Board of Education Regular Meeting/Business
Monday, July 24, 2023 6:00 PM

Virginia Moon Administrative Center
8545 Park Drive
Ralston, NE 68127

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. 2023-2024 District Budget Overview
      Speaker(s): Jason Buckingham
   6.2. Review of Special Education Programming
      Speaker(s): Jen Pollock
   6.3. Government Relations Update
      Speaker(s): Jason Buckingham
   6.4. NASB Updates and Information
      Speaker(s): Mrs. Elizabeth Kumru
   6.5. Enrollment Update
      Speaker(s): Anne Harley
   6.6. Bond Update
      Speaker(s): Jason Buckingham
   6.7. Review of Special Education Programming
      Speaker(s): Missy Stolley
7. Standards Based School Improvement
   7.1. Approval of a Designated Treasurer (Action)
      Speaker(s): Jason Buckingham
   7.2. Construction Manager at Risk Contract and Proposal Ranking (Action)
      Speaker(s): Jason Buckingham
   7.3. Construction Manager at Risk Contract Negotiation Guidance (Action)
      Speaker(s): Jason Buckingham
   7.4. Arbor Family Counseling Contract Renewal (Action)
      Speaker(s): Jason Buckingham
   7.5. Local Union #226 Food Service Workers Negotiated Agreement (Action)
      Speaker(s): Jason Buckingham

7.6. Local Union #226 Operations and Maintenance Division Negotiated Agreement (Action)
Speaker(s): Jason Buckingham
7.7. Sign Language Interpreter (SLI) Contract
Speaker(s): Mike Rupprecht

8. Policy Review
8.1. Policy 5013- Student Searches by School Staff (Action)
Speaker(s): Jason Buckingham
8.2. Elementary, Middle School, and High School Handbooks (Action)
Speaker(s): Mike Rupprecht
8.3. 2023-2024 Staff Handbook Review
Speaker(s): Dr. Michael Rupprecht
9. Pre-Adjournment Information and Activities
9.1. Announcements
9.2. Board of Education Supplemental Meeting Information
9.3. Future Board Calendar
10. Adjourn

2009
Public Participation at Board Meetings

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

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

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

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

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

Procedure: 2009

Ralston Board of Education
Public Comment Procedures

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

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

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

Procedure: 2009

Public Participation at Board Meetings Form

Ralston Board of Education
PUBLIC COMMENTS

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

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

PLEASE PRINT

Name _____ Date_____

Address _____

City _____ State _____ Zip Code _____

Subject of Public Comment: _____

_____

_____

Ralston Public Schools
Board of Education Regular Meeting

Monday, July 10, 2023

The Ralston Public Schools Board of Education met in open, public session on July 10, 2023. The meeting took place at the Virginia Moon Administrative Center, 8545 Park Drive, Ralston, NE. The District provided advanced notice by publication in *The Omaha Daily Record* and on the District's website, www.ralstonschools.org.

Call to Order
Board President, Mrs. Robin Richards called the meeting to order at 6:00 pm.

Roll Call
All Board members were present. In addition to the Board members, those in attendance included Mr. Jason Buckingham, Dr. Aaron Bredenkamp, Dr. Anne Harley, Dr. Mike Rupprecht, Mrs. Melissa Stolley, Mr. Jim Frederick and Mrs. Marci Carroll.

Consent Agenda
Consent agenda items included minutes from the June 26th meeting; June Financial Report, June bills in the amount of $466,585.621 for the General Fund, and $4,111,571.17 for the Special Building Fund. Prior to the meeting, Mrs. Robin Richards and Mrs. Katie Krause reviewed the bills.

Recommended the following resignations be accepted:
Anne Heimann - RMS - Resource
Jodi Heiser - Blumfield/Seymour Art

Motion to approve the consent agenda was made by Mrs. Liz Kumru and seconded by Mrs. Samantha Willey.

Ms. Roarty:	Yes
Mrs. Richards:	Yes
Mrs. Kumru:	Yes
Mrs. Hough:	Yes
Mrs. Krause:	Yes
Mrs. Willey:	Yes

BOARD DEVELOPMENT AND COMMUNICATION

Board Comments
Board members remarked they enjoyed attending the events held in honor of Dr. Mark Adler's retirement. Several members also attended the City of Ralston's 4th of July parade. They were excited to see the Ralston Public Schools entry and thanked the staff who represented the District.

Board members welcomed our new Assistant Superintendents, Dr. Aaron Bredenkamp, and Dr. Anne Harley, as this was their first board meeting in their new official capacities. They also congratulated Mr. Jason Buckingham on his new official role as Superintendent of Ralston Public Schools.

District Financial Report

Mr. Jason Buckingham provided an overview of the June 2023 District Financial Report.

Government Relations

No official report.

NASB Update

Mrs. Liz Kumru encouraged all board members to attend the upcoming Area Membership meeting on September 19th.

Enrollment Update

Dr. Harley reported enrollment numbers may have declined compared to the same time in 2022. However, the transfer and promote process was not fully complete so Dr. Harley will provide an update at the next meeting.

