, and document any decision involving further action. This investigation may include interviews with the individuals involved including students, person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members, and who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members as necessary and/or appropriate;~~
- ~~Review of school and other records for any prior history or interventions with the students involved;~~
- ~~Any physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the law enforcement unit superintendent determines to be reasonable and useful.~~
- ~~The superintendent must confer with at least one member of the school's guidance counseling staff as part of his/her investigation. If the threat has been made by, or is directed towards, a student with a disability, the superintendent must confer with a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate.~~

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~~At the conclusion of the investigation, the superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of his/her investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of his/her investigation to the student's individualized education plan team.~~

~~Regardless of threat assessment activities, disciplinary action and referral to law enforcement will occur consistent with board policy and Nebraska law.~~

34. Communication with the Public about Reported Threats

~~To the extent possible, the superintendent will keep members of the school community informed about possible substantive threats and about the District's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the superintendent will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.~~

~~**45. Coordination with the Crisis Team After Resolution of Threat**~~

~~The superintendent will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All Hazard School's Safety Plan.~~

[Option 3: Law Enforcement Unit as Primary Investigator, Superintendent as Primary Decision Maker—Please note, this option is only available if you have adopted the pPolicy 3054 designating a Law Enforcement Unit]

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Definitions

~~A **threat** is an expression of willful intent to physically or sexually harm someone or to damage property in a way that indicates that an individual poses a danger to the safety of school staff, students or other members of the school community.~~

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~~The threat may be expressed/communicated behaviorally, orally, visually, in writing, electronically, or through any other means.~~

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~~A **transient threat** is an expression of anger or frustration that can be quickly or easily resolved.~~

~~A **substantive threat** is an expression of serious intent to harm others which includes, but is not limited to, any threat which involves a detailed plan and means.~~

~~A **threat assessment** is a fact-based process emphasizing an appraisal of observed (or reasonably observable) behaviors to identify potentially dangerous or violent situations, to assess them and to manage/address them. Threat assessment is the process of distinguishing "transient" threats from serious ones in a systematic, data-informed way.~~

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~~The threat assessment process is distinct from student disciplinary procedures. The mere fact that the district is conducting a threat assessment does not by itself necessitate suspension, expulsion or emergency exclusion without complying with state law and board policy related governing those actions.~~

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~~The threat assessment process is distinct from specialized instruction which a student with a disability may receive from the school district. The school district will not change a student's educational placement as that term is used in the Individuals with Disabilities in Education Act solely as part of a threat assessment.~~

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~~1. **Obligation to Report Threatening Statements or Behaviors:**~~

~~All staff and students must report **substantive threats** any threatening statements or behavior to a member of the administration immediately and comply with any other mandatory reporting obligations. Staff and students who are unsure whether a threat is substantive or transient should report the situation. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.~~

~~THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.~~

~~2. **Threat Assessment Investigation and Response**~~

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~~All reports of violent, threatening, stalking or other behavior or statements which could be interpreted as posing a threat to school safety will immediately be forwarded to the designated law enforcement unit. Upon receipt of an initial report of any threat, the law enforcement unit shall initiate an initial inquiry/triage and make a determination of the seriousness of the threat as expeditiously as possible. The law enforcement unit must contact local law enforcement if it determines that an individual poses a clear and immediate threat of serious violence.~~

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~~will take steps to verify the information, make an initial assessment, and document any decision involving further action. If there is no reasonably apparent imminent threat present or once such an imminent threat is contained, the law enforcement unit will meet to evaluate and respond to the threatening behavior. The law enforcement unit may, but is not required to, review the following types of information:~~

- ~~— Review of the threatening behavior and/or communication;~~
- ~~— Interviews with the individuals involved including students, staff members, and family members as necessary and/or appropriate;~~
- ~~— Review of school and other records for any prior history or interventions with the students involved;~~
- ~~— Any other investigatory methods that the law enforcement unit determines to be reasonable and useful.~~

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~~This investigation may include interviews with the person who made the statement(s) or engaged in the behavior of concern, interviews with teachers and other staff members who may have information about the individual of concern, interviews with the target(s) of the threatening statements or behavior, interviews of family members, physical searches of the individual of concern's person, possessions, and home (as allowed by law and in cooperation with law enforcement), and any other investigatory methods that the unit determines to be reasonable and useful. The law enforcement unit must confer with at least one member of the school's guidance counseling staff as part of the investigation.~~

~~If the threat has been made by, or is directed towards, a student with a disability, the superintendent must confer with a staff member who is knowledgeable about special education services or Section 504 of the Rehabilitation Act, as appropriate.~~

~~At the conclusion of the investigation, the law enforcement unit will share its findings with the superintendent. The superintendent will determine what, if any, response to the threat is appropriate. The superintendent is authorized to disclose the results of the investigation to law enforcement and to the target(s) of any threatened acts. The superintendent may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of the investigation to the student's individualized education plan team.~~

~~**43. Communication with the Public about Reported Threats**~~

~~To the extent possible, the superintendent will keep members of the school community informed about possible substantive threats and about the district's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the superintendent will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.~~

~~45. Coordination with the Crisis Team After Resolution of Threat~~

~~The superintendent will confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School's Safety Plan.~~

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

Threat Assessment and Response

The board is committed to providing a safe environment for members of the school community. Students, staff and patrons are urged to immediately report any statements or behavior that makes the observer fearful or uncomfortable about the safety of the school environment.