Nutrition Services Report

District Food Service Director, Mrs. Judy Kyle, provided the Board with the RPS yearly Food Service Review. She provided statistics on the percentage of students who received free and reduced lunch over the last ten years. Currently, 65.2% of the district's students qualify for the free and reduced lunch program.

Mrs. Kyle informed the Board about food service staff members attending health and safety pieces of training during the previous year, including proper cooking temperatures and safe lifting practices. She also stated the Fresh Fruit and Vegetable Program was at every elementary school (except Meadows) throughout the 2022-2023 school year.

Year highlights include The Kids Can Cook Program on March 9th, with teams participating at the elementary, middle, and high school levels. Another highlight included the traditional Thanksgiving programs at Ralston High School and Karen Western Elementary.

Arbor Family Counseling Annual Utilization Report and Contract

Mr. Jason Buckingham and RPS Director of Special Services, Mrs. Melissa Stolley, presented an overview of services provided to families and employees of the Ralston Public Schools by Arbor Family Counseling. Counselors, principals, teachers, and family members can make student referrals, or students can submit self-referrals.

Concerns addressed over the years have included depression, anxiety, and suicide assessments. Additional areas of concern include addiction issues, family conflicts, grief/loss, sexual orientation, anger, and other issues relating to mental health.

RPS staff and families can seek assistance at the Arbor Family Counseling Office, or there is also an on-site counselor available one day per week at the high school.

The Board will review the proposed contract to continue services with Arbor Family Counseling. Final approval of the contract will take place at the July 24th meeting.

Elementary, Middle School, and High School Draft Handbooks – 2nd Review

Dr. Mike Ruppecht reviewed the proposed changes for the elementary, middle, and high school student handbooks at the June 26th meeting. Adjustments were made and the Board was asked to review the handbooks one more time before approval at the July 24th meeting.

Bond Update

Mr. Buckingham provided an update on the progress of the Future Ready Ralston Bond Initiative. Highlights included:

Meadows

- Work continuing interior finishes
  - Hallway tile
  - Box lights
  - Lighting
  - Ceiling pads
  - Painting
- Driveway to be poured this week
- Move dates set for July 24-26

Wildewood

- Demolition is moving along well, some framing is to start this week
- A good portion of new duct work is already in place.

Mockingbird

- New walls have been poured and erected, next set of walls are being framed and should be ready for lifting in 2 weeks

Karen Western

- Multiple meetings with contractors, more electricians on site
- HVAC to begin turning on units on July 14.
- Fire line nearly complete
- Painting to be completed by next week
- Custodians to begin the process of cleaning the building starting July 19

Ralston Middle School

- 20 new heat pumps are installed; another 23 console units are up and running.
- Trying to have a total of 93 units installed at RMS prior to school opening.
- Upstairs at RMS may run on the old units to start school.

STANDARDS BASED SCHOOL IMPROVEMENT

2023-2024 District Student Fee List

Prior to the meeting, a public hearing was conducted to hear input on the proposed student fees. Motion to approve the 2023-2024 student fees as presented was made by Ms. Mary Roarty and seconded by Mrs. Liz Kumru.

Ms. Roarty:	Yes
Mrs. Krause:	Yes
Mrs. Richards:	Yes
Mrs. Kumru:	Yes
Mrs. Willey:	Yes
Mrs. Hough:	Yes

Policies Amended and Submitted for Approval

The following policy changes were reviewed by the Board of Education at the June 26th meeting.

3001 – Budget and Property Tax Request
3003.1 – Bidding for Construction, Remodeling, Repair, or Related Projects Financed with Federal Funds
3004.1 – Fiscal Management for Purchasing and Procurement Using Federal Funds
3033 – Lending Textbooks to Children Enrolled in Private Schools
4045 – Milk Expression
4059 – Suicide Prevention Training
5003 – Admission of Part Time Students
5004 – Option Enrollment
5035 – Student Discipline
5049 – Firearms and Weapons
5052 – School Wellness
5063 – Move to 3059 – Audio and Video Recording
5064 – Title I Supplement, Not Supplant
6003 – Instructional Program
6004 – Curriculum Development
6025 – Student Cell Phone and Other Electronic Devices
6038 – Artificial Intelligence

Motion to approve these policies as presented passed with a motion by Ms. Mary Roarty and a second by Mrs. Liz Kumru.

Mrs. Kumru:	Yes
Ms. Roarty:	Yes
Mrs. Hough:	Yes
Mrs. Willey:	Yes
Mrs. Richards:	Yes
Mrs. Krause:	Yes

POLICY REVIEW

Policy 5013 – Student Searches by School Staff
Policy 5013 was reviewed by the Board of Education.

Executive Session
No executive session scheduled.

Adjournment
The Board voted to adjourn at 7:36 pm. Motion for adjournment made by Mrs. Liz Kumru and seconded by Mrs. Katie Krause.

Mrs. Hough:	Yes
Mrs. Richards:	Yes
Mrs. Krause:	Yes
Ms. Roarty:	Yes
Mrs. Willey:	Yes
Mrs. Kumru:	Yes

The next regular meeting is scheduled for July 24, 2023, at 6:00 pm.