1. Obligation to Report threatening Statements or Behaviors.

All staff and students must report any threatening statements or behavior to a member of the administration. Staff and students must make such report regardless of the nature of the relationship between the individual who initiated the threat or threatening behavior and the person(s) who were threatened or who were the focus of the threatening behavior. Staff and students must also make such reports regardless of where or when the threat was made or the threatening behavior occurred.

THREATS OR ASSAULTS WHICH REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

2. Threat Assessment Investigation and Response

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

At the conclusion of the investigation, the threat assessment team will share its findings with the superintendent. Superintendent or designee will determine what, if any, response to the threat is appropriate. The superintendent, or designee, is authorized to disclose the results of the investigation to law enforcement and to the target(s) of any threatened acts. The superintendent or designee may refer the individual of concern to the appropriate school administrator for consequences under the school's student discipline policy or, if appropriate, report the results of the investigation to the student's individualized education plan team.

3. Communication with the Public about Reported Threats

To the extent possible, the superintendent or designee will keep members of the school community informed about possible threats and about the district's response to those threats. This communication may include oral announcements, written communication sent home with students, and communication through print or broadcast media. However, the superintendent or designee will not reveal the identity of the individual of concern or of any target(s) of threatened violence unless permitted by law.

4. Coordination with the Crisis Team After Resolution of Threat

The superintendent may confer with the district's crisis team after a threat has been investigated to provide the crisis team with information that the crisis team may use in assessing or revising the district's All-Hazard School's Safety Plan.

Adopted on: July 22, 2019

Revised on:

Reviewed on: July 8, 2019

3046 Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

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

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

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

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

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

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

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

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

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

III. THERAPY ANIMALS

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

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

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

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

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

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

of the therapy animal's current vaccinations and immunizations from a licensed veterinarian, if applicable.

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

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

3046
Animals at Schools

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

I. USE OF ANIMALS FOR INSTRUCTIONAL PURPOSES

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

II. SERVICE ANIMALS

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

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

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

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

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

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

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

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

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

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

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

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

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

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

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

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

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

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

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

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

[NOTE TO BE DELETED: There are 2 options below. The first option allows therapy animals brought by school employees as approved by the administration. The second does not allow therapy animals "except as required by law." YOU MUST PICK AN OPTION AND DELETE THE OTHER.]

[OPTION 1]

III. THERAPY ANIMALS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (1) A handler does not have control of the therapy animal;
- (2) The therapy animal is not housebroken;

- (3) The therapy animal presents a direct and immediate threat to others in the school; or
- (4) The animal's presence otherwise interferes with the educational process.

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

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

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

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

[OPTION 2]

III. THERAPY ANIMALS

A "therapy animal" is an animal that has been individually trained and certified to work with its owner to provide emotional support, well-being, comfort, or companionship. Therapy animals are not "service animals" as that term is used in the Americans with Disabilities Act.

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

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

3046
Animals at Schools

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

I. Use of Animals for Instructional Purposes

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

II. Service Animals

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

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

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

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

Request. A person who wants to be accompanied by his/her service animal must submit a written request form to a principal or superintendent. The request form is attached to this policy. These requests must be renewed each school year or whenever a different service animal will be used.

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

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

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.

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

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

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

The handler or the student's parent or guardian shall be required to remove the service animal from school premises immediately upon such a determination. If the service animal is removed, the individual with a disability shall be provided with the opportunity to participate in the service, program, or activity without the service animal.

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

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

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

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

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

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.

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

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

Service Animal in Training. This policy shall also be applicable to service animals in training that are accompanied by a bona fide trainer.

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

III. Therapy Animals

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

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

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

Request. An Owner who wants to bring a therapy animal to school must submit a written request form to a principal or superintendent. The request form is attached to this policy. The request must be renewed each school year or whenever a different therapy animal will be used.

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

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

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

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.

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

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

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

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

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

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

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

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

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

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

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

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

Adopted on: July 22, 2019

Revised on:

Reviewed on: July 8, 201

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.

THERAPY DOG REQUEST FORM

Date _____ School Building _____

Employee/Animal Owner _____

Type of Dog: _____ Name of Dog: _____

Is the dog AKC Canine Good Citizen certified? Yes No

Has the dog received training or certification from another organization? Yes No
If yes, please provide details: _____

Is the dog current on all required immunizations and vaccinations? Yes No

Does the dog have an ID that indicates that the dog is a therapy dog? Yes No

I have attached the following documentation:

- Proof of current licensure
- Proof of current vaccinations and immunizations from a licensed veterinarian
- Declaration page indicating adequate liability insurance coverage

I have read and understand the school district's Therapy Dog Policy. I will abide by the terms of that Policy. I understand that if the therapy dog is out of control, not housebroken, presents a direct and immediate threat to others in the school, or otherwise interferes with the educational process, the school district may exclude or remove my therapy dog from its property.

I agree to be responsible for any damage to school property or injury to personnel, students, or others caused by the therapy dog. I agree to indemnify, defend, and hold harmless the school district from and against any and all claims, actions, suits, judgments and demands brought by any party arising on account of, or in connection with, any activity of or damage caused by my therapy dog.

Owner Signature _____

Date _____

APPROVAL

School Official Signature _____

Date _____

Printed Name: _____

Title: _____

Note: This form is valid until the end of the current school year. It must be renewed prior to the start of each subsequent school year or whenever a different therapy dog will be used.

3055 School Resource Officers

The school district must have in effect a memorandum of understanding (MOU) with any law enforcement agency or any security agency prior to using the services of a school resource officer (SRO) or security guard. The MOU shall comply with all state law requirements.

Employer. The SRO or security guard are employees of the law enforcement agency or security agency.

Required Training. Each SRO and security guard and at least one administrator in each elementary or secondary school where an SRO or security guard is assigned must attend a minimum of twenty hours of training focused on school-based law enforcement, including, but not limited to, coursework focused on school law, student rights, understanding special needs students and students with disabilities, conflict de-escalation techniques, ethics for school resource officers and security guards, teenage brain development, adolescent behavior, implicit bias training, diversity and cultural awareness, trauma-informed responses, and preventing violence in school settings.

Prosecution Referral Records. The district must create and maintain records on each student referral for prosecution from an SRO in response to an incident occurring at school, on school grounds, or at a school-sponsored event. The records must allow for analysis of related data and must include the reason for the referral and the federally identified demographic characteristics of each student.

Parent or Guardian Notification. School officials are not required to notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by a school official. School officials will notify a parent or guardian or give them an opportunity to be present if the student is subjected to questioning or interrogation by an SRO or security guard operating in conjunction with a school official as provided in the school's separate policy regarding investigations, arrests, and other student contact by law enforcement, Health and Human Services, or other child welfare agencies.

Rights Advisement. School officials will not advise students of any constitutional rights before student questioning or interrogation. The advisement, if any, shall be made by the SRO or security guard as provided by their agencies' policies and procedures.

Referral to Law Enforcement for Prosecution. The school district's student discipline policy is the school policy required by state law that addresses the student conduct or actions that will be referred to law enforcement for prosecution and the type of student conduct or actions that will be resolved as a disciplinary matter by a school official and not referred to law enforcement.

Restraint and Seclusion. The school district's restraint and seclusion policy applies to the use of restraint and seclusion on students by school district employees. SROs and security guards that are not employees of the school district are not governed by the school district's restraint and seclusion policy. Instead, they will be governed by the restraint and seclusion policies, practices, and procedures implemented by their employers.

Filing and Posting the MOU. The superintendent shall provide a copy of any initial MOU entered into under this policy to the Nebraska Department of Education (Department) or post a copy on the school district's website within three months of its adoption. The superintendent shall thereafter file any changes to the MOU with the Department or post it on the school district's website no later than January 1st of each year.

Complaint Process. Any student or parent who wishes to express a concern or file a complaint about an SRO or security guard and the practices of the SRO or security guard must follow the school district's complaint procedure.

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

4003 Drug Policy Regarding Drivers

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

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

Dr. Mike Rupprecht may be contacted at 402-898-3483 or via email at mrupprecht@ralstonschools.org

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

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

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

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

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

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

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

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

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

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

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

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

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

Serious Injury to the Driver. If a driver is so seriously injured that they cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

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

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1)

a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

4003 Drug Policy Regarding Drivers

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

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

Dr. Mike Rupprecht may be contacted at 402-898-3483 or via email at mrupprecht@ralstonschools.org

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

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

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

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

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

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

~~**Refusal to Submit to Testing.** The refusal to submit to the testing being used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment.~~

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

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

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

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

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

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

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing ~~within 24 hours~~ **as soon as possible**. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

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

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact

the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day. **If required by DOT regulations, personal information collected and maintained pursuant to this policy shall be reported to the Clearinghouse by the MRO in the event of: (1) a verified positive, adulterated, or substituted drug test result; (2) an alcohol confirmation test with a concentration of 0.04 or higher; (3) a refusal to submit to any test required by this policy and the school district's drug testing program and procedures; (4) an employer's report of actual knowledge that a driver has used alcohol or controlled substances based on the employer's direct observation of the employee, information provided by the driver's previous employer(s), a traffic citation for driving a CMV while under the influence of alcohol or controlled substances or an employee's admission of alcohol or controlled substance use; (5) on duty alcohol use as prohibited above; (6) pre-duty alcohol use as prohibited above; (7) alcohol use following an accident as prohibited above; (8) controlled substance use as prohibited above; (9) a substance abuse professional report of the successful completion of the return-to-duty process; (10) a negative return-to-duty test; and (11) an employer's report of completion of follow-up testing.**

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

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

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

4003

Drug Policy Regarding Drivers

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

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

Refusal to Submit to Testing. The refusal to submit to the testing used by the district will be grounds for refusal to hire driver applicants and to terminate the employment of existing drivers. Any driver who becomes unqualified on the basis of violation of the terms of this policy will be subject to disciplinary action which may include termination of the driver's employment.

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

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

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

Post-Accident Testing. A driver who has been involved in a reportable accident must submit to drug and alcohol testing within 24 hours. A reportable accident includes any accident in which there is a fatality, a person is injured and must be treated away from the accident site, the driver receives a citation for a moving violation, or a vehicle is towed from the scene. The driver must notify the district immediately regarding any reportable accident.

Serious Injury to the Driver. If a driver is so seriously injured that he or she cannot submit to testing at or immediately after the time of the accident, the driver must provide the necessary authorization for the district to obtain hospital reports or other documents that would indicate whether there were controlled substances or alcohol in the driver's system.

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

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

Testing Procedure. All urine and blood specimens collected under the policy will be submitted to an approved laboratory for testing. Specimens that initially test positive for drugs will be subjected to a subsequent confirmation test before being reported by the laboratory as positive.