_____
Mrs. Robin Richards, President

_____
Mrs. Samantha Willey, Secretary

Ralston Public Schools
Budget Development Calendar
2023/2024

November 2022 to June 2023	Detailed administrative review of all budget categories and proposed budget reductions/additions
February/March	Business Officials forecast funding outlook and preliminary valuation projections
February	NDE may certify 2023/2024 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 2023/2024 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 12	Preliminary budget projections for the 2023/2024 budget development presented to BOE
July	Cabinet level administrative budget development and refinement.
July 24	Present preliminary budget and projections to the Board of Education as a discussion item during regular BOE Meeting.
August 20	Real property valuation is certified by the County Assessor's Office of Douglas County
August 28	Present amended budget proposal for Board consideration
September 1	Special building fund levy and budget allocation is certified to each member school by the Learning Community Coordinating Council.
September 11	Conduct Official Budget Hearing at 5:30 PM prior to the Regular Board of Education Meeting at 6:00 PM.
September 11	Conduct Tax Request Hearing at 5:45 PM prior to the regular Board of Education meeting at 6:00 PM
September	Joint Public Hearing w/ other County Political Subdivisions
September 25	Officially approve the 2023/2024 Tax Request Resolution and Budget for the Ralston Public Schools.

INCOME TOTALS	120---	2017-2018	2018-2019	18-19 Act.	2019-2020	19-20 Act.	2020-2021	20-21 Act.	2021-2022	21-22 Act.	2022-2023	2023-2024	Difference
Local District Taxes	)	$16,593,696	$17,242,180	$17,474,815	$18,100,535	$16,876,683	$19,481,802	$18,661,361	$20,497,849	$20,959,131	$21,044,479	$20,976,043	-0.3%
Common Levy Proceed	)	$0	$0		$0		$0	$0	$0	$0			
Pro-Rata Motor Vehicle Tax	)	$25,000	$25,000	$41,996	$30,000	$40,071	$30,000	$43,209	$30,000	$47,297	$32,000	$45,000	40.6%
Motor Vehicle Tax	)	$2,300,000	$2,600,000	$3,082,128	$2,628,594	$3,344,359	$2,365,735	$3,420,357	$3,400,000	$3,593,381	$3,300,000	$3,800,000	15.2%
Homestead Exemption Tax	)	$200,000	$225,000	$419,794	$235,000	$455,859	$250,000	$500,037	$410,000	$562,586	$420,000	$550,000	31.0%
Tuition From Individuals	)	$0	$0		$0	$0	$0	$0	$0	$0			
Tuition From Other Districts	)	$0	$0	$547	$0	$0	$0	$0	$0	$0			
Interest On Investments	)	$10,000	$10,000	$14,137	$10,000	$13,005	$6,000	$11,063	$6,000	$7,258	$15,000	$25,000	66.7%
Local Fees & Fines	)	$44,000	$40,675	$43,992	$40,000	$44,789	$36,000	$32,932	$35,000	$33,861	$30,000	$30,000	0.0%
Other Local Revenue	)	$12,000	$10,000		$10,000		$8,000	$1,600	$8,000	$103,909	$1,500	$1,500	0.0%
County Fines & Licenses	)	$95,000	$90,000	$99,127	$83,000	$90,046	$70,550	$73,653	$81,000	$73,783	$70,000	$70,000	0.0%
State Aid	)	$10,723,037	$11,425,321	$11,425,321	$12,267,825	$12,160,961	$11,164,498	$11,060,850	$9,787,636	$9,787,636	$10,659,909	$9,687,575	-9.1%
Special Education Program	)	$2,300,000	$2,200,000	$2,320,056	$2,100,000	$2,487,509	$2,100,000	$1,933,960	$2,100,000	$2,198,749	$2,100,000	$4,051,646	92.9%
Special Education Transportati	)	$230,000	$225,000	$240,687	$220,000	$251,133	$165,000	$56,134	$165,000	$213,927	$165,000	$170,000	3.0%
Federal Grant Reimbursement													
State Apportionment	)	$425,000	$430,000	$406,281	$400,000	$438,160	$400,000	$380,456	$400,000	$372,602	$372,196	$385,000	3.4%
Public Power Sales Tax	)	$305,000	$340,000	$468,139	$365,000	$473,188	$425,000	$460,533	$425,000	$3,977,766	$3,670,691	$3,950,000	7.6%
EduJobs Funding		$0	$0	$0	$0		$0		$0				
Income from Cash Balance	)	$521,449	$6,060	$0	$0	$0	$1,049,445	$0	$1,437,247	$0	$0	$0	#DIV/0!
Tax Anticipation Notes		$0	$0	$0	$0		$0		$0				
Total		**$33,784,182**	**$34,869,236**	**$36,037,020**	**$36,489,954**	**$36,675,763**	**$37,552,029**	**$36,636,148**	**$38,782,732**	**$41,931,889**	**$41,880,775**	**$43,741,764**	4.4%

$0

DISBURSEMENTS	12-0--	2017-2018	2018-2019	18-19 Act	2019-2020	19-20 Act.	2020-2021	20-21 Act.	2021-2022	20-21 Act.	2022-2023	2023-2024	Difference
Instruction		$16,530,056	$17,152,498	$18,360,405	$18,418,537	$17,882,674	$19,104,896	$18,857,227	$20,402,083	$19,155,798	$21,686,819	$22,662,314	4.5%
Special Education		$5,164,136	$5,593,252	$5,680,133	$5,693,360	$5,551,142	$5,655,708	$5,402,499	$5,503,587	$5,450,924	$6,295,478	$6,589,523	4.7%
Pupil Support Services		$1,081,358	$1,244,128	$921,913	$1,248,591	$1,218,846	$1,288,014	$1,221,533	$1,242,940	$1,345,147	$1,405,644	$1,442,856	2.6%
Staff Support Services		$2,163,431	$2,230,089	$1,846,648	$2,131,233	$1,771,465	$2,170,096	$1,949,596	$2,226,858	$2,004,298	$2,363,250	$2,625,844	11.1%
Board of Education		$214,000	$218,500	$194,059	$218,500	$198,632	$237,626	$196,189	$237,626	$185,465	$237,626	$237,626	0.0%
General Administration		$702,111	$642,703	$833,768	$749,337	$905,493	$779,242	$708,035	$813,755	$986,613	$835,704	$786,919	-5.8%
Building Administration		$2,120,211	$2,130,108	$2,180,184	$2,193,284	$2,250,266	$2,308,941	$2,271,189	$2,360,718	$2,379,004	$2,447,574	$2,533,986	3.5%
Business		$766,859	$729,241	$560,119	$739,887	$642,504	$763,375	$682,582	$772,746	$671,797	$822,403	$831,301	1.1%
Operation Of Plant		$2,928,495	$2,908,987	$2,792,198	$2,947,665	$2,701,049	$3,048,939	$2,710,351	$3,059,010	$2,960,119	$3,343,637	$3,493,176	4.5%
Maintenance Of Plant		$870,092	$837,106	$853,671	$908,587	$973,176	$937,107	$1,013,269	$933,170	$939,013	$1,075,423	$1,118,590	4.0%
Transportation		$1,128,433	$1,182,624	$1,052,268	$1,240,973	$939,536	$1,258,085	$1,026,512	$1,230,239	$1,161,757	$1,367,217	$1,419,629	3.8%
Total		**$33,784,182**	**$34,869,236**	**$35,275,366**	**$36,489,954**	**$35,034,783**	**$37,552,029**	**$36,038,982**	**$38,782,732**	**$37,239,935**	**$41,880,775**	**$43,741,764**	4.4%

Valuation	$1,514,102,990	$ 1,563,453,035	$ 1,573,788,825	$ 1,612,439,630	$ 1,658,699,455	$ 1,792,723,470	$ 1,912,399,115	$ 1,971,895,050	$ 2,102,130,455	$ 2,339,637,010

General Fund	2020	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024	
General Fund Budget		$30,536,132	$31,554,760	$32,434,926	$33,784,181	$35,073,613	$36,298,326	$37,520,589	$38,729,266	$41,880,775	$43,741,764	
(Budget +/-)		$1,042,278	$1,018,628	$880,166	$1,349,255	$1,289,432	$1,224,713	$1,222,263	$1,208,677	$3,151,509	$1,860,989	
Tax Requirement		$1,498,962	$1,547,819	$1,558,051	$16,761,310	$17,242,181	$18,100,535	$19,481,801	$20,499,898	$21,044,479	$21,108,930	Reduction due to changes in
1% Treasurer's Fee		$15,140	$15,478	$15,581	$167,613	$172,422	$181,005	$194,818	$204,999	$212,570	$213,221	state funding
Total		$1,514,102	$1,563,297	$1,573,631	$16,928,923	$17,414,603	$18,281,540	$19,676,619	$20,704,897	$21,257,049	$21,322,151	
Estimated Levy		**$0.100**	**$0.100**	**$0.100**	**$1.050**	**$1.050**	**$1.020**	**$1.050**	**$1.050**	**$1.011**	**$0.911**	

Special Building Fund	2021	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Taxable base		0	$15,478,185	$15,580,509	$15,963,152	$16,421,125	$17,747,962	$18,932,751	$19,521,761	$21,021,305	$23,396,370
Auto Tax Estimate											
Total Tax Funds		0	$0	$0	$0	$0	$ 536,698.38	$ -	$ -	$ 807,167.00	$ 1,021,382.14
1% Treasurer's Fee		0	$0	$0	$0	$0	$5,367	$0	$0	$8,153	$10,317
		0	0	0	0	0					
Total		0	$0	$0	$0	$0	$ 542,065.37	$ -	$ -	$ 815,320.19	$ 1,031,699.12
Estimated Levy		**$0.0000**	**$0.0000**	**$0.0000**	**$0.0000**	**$0.0000**	**$0.0302**	**$0.0000**	**$0.0000**	**$0.0388**	**$0.0441**
Learning Community Levies		**$0.95**	**$0.95**	**$0.95**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Budget Total (Under The Lid)		**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$1.05**	**$0.96**