Medical Resource Officer. All laboratory test results will be reported by the laboratory to a medical review officer (MRO) designated by the district. Negative test results will be reported as such by the MRO to the district. Before reporting a positive test result to the district, the MRO will attempt to contact the driver to discuss the test result. If the MRO is unable to contact the driver directly, the MRO will contact a district official designated in advance by the district, who shall in turn contact the driver and direct the driver to contact the MRO. Upon being so directed, the driver shall contact the MRO immediately or, if after the MRO's business hours and the MRO is unavailable, at the start of the MRO's next business day.

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

Adopted on: July 25, 2016

Revised on:

Reviewed on: July 25, 2016

5016 Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is SIMS.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when they have a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and

use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility.

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

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

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

Each year, the school district will notify parents and guardians of their rights

under this policy and the Family Educational Rights and Privacy Act.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5016
Student Records

Field Code Changed

Field Code Changed

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

[OPTION 1] For purposes of the district's compliance with state and federal law, the district "maintains" only those student records which are reduced to paper or physical format and placed within a student's file in the district's central offices or in the file pertaining to the student's special education or Section 504 services. Records which can be printed in paper form must be printed in order to be "maintained." Other records such as video recordings, which constitute student records, must be reduced to a physical medium in order to be "maintained." For example, a video must be put on a compact disk or other compatible hardware and placed within the student's file to be "maintained."

[OPTION 2] For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is _____ **[INSERT YOUR SYSTEM, E.G. POWERSCHOOL, INFINITE CAMPUS, ETC.]**

[OPTION 3] For purposes of the district's compliance with state and federal law, the district "maintains" as "student records" all records, files, and documents which are located in any format and within any storage unit of the district, whether in hard copy, digital, or otherwise.

Each building principal will assign responsibilities for the preparation and maintenance of records and will ensure compliance with the applicable federal and state laws, regulations, and record retention schedules regarding their storage and use in the building. No "student record" or record required

to be retained by the Nebraska Secretary of State's Record Retention Schedules applicable to the district will be destroyed unless it is first saved in a retrievable, digital format. This includes only records required to be kept by the applicable Retention Schedules and "student records" as defined by state and federal law, and this policy does not prohibit the district from following its record expungement procedures for all other records.

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

~~-attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district~~

t.—All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a

period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. This includes sharing information with the Department of Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

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

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

5016 Student Records

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

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is SIMS.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. "School officials" include attorneys; members of law enforcement acting on behalf of the school district; representatives of insurance providers that provide coverage to the school district; and third-party website operators who have contracted with the school district or its agent to offer online programs for the benefit of students and the district. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

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

Education necessary to comply with the requirement of state law that all third-year high school students take a college entrance exam. Any redisclosure of information related to the administration of this exam shall be governed by the agreement between the Nebraska Department of Education and the third-party testing company.

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

Adopted on: July 22, 2019

Revised on:

Reviewed on: July 8, 2019

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, referral to restorative justice practices or services, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes

with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will be given the opportunity to complete classwork, including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or

program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
 - e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the

- actual substance possessed is a controlled substance by Nebraska law;
- f. Possession of pornography;
 - g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
 - h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
 - i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
 - j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
 - k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
 - l. Using any object to simulate possession of a weapon;
 - m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any

- other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
- n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 - e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

- f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

5035
Student Discipline

Field Code Changed

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, [referral to restorative justice practices or services](#), rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes

with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended will/will not be given the opportunity to complete classwork, including but not limited to examinations, under the following conditions: _____.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.
2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion:** Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester

in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means*

any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
 - a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
 - b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
 - c. Violating school bus rules as set by the school district or district staff;
 - d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

- e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
- f. Possession of pornography;
- g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
- h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
- i. Bullying which shall include cyberbullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
- j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
- k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
- l. Using any object to simulate possession of a weapon; and

l.m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and

n.n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 - a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 - b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 - c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 - d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

- e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
 - f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
 4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
 5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
 6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

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

5035 Student Discipline

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

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

2. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or

guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

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

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;

9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;

10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or

11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:

1. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
2. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
3. Violating school bus rules as set by the school district or district staff;
4. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
5. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
6. Possession of pornography;
7. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
8. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
9. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send e-mail to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to

humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

10. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
11. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
12. Using any object to simulate possession of a weapon; and
13. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
 1. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
 2. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
 3. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;
 4. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
 5. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

6. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.
3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.
6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (Neb. Rev. Stat. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

Adopted on: July 22, 2019

Revised on:

Reviewed on: December 9, 2019

5054 Student Bullying

Definition of Bullying. Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The school district’s administrators will consider these definitions when determining whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district’s anonymous platform safe2help located at www.Safe2helpNE.org or at 531-299-7233 to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

Without limiting the foregoing, a student who engages in bullying behavior that materially and substantially interferes with or disrupts

the educational environment, the district's day-to-day operations, or the education process, regardless of where the student is at the time of engaging in the bullying behavior, may be subject to discipline to the extent permitted by law.

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

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

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

Policy Review. The school district shall review this policy annually.

Adopted on: _____

Revised on: _____

Reviewed on: _____

5054 Student Bullying

Definition of Bullying. ~~The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.”~~ Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” The District’s administrators will consider these definitions when determining ~~are authorized to use both of these definitions to determine~~ whether any specific situation constitutes bullying. ~~Both of~~ These definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

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

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

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

A student who engages in bullying behavior on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events may be

subject to disciplinary consequences including but not limited to long-term suspension, expulsion, or mandatory reassignment.