Voluntary Separation	2021	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Amount of Fund		$280,436	$227,098	$68,806	$119,886	$335,218	$49,649	$105,000	$129,961	$140,000	$245,000
Auto Tax Estimate											
Total Tax Funds		$280,436	$227,098	$68,806	$119,886	$335,218	$49,649	$105,000	$129,961	$140,000	$245,000
1% Treasurer's Fee		$2,804	$2,270.98	$688.06	$1,198.86	$3,352.18	$496.49	$1,050.00	$1,300	$1,414	$2,475
Total		$283,240	$229,368.98	$69,494.06	$121,085.11	$338,570.18	$50,145.49	$106,050.00	$131,261	$141,414	$247,475
Estimated Levy		**$0.0187**	**$0.01467**	**$0.00442**	**$0.00751**	**$0.02041**	**$0.00277**	**$0.00549**	**$0.00659**	**$0.00673**	**$0.01058**
		$1.0687	**$1.0647**	**$1.0544**	**$1.0575**	**$1.0704**	**$1.0528**	**$1.0555**	**$1.0566**	**$1.0567**	**$0.9660**

Lease/Purchase	2021	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Bond Issue Make Up Lease/Purchase		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
State Of Nebraska Energy Loan		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Total		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Auto Tax Estimate (Income)											
Amount Of Property Tax		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
1% Treasurer's Fee		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0

Total	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Levy	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

General Obligation Bond Fu2	**2014-2015**	**2015-2016**	**2016-2017**	**2017-2018**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**	
Tax Requirement	$2,489,228	2,614,265	2,413,112	1,629,890	1,644,190	3,243,025	3,700,000	1,636,940	4,125,000	4,700,000	dropping bond fund by $1M
Auto Tax Estimate (Income)											
Amount Of Property Tax	$2,489,228	$2,614,265	$2,413,112	$1,629,890	$1,644,190	$3,243,025	3,700,000	1,636,940	4,125,000	4,700,000	
						22,454,322					
1% Treasurer's Fee	$24,892	26142.65	24131.12	16298.9	16441.9	32430.25	37000	16369	41667	47475	
Total	$2,514,120	$2,640,408	$2,437,243	$1,646,189	$1,660,632	$3,275,455	$3,737,000	$1,653,309	$4,166,667	$4,747,475	
Estimated Levy	**$0.1661**	**$0.1689**	**$0.1549**	**$0.1021**	**$0.1001**	**$0.1827**	**$0.19541**	**$0.08384**	**$0.19821**	**$0.20292**	

Limited Bond Fund (QCPUF, BABS, QSCB)

Tax Requirement	$474,747	$503,606	$800,603	$1,600,000	$1,427,606	$351,744	$72,356	$591,204	$0	$0
Auto Tax Estimate (Income)										
Amount Of Property Tax	$470,000	$503,606	$800,603	$1,600,000	$1,427,606	$351,744	$72,356	$591,204	$0	$0
1% Treasurer's Fee	$4,700	$5,036.06	$8,006.03	$16,000.00	$14,276.06	$3,517.44	$723.56	$5,912	$0	$0
Total	$474,700	$508,642.55	$808,609.03	$1,616,000.00	$1,441,882.06	$355,261.12	$73,079.56	$597,116.04	$0.00	$0.00
Estimated Levy	**$0.0314**	**$0.0325**	**$0.0514**	**$0.1002**	**$0.0869**	**$0.0198**	**$0.0038**	**$0.03028**	**$0.00000**	**$0.00000**

Cooperative Fund	**2-**	**2014-2015**	**2015-2016**	**2016-2017**	**2016-2017**	**2018-2019**	**2019-2020**	**2020-2021**	**2021-2022**	**2022-2023**	**2023-2024**
Amount of Fund		$1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000	$ 1,300,000
Total Tax Funds		$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Estimated Levy		**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
Outside the lid total		**$0.2161**	**$0.2161**	**$0.2107**	**$0.2098**	**$0.2075**	**$0.2053**	**$0.2047**	**$0.1207**	**$0.2049**	**$0.2135**
Total All Funds		$33,808,192	$34,933,179	$35,750,272	$37,167,455	$38,514,697	$39,979,188	$41,436,719	$41,110,952	$46,188,856	$48,736,713
Inc./(Dec.) All Funds	-	$1,028,680	$1,124,987	$817,093	$1,417,183	$1,347,242	$1,464,491	$1,457,531	($325,766)	$5,077,904	$2,547,858
Total Tax Dollars (All Funds)		$14,954,749	$15,836,670	$15,783,932	$20,312,197	$20,855,687	$22,504,468	$23,592,749	$23,086,583	$26,380,450	$27,348,800
Inc./Dec. Budget Dollars	-	$321,505	$881,921	($52,738)	$4,528,265	$543,490	$1,648,781	$1,088,281	($506,165)	$3,293,867	$968,350
Est. School Tax Levy		**$1.2661**	**$1.2661**	**$1.2607**	**$1.2598**	**$1.2575**	**$1.2553**	**$1.2547**	**$1.1707**	**$1.2549**	**$1.1689**
Inc/Dec	-	($0.0048)	($0.0000)	($0.0054)	($0.0008)	($0.0024)	($0.0022)	($0.0006)	($0.0840)	$0.0842	($0.0860)

Special Education Update

July 24, 2023

Special Education Mission

The Ralston Public Schools Special Education Department will support students, staff, and families by:

- Providing instruction and resources to prepare students to be productive citizens in society
- Supporting student growth and learning through meaningful and relevant instruction
- Developing potential in each student through partnership with all stakeholders

What does special education look like in Ralston?