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

Bullying Based on Protected Class Status. Bullying based on protected class status is unique and may require additional investigation. The appropriate district staff member or coordinator will promptly investigate bullying complaints that violate the district’s antidiscrimination policies.

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district’s student assistance team.

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

Policy Review. The school district shall review this policy annually.

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

5054 Student Bullying

Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as “any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated.” Nebraska statute defines bullying as “an ongoing pattern of physical, verbal or electronic abuse.” The District’s administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

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

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

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

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district’s student assistance team or other resources as appropriate.

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

Policy Review. The school district shall review this policy annually.

Adopted on: July 9, 2018
Revised on:
Reviewed on: June 24, 2019

6020 Multicultural Education

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

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

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

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

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

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

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

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

6020
Multicultural Education

Field Code Changed

In every curriculum area and at all grades, the school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize human relations, sensitivity toward all races, and the rich diversity of the population of the United States. The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations.

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

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

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

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

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

Annual Status Report. The superintendent shall-will provide the board

with a report on the status of the district's multicultural education program annually.

~~The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The superintendent shall provide the board with a report on the status of the district's multicultural education program annually.~~

Adopted on: _____

Revised on: _____

Reviewed on: _____

6020
Multi-Cultural Education

The school district will provide programs which foster and develop an appreciation and understanding of the racial, ethnic, and cultural heritage of all students. Multicultural learning experiences will be infused in all subjects of the core curriculum for grades pre K-12. These programs will allow students to explore the history and contributions made by various ethnic groups and will emphasize the rich diversity of the population of the United States.

The programs shall be implemented within the guidelines of the State Department of Education and in accordance with any other applicable laws and/or regulations. The school district will periodically assess the Multi-Cultural Program and make changes and adjustments as appropriate.

Adopted on: July 25, 2016

Revised on:

Reviewed on: July 25, 2016

6021

District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.
2. Those Nebraska providers located within 50 miles of the building of the district where the child attends when driving by ordinary public roadways.
3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.

6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.

7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.

8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.

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

6021

Field Code Changed

District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at <https://www.education.ne.gov/sped/service-agencies/>.

2. Those Nebraska providers located within 100[‡] miles of the building of the district where the child attends when driving by ordinary public roadways, except [include here any exceptions to these criteria necessary for specific assessments which the district would not obtain within the indicated area. Based on feedback from ESU Special Education Directors statewide, these exceptions might include the following: vision-related evaluations (miles); evaluations for severe autism spectrum disorder (miles); evaluations for severe psychiatric disorders (miles); evaluations for significant or atypical orthopedic disorders (miles); threat assessments (miles); profound hearing impairments (miles). You should specifically identify such assessments after consulting with your special education or educational service unit staff, and include those and their relevant mileage range. If no assessments would require a deviation from this area, simply conclude this paragraph after the word "roadways."]

Comment [BT1]: Insert mileage that is appropriate to your district's geographic location.

3. Evaluations must consider the educational, health, or other student records of the student provided by the district. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal law.
4. Evaluations must be provided to the district, including all educational, health, student, or other records created as part of or relied upon to complete the evaluation. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records unless disclosure is already authorized by state and federal

[‡]Insert mileage that is appropriate to your district's geographic location.

law.

5. Evaluations must be conducted by a provider that is authorized, available, and willing to discuss, confer, or otherwise cooperate with the district regarding the evaluation, its results, or any other information related to the evaluation. Such cooperation may include reasonable participation in, or the submission of additional reports or information to, an IEP, MDT, or SAT team. The parents, guardians, or age-appropriate student must provide any required consent to the disclosure of these records or information unless disclosure is already authorized by state and federal law.
6. Evaluations must be sufficiently comprehensive for the evaluator to submit to the district a report that specifically details whether the student should be considered eligible for special education and related services, the nature of special education and related services recommended to accommodate the student's suspected disability, and the particular facts or findings underlying the evaluator's conclusions. This report must be submitted to the district within 45 days after the conclusion of the evaluation.
7. Evaluations must meet the then-current state standards for reliability, research-based processes, and educational or professional best practices.
8. Reimbursement to any evaluator chosen in conformance with this policy shall not exceed the cost that would be charged by the school district's contracted providers for the same or substantially similar evaluation.

All special education evaluations, including those independently obtained at the district's expense, must be obtained in a manner consistent with the criteria set forth above, unless state or federal law requires waiver of one or more criteria in order to accommodate unique circumstances.
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Adopted on: _____
Revised on: _____
Reviewed on: _____

6021

District Criteria for Selecting Evaluators to be Used for Special Education Evaluation and Verification and Independent Educational Evaluations

The following criteria shall be used for selecting evaluators according to 92 Nebraska Administrative Code 51-006.07B:

1. Those in-state service agencies that have approved rates for the current year established by the Nebraska Department of Education. A list of service agencies with approved rates, including state agencies, individual providers, and in-state providers may be found at the Nebraska Department of Education website.
2. Those Nebraska providers located within 100 miles of the school district.

Adopted on: July 25, 2016

Revised on:

Reviewed on: March 11, 2019

Restraint and Seclusion of Students

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

Definitions

Physical restraint refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.

Mechanical restraint refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical immobilization; or
- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Chemical restraint refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.

Seclusion refers to the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

Use of Restraint and Seclusion

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

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy:

- as reasonably necessary where the student's behavior risks causing physical harm to self, others, and property;
- in accordance with the student's IEP, Section 504, or behavior intervention plan;
or
- as otherwise prescribed, recommended, or suggested by a medical or related services provider.

Procedures

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

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

- The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;

- The confining space shall be appropriately lighted, ventilated, and heated or cooled; *and*
- The confining space shall be free from objects that unreasonably expose the student or others to harm.

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

Recording and Reporting

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

Training

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

6033 Restraint and Seclusion of Students

Restraint and seclusion, as defined below, are behavioral interventions, ~~not educational techniques. They are limited to exigent circumstances and situations that necessitate their. The use to protect the safety of the student, other students, staff and property. When used as safety intervention, they should be used as methods of last resort. When used as behavior intervention, they such behavioral interventions must be used according to the terms of in accordance with~~ this policy.

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

Definitions

Physical restraint refers to a personal restriction that immobilizes or reduces the ability of a student to move his or her torso, arms, legs, or head freely. The term physical restraint does not include a physical escort. Physical escort means a temporary touching or holding of the hand, wrist, arm, shoulder or back for the purpose of inducing a student who is acting out to walk to a safe location. Physical restraint does not include incidental touching that comes along with movement inside a classroom, lunch line, or other areas of the school building where maintaining order is required.

Mechanical restraint refers to the use of any device or equipment to restrict a student's freedom of movement. The term does not include devices implemented by trained school personnel, or utilized by a student that have been prescribed by an appropriate medical or related services professional and are used for the specific and approved purposes for which such devices were designed, such as:

- Adaptive devices or mechanical supports used to achieve proper body position, balance, or alignment to allow greater freedom of mobility than would be possible without the use of such devices or mechanical supports;
- Vehicle safety restraints when used as intended during the transport of a student in a moving vehicle;
- Restraints for medical immobilization; or

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- Orthopedically prescribed devices that permit a student to participate in activities without risk of harm.

Chemical restraint

I. —refers to the administration of medication for the purpose of restraint, but does not include the administration of medication in accordance with the directions and prescription of a physician with the consent of the student's parent or guardian.

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Seclusion

A. — Definition

1. — Seclusion is a last resort emergency safety intervention that provides an opportunity for the student to regain self-control. Seclusion is therefers to the involuntary confinement of a student alone in a room or other spacearea from which the student is physically prevented from leaving—and which provides for continuous adult observation of the student.—. It does not include a timeout, which is a behavior management technique that is part of an approved program, involves the monitored separation of the student in a non-locked setting, and is implemented for the purpose of calming.

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2. — A room or area used for seclusion:

- a. — must not be locked;
- b. — must not prevent the student from exiting the area should staff become incapacitated or leave that area;
- c. — must provide for adequate space, lighting, ventilation, viewing, and the safety of the student.

B. — Timeout

1. — Timeout is a behavior intervention in which a student, for a limited and specified time, is placed in an environment where access to positive reinforcement is unavailable.
2. — Timeout should not be confused with seclusion because a student's movement in a timeout setting is not physically restricted.
3. — Timeout lies within a continuum of procedures that help students self-regulate and control their behavior.

C. —

Use of Restraint and Seclusion

The use of chemical restraint is strictly prohibited. The use of any seclusion or restraint intervention for punitive or disciplinary purposes is strictly prohibited. Similarly, the use of any technique that constitutes corporal punishment, which is the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Seclusion and/or restraint shall

not be used for the convenience of staff or as a substitute for an educational program. When restraint or seclusion is used to respond to the danger of harm posed by a student's behavior, the intervention shall be discontinued as soon as the danger of harm has dissipated.

[Option A: Most Aggressive Approach]

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy as reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process.

[Option B: Aggressive Approach]

The use of physical restraint, mechanical restraint, and seclusion is permitted in a manner consistent with this policy:

- as reasonably necessary where the student's behavior risks causing physical harm to self, others, and property;
- in accordance with the student's IEP, Section 504, or behavior intervention plan; or
- as otherwise prescribed, recommended, or suggested by a medical or related services provider.

[Option C: Conservative Approach]

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

Procedures

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

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

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D. Time and Duration

1. Emergency seclusion should be used only as long as necessary to allow a student to regain control of his/her behavior, but generally:
 - a) Elementary school students no longer than 15 minutes; and

- b) Middle and high school students no longer than 20 minutes.
- c) If an emergency seclusion lasts longer than the suggested maximum time, the staff member should:
 - (1) summon additional support (e.g., change of staff, introducing a nurse or specialist, obtaining additional expertise); and
 - (2) document the need to explain the extension beyond the time limit.

E. Staff Requirements

While using seclusion, staff must:

- 1. involve The student shall be monitored by an adult in close proximity who is able to regularly observe the student;
- The confining space shall be approved for such use, unless the use of such a space is impossible or impracticable under the circumstances;
 The confining space shall be appropriately-trained-key-identified personnel to protect the care, welfare, dignity, and safety of the student;
- 2. continually observe the student in seclusion for indications of physical distress and seek medical assistance if there is a concern; lighted, ventilated, and heated or cooled; and
- 3. document observations.

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II. Restraint

There are three types of restraint: physical, chemical, and mechanical. The confining space shall be free from objects

A. ~~Physical restraint~~ involves direct physical contact that prevents or significantly restricts a student's movement.