- Continuum of supports
- 3 yr old early childhood programming at Blumfield
- 4 yr old early childhood programming at each elementary school
- Level 1 programming offered at each building
- Level 2 programming (specialized instruction) offered at certain buildings
- Alternative programming offered for students 9-11 (RISE)
- Young Adult/Transition programming at RHS for 18 yrs-21 yrs
- Level 3 programming services with metro area agencies

Students

- Autism: 7 EC students; 72 school age students
- Emotional Disturbance: 33 school age students
- Deaf/Blindness: 0 students
- Hearing Impairment: 3 EC students; 13 school age
- Intellectual Disability: 33 school age students
- Multiple Impairments: 2 school age students
- Orthopedic Impairments: 2 school age students
- Other Health Impairment: 2 EC students; 65 school age students
- Specific Learning Disability: 196 school age students
- Speech Language Impairment: 18 EC students; 116 school age students
- Traumatic Brain Injury: 1 school age student
- Visual Impairment: 0 students
- Developmental Delay: 74 EI 0-2 students; 29 EC students, 10 school age students

Level II Programs

Blumfield- Autism and Language Program/Alternate Curriculum Program

Karen Western- Suburban Schools Hearing Impaired Program

Mockingbird- Behavioral and Social Skills Program

Seymour- Life Skills Program/Alternate Curriculum Program

RMS- Behavioral/Social Skill, Life Skills Program, Alternate Curriculum, &, Hearing Impaired programming

RHS- Behavioral/Social Skill, Life Skills Program, Alternate Curriculum, Hearing Impaired, Young Adult/Transition, & RISE Alternative program

Level III Programs

Alpha

Boystown Day School

Brook Valley Programing (ESU #3)

Community 360

Daybreak

Heartland Day School

Staffing

0-4: 10 Early Childhood Special Education Teachers

K-6: 15 certified Special Education Teachers

7-8: 4 certified Special Education Teachers (1 open position)

9-12: 7 certified Special Education Teachers

District Wide: 4 Teachers of the Deaf

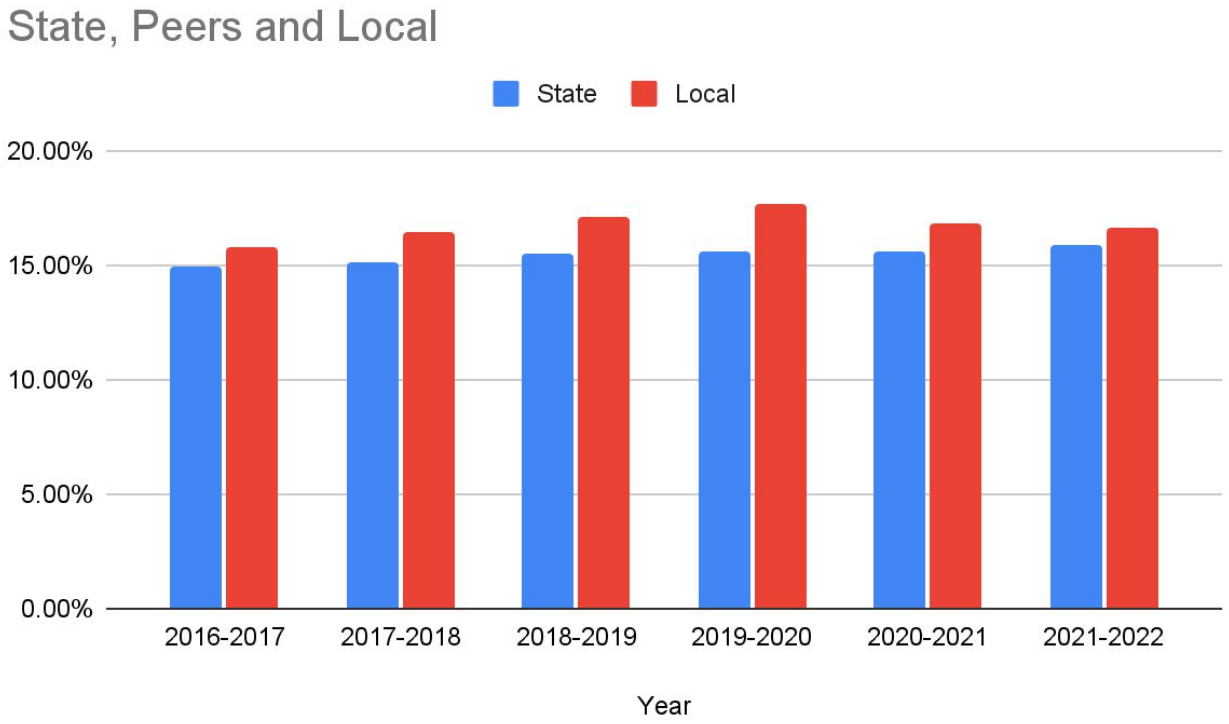
District Wide: 6 Licensed Speech-Language Pathologists