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- 1. Restraint is a last resort emergency safety intervention. Restraint is an opportunity for unreasonably expose the student or others to regain self-control. harm.
- 2. This policy on physical restraint is not intended to forbid actions undertaken:
 - a. to break up a fight
 - b. to take a weapon away from a student
 - c. to hold a student briefly in order to calm or comfort
 - d. to escort a student physically from one area to another location within the school building
 - e. to assist a student in completing a task/response if the student does not resist or resistance is minimal in intensity or duration.

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f. ~~to hold a student briefly in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).~~

B. ~~Chemical restraint is the administration of medication for the purpose of restraint.~~

1. ~~The school district will not, under any circumstances, engage in chemical restraint.~~
2. ~~Chemical restraint does not apply to medication prescribed by and administered in accordance with the directions of a physician.~~

C. ~~Mechanical restraint means the use of any device or material attached to or adjacent to a student's body that restricts normal freedom of movement and which cannot be easily removed by a student.~~

1. ~~Mechanical restraint does not include:~~
 - a. ~~an adaptive or protective device recommended by a physician or therapist (when it is used as recommended).~~
 - b. ~~safety equipment used by the general student population as intended (for example, seat belts, safety harness on school transportation).~~

III. ~~Limitations in Use~~

- A. ~~Seclusion and/or restraint shall not be used:~~
1. ~~for the convenience of staff;~~
 2. ~~as a substitute for an educational program; or~~
 3. ~~as a form of discipline/punishment.~~

IV. ~~Recurring Behavior~~

A. ~~If a pattern of behavior emerges, that requires or is anticipated, which may to require the use of emergency restraint and/or seclusion, for the school personnel must:~~

1. ~~conduct a functional behavioral assessment;~~
2. ~~call a meeting of student, the student's IEP appropriate educators, and/or team to develop or revise a positive behavior intervention plan to facilitate the reduction or elimination of the use of seclusion and/or restraint members shall review what assessments, evaluations, supports, services, programs, or placements are appropriate in light of the student's needs and circumstances.~~

B. ~~Given the limited size and training of the school district's staff, students whose behavior routinely requires seclusion and~~

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~~restraint may not be able to be served in the school district and may require a placement out of the school district.~~

~~V. Prohibited Practices~~

~~A. The following are prohibited under all circumstances, including emergency situations:~~

- ~~1. corporal punishment;~~
- ~~2. the deprivation of basic needs;~~
- ~~3. anything that constitutes child abuse;~~
- ~~4. the seclusion of preschool children; and~~
- ~~5. the intentional application of any noxious substance(s) or stimuli which result in physical pain or extreme discomfort~~

Recording and Reporting

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

Training

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

Adopted on: _____

Revised on: _____

Reviewed on: _____

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6033

Restraint and Seclusion of Students

Restraint and seclusion are behavioral interventions, not educational techniques. They are limited to exigent circumstances and situations that necessitate their use to protect the safety of the student, other students, staff and property. When used as safety intervention, they should be used as methods of last resort. When used as behavior intervention, they must be used according to the terms of this policy.

This policy does not cover interventions such as voice control, limited to loud, firm commands; time-limited ignoring of specific behaviors; brief physical prompts to interrupt or prevent a specific behavior; physical interventions which a student's health care provider has indicated are medically necessary for the treatment or protection of the individual; or other similar interventions.

I. Seclusion

A. Definition

1. Seclusion is a last resort emergency safety intervention that provides an opportunity for the student to regain self-control. Seclusion is the confinement of a student in a room or other space from which the student is physically prevented from leaving and which provides for continuous adult observation of the student.
2. A room or area used for seclusion:
 - a. must not be locked;
 - b. must not prevent the student from exiting the area should staff become incapacitated or leave that area;
 - c. must provide for adequate space, lighting, ventilation, viewing, and the safety of the student.

B. Timeout

1. Timeout is a behavior intervention in which a student, for a limited and specified time, is placed in an environment where access to positive reinforcement is unavailable.
2. Timeout should not be confused with seclusion because a student's movement in a timeout setting is not physically restricted.
3. Timeout lies within a continuum of procedures that help students self-regulate and control their behavior.

C. Seclusion is inappropriate for students who are severely self-injurious or suicidal.

D. Time and Duration

1. Emergency seclusion should be used only as long as necessary to allow a student to regain control of his/her behavior, but generally:
 - a) Elementary school students – no longer than 15 minutes; and
 - b) Middle and high school students – no longer than 20 minutes.

- c) If an emergency seclusion lasts longer than the suggested maximum time, the staff member should:
 - (1) summon additional support (e.g., change of staff, introducing a nurse or specialist, obtaining additional expertise); and
 - (2) document the need to explain the extension beyond the time limit.

E. Staff Requirements

While using seclusion, staff must:

- 1. involve appropriately-trained key identified personnel to protect the care, welfare, dignity, and safety of the student;
- 2. continually observe the student in seclusion for indications of physical distress and seek medical assistance if there is a concern; and
- 3. document observations.

II. Restraint

There are three types of restraint: physical, chemical, and mechanical.

A. Physical restraint involves direct physical contact that prevents or significantly restricts a student's movement.

- 1. Restraint is a last resort emergency safety intervention. Restraint is an opportunity for the student to regain self-control.
- 2. This policy on physical restraint is not intended to forbid actions undertaken:
 - a. to break up a fight
 - b. to take a weapon away from a student
 - c. to hold a student briefly in order to calm or comfort
 - d. to escort a student physically from one area to another location within the school building
 - e. to assist a student in completing a task/response if the student does not resist or resistance is minimal in intensity or duration.
 - f. to hold a student briefly in order to prevent an impulsive behavior that threatens the student's immediate safety (e.g., running in front of a car).