District Wide: 4 School Psychologists

Contracted Services

- Just for Kids
  - Provide Physical & Occupational Therapy, Speech services for 0-3 and school age
- Larson Speech Services
  - SLP covering St. Gerald's
- Two independent Speech Contractors
  - 1.2 FTE coverage
- ESU 3
  - .6 School Psych services

Special Education Population



Current Programming/Projects

- Verification using MTSS- SAT process
- IEP goal alignment
- Inclusionary support programming
- Intervention exploration
- Data collection and progress reporting

2023 Legislative Session*

January

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

February

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1 DAY 20	2 DAY 21	3 DAY 22	4
5	6 RECESS	7 DAY 23	8 DAY 24	9 DAY 25	10 DAY 26	11
12	13 DAY 27	14 DAY 28	15 DAY 29	16 DAY 30	17 RECESS	18
19	20 HOLIDAY	21 DAY 31	22 DAY 32	23 DAY 33	24 DAY 34	25
26	27 RECESS	28 DAY 35				

March

Sun	Mon	Tue	Wed	Thur	Fri	Sat
			1 DAY 36	2 DAY 37	3 DAY 38	4
5	6 DAY 39	7 DAY 40	8 DAY 41	9 DAY 42	10 RECESS	11
12	13 DAY 43	14 DAY 44	15 DAY 45	16 DAY 46	17 RECESS	18
19	20 RECESS	21 DAY 47	22 DAY 48	23 DAY 49	24 DAY 50	25
26	27 RECESS	28 DAY 51	29 DAY 52	30 DAY 53	31 DAY 54	

April

Sun	Mon	Tue	Wed	Thur	Fri	Sat
						1
2	3 DAY 55	4 DAY 56	5 DAY 57	6 DAY 58	7 RECESS	8
9	10 RECESS	11 DAY 59	12 DAY 60	13 DAY 61	14 DAY 62	15
16	17 DAY 63	18 DAY 64	19 DAY 65	20 DAY 66	21 RECESS	22
23	24 RECESS	25 DAY 67	26 DAY 68	27 DAY 69	28 HOLIDAY	29
30						

May

Sun	Mon	Tue	Wed	Thur	Fri	Sat
	1 RECESS	2 DAY 70	3 DAY 71	4 DAY 72	5 DAY 73	6
7	8 DAY 74	9 DAY 75	10 DAY 76	11 DAY 77	12 RECESS	13
14	15 RECESS	16 DAY 78	17 DAY 79	18 DAY 80	19 DAY 81	20
21	22 DAY 82	23 DAY 83	24 DAY 84	25 DAY 85	26 RECESS	27
28	29 HOLIDAY	30 DAY 86	31 DAY 87			

June

Sun	Mon	Tue	Wed	Thur	Fri	Sat
				1 DAY 88	2 DAY 89	3
4	5 RECESS	6 RECESS	7 RECESS	8 RECESS	9 DAY 90	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Legislative Recess Days

February 6, 17, 27
March 10, 17, 20, 27
April 7, 10, 21, 24
May 1, 12, 15, 26
June 5, 6, 7, 8

Federal & State Holidays

January 16 – Martin Luther King Jr. Day
February 20 – Presidents' Day
April 28 – Arbor Day
May 29 – Memorial Day

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

2023 NEBRASKA UNICAMERAL LEGISLATURE
Alphabetical List

Capitol Mailing Address: Senator _____
District # State Capitol
PO Box 94604
Lincoln NE 68509-460

As of 1/6/2023

Senator	District	Capitol Phone	Room	City
Aguilar, Raymond	35	471-2617	1118	Grand Island
Albrecht, Joni	17	471-2716	12th Floor	Thurston
Arch, John	14	471-2730	2103	La Vista
Armendariz, Christy	18	471-2618	10th Floor	Omaha
Ballard, Beau	21	471-2673	1403	Lincoln
Blood, Carol	3	471-2627	10th Floor	Bellevue
Bostar, Eliot	29	471-2734	10th Floor	Lincoln
Bostelman, Bruce	23	471-2719	1210	Brainard
Brandt, Tom	32	471-2711	1528	Plymouth
Brewer, Tom	43	471-2628	1423	Gordon
Briese, Tom	41	471-2631	2108	Albion
Cavanaugh, John	9	471-2723	8th Floor	Omaha
Cavanaugh, Machaela	6	471-2714	11th Floor	Omaha
Clements, Robert	2	471-2613	1305	Elmwood
Conrad, Danielle	46	471-2720	1206	Lincoln
Day, Jen	49	471-2725	11th Floor	Omaha
DeBoer, Wendy	10	471-2718	12th Floor	Bennington
DeKay, Barry	40	471-2801	11th Floor	Niobrara
Dorn, Myron	30	471-2620	1208	Adams
Dover, Robert	19	471-2929	12th Floor	Norfolk
Dungan, George	26	471-2610	12th Floor	Lincoln
Erdman, Steve	47	471-2616	1124	Bayard
Fredrickson, John	20	471-2622	8th Floor	Omaha
Geist, Suzanne	25	471-2731	1110	Lincoln
Halloran, Steve	33	471-2712	1115	Hastings
Hansen, Ben	16	471-2728	1117	Blair
Hardin, Brian	48	471-2802	11th Floor	Gering
Holdcroft, Rick	36	471-2642	1302	Bellevue
Hughes, Jana	24	471-2756	10th Floor	Seward
Hunt, Megan	8	471-2722	12th Floor	Omaha
Ibach, Teresa	44	471-2805	12th Floor	Sumner
Jacobson, Mike	42	471-2729	1523	North Platte
Kauth, Kathleen	31	471-2327	1522	Omaha
Linehan, Lou Ann	39	471-2885	1116	Elkhorn
Lippincott, Loren	34	471-2630	11th Floor	Central City
Lowe, John S., Sr.	37	471-2726	1306	Kearney
McDonnell, Mike	5	471-2710	1101	Omaha
McKinney, Terrell	11	471-2612	1212	Omaha
Moser, Mike	22	471-2715	1529	Columbus
Murman, Dave	38	471-2732	1107	Glenvil
Raybould, Jane	28	471-2633	10th Floor	Lincoln
Riepe, Merv	12	471-2623	1308	Ralston
Sanders, Rita	45	471-2615	11th Floor	Bellevue
Slama, Julie	1	471-2733	1401	Sterling
Vargas, Tony	7	471-2721	8th Floor	Omaha
von Gillern, R. Brad	4	471-2621	10th Floor	Elkhorn
Walz, Lynne	15	471-2625	1120	Fremont
Wayne, Justin T.	13	471-2727	1103	Omaha
Wishart, Anna	27	471-2632	8th Floor	Lincoln