B. Chemical restraint is the administration of medication for the purpose of restraint.

- 1. The school district will not, under any circumstances, engage in chemical restraint.
- 2. Chemical restraint does not apply to medication prescribed by and administered in accordance with the directions of a physician.

C. Mechanical restraint means the use of any device or material attached to or adjacent to a student's body that restricts normal freedom of movement and which cannot be easily removed by a student.

- 1. Mechanical restraint does not include:
 - a. an adaptive or protective device recommended by a physician or therapist (when it is used as recommended).

- b. safety equipment used by the general student population as intended (for example, seat belts, safety harness on school transportation).

III. Limitations in Use

- A. Seclusion and/or restraint shall not be used:
 1. for the convenience of staff;
 2. as a substitute for an educational program; or
 3. as a form of discipline/punishment.

IV. Recurring Behavior

- A. If a pattern of behavior emerges, or is anticipated, which may require the use of emergency seclusion, the school personnel must:
 1. conduct a functional behavioral assessment;
 2. call a meeting of the student's IEP team to develop or revise a positive behavior intervention plan to facilitate the reduction or elimination of the use of seclusion and/or restraint
- B. Given the limited size and training of the school district's staff, students whose behavior routinely requires seclusion and restraint may not be able to be served in the school district and may require a placement out of the school district.

V. Prohibited Practices

- A. The following are prohibited under all circumstances, including emergency situations:
 1. corporal punishment;
 2. the deprivation of basic needs;
 3. anything that constitutes child abuse;
 4. the seclusion of preschool children; and
 5. the intentional application of any noxious substance(s) or stimuli which result in physical pain or extreme discomfort

Adopted on: July 25, 2016

Revised on:

Reviewed on: July 25, 2016

Bill Review Schedule for 2020

January 13

Jay
Mary

February 10

Heather
Linda

March 9

Robin
Liz

April 13

Mary
Heather

May 11

Linda
Liz

June 8

Robin
Jay

July 13

Mary
Heather

August 10

Jay
Liz

September 14

Heather
Linda

October 12

Robin
Liz

November 9

Mary
Jay

December 14

Robin
Linda



NEBRASKA

DEPARTMENT OF EDUCATION

June 9, 2020

Administrator
Ralston Public Schools
8545 Park Dr
Ralston, NE 68127

RE: 2020/2021 Accreditation

Dear Administrator,

On June 5, 2020, the State Board of Education voted to classify Ralston Public Schools as Accredited for the period July 1, 2020, through June 30, 2021. This action follows a recommendation of the State Accreditation Committee and is based upon records indicating that Ralston Public Schools operated in compliance with Title 92, *Nebraska Administrative Code*, Chapter 10 (Rule 10), *Regulations and Procedures for the Accreditation of Schools*. This action confers upon your school system the legal right to fulfill provisions of the compulsory education law.

We have appreciated the cooperation you have extended to us during the past year in the continued efforts to provide a quality education to Nebraska students.

Sincerely,

Donald E. Loseke

Donald E. Loseke
Accreditation Section Director
Office of Accountability, Accreditation, and Program Approval
Nebraska Department of Education



Certificate of Accreditation

The Nebraska Department of Education
Recognizes

Ralston Public Schools

AS AN ACCREDITED SCHOOL
FOR THE SCHOOL YEAR 2020-2021

BY THE OFFICIAL ACTION OF THE STATE BOARD OF EDUCATION

A handwritten signature in black ink, appearing to read "Matthew L. Blomstedt", written over a horizontal line.

Matthew L. Blomstedt, Ph.D.
Commissioner of Education

A handwritten signature in black ink, appearing to read "Deborah A. Frison", written over a horizontal line.

Deborah A. Frison, Ed.D.
Deputy Commissioner of Education

PROCLAMATION

WHEREAS, May is the month of tradition; of beginnings and ends; the beginning of summer vacation, the end of the school year, honors ceremonies, proms and graduations, and

WHEREAS, COVID-19 has caused suffering, change and disruption for the Class of 2020 at every level, university, high school and 8th grade, and

WHEREAS, The Class of 2020 is our next generation of leaders and finds itself in a position to be creative in how it adapts, how it serves others, and overcome challenges, and

WHEREAS, A diploma is much more than affirmation of academic achievement. As graduates, you now have the opportunity and responsibility to become leaders in our community, our country, and your career, and

WHEREAS, In the absence of pomp and circumstance, it's easy to dwell on all the missed moments. Take time to appreciate the unique opportunities you have experienced; teacher parades, virtual graduations, drive-by congratulations, and

WHEREAS, COVID-19 will end and eventually celebrations will be possible. In the meantime, consider this quote from author Vivian Greene, "Life isn't about waiting for the storm to pass. It's about learning to dance in the rain". Congratulations to the class of 2020. You can make a difference and we will be watching!

Now Therefore, I Jean Stothert, Mayor of the City of Omaha, do hereby proclaim May 2020 as:

CLASS OF 2020 MONTH

In Witness Whereof, I have set my hand and caused the official seal of the City of Omaha to be affixed this 26th Day of May, Two Thousand and Twenty.



Jean Stothert
Jean Stothert, Mayor of Omaha