2023 NEBRASKA UNICAMERAL LEGISLATURE

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

As of 1/5/2022

District	Senator	Capitol Phone	Room	City
1	**Slama**, Julie	(402) 471-2733	1401	Sterling
2	**Clements**, Robert	(402) 471-2613	1305	Elmwood
3	**Blood**, Carol	(402) 471-2627	10th Floor	Bellevue
4	**von Gillern**, R. Brad	(402) 471-2621	10th Floor	Elkhorn
5	**McDonnell**, Mike	(402) 471-2710	1101	Omaha
6	**Cavanaugh**, Machaela	(402) 471-2714	11th Floor	Omaha
7	**Vargas**, Tony	(402) 471-2721	8th Floor	Omaha
8	**Hunt**, Megan	(402) 471-2722	12th Floor	Omaha
9	**Cavanaugh**, John	(402) 471-2723	8th Floor	Omaha
10	**DeBoer**, Wendy	(402) 471-2718	12th Floor	Bennington
11	**McKinney**, Terrell	(402) 471-2612	1212	Omaha
12	**Riepe**, Merv	(402) 471-2623	1308	Ralston
13	**Wayne**, Justin T.	(402) 471-2727	1103	Omaha
14	**Arch**, John	(402) 471-2730	2103	La Vista
15	**Walz**, Lynne	(402) 471-2625	1120	Fremont
16	**Hansen**, Ben	(402) 471-2728	1117	Blair
17	**Albrecht**, Joni	(402) 471-2716	12th Floor	Thurston
18	**Armendariz**, Christy	(402) 471-2618	10th Floor	Omaha
19	**Dover**, Robert	(402) 471-2929	12th Floor	Norfolk
20	**Fredrickson**, John	(402) 471-2622	8th Floor	Omaha
21	**Ballard**, Beau	(402) 471-2673	1403	Lincoln
22	**Moser**, Mike	(402) 471-2715	1529	Columbus
23	**Bostelman**, Bruce	(402) 471-2719	1210	Brainard
24	**Hughes**, Jana	(402) 471-2756	10th Floor	Seward
25	**Geist**, Suzanne	(402) 471-2731	1110	Lincoln
26	**Dungan**, George	(402) 471-2610	12th Floor	Lincoln
27	**Wishart**, Anna	(402) 471-2632	8th Floor	Lincoln
28	**Raybould**, Jane	(402) 471-2633	10th Floor	Lincoln
29	**Bostar**, Eliot	(402) 471-2734	10th Floor	Lincoln
30	**Dorn**, Myron	(402) 471-2620	1208	Adams
31	**Kauth,** Kathleen	(402) 471-2327	1522	Omaha
32	**Brandt**, Tom	(402) 471-2711	1528	Plymouth
33	**Halloran**, Steve	(402) 471-2712	1115	Hastings
34	**Lippincott**, Loren	(402) 471-2630	11th Floor	Central City
35	**Aguilar**, Raymond	(402) 471-2617	1118	Grand Island
36	**Holdcroft**, Rick	(402) 471-2642	1302	Bellevue
37	**Lowe**, John S., Sr.	(402) 471-2726	1306	Kearney
38	**Murman**, Dave	(402) 471-2732	1107	Glenvil
39	**Linehan**, Lou Ann	(402) 471-2885	1116	Elkhorn
40	**DeKay**, Barry	(402) 471-2801	11th Floor	Niobrara
41	**Briese**, Tom	(402) 471-2631	2108	Albion
42	**Jacobson**, Mike	(402) 471-2729	1523	North Platte
43	**Brewer**, Tom	(402) 471-2628	1423	Gordon
44	**Ibach**, Teresa	(402) 471-2805	11th Floor	Sumner
45	**Sanders**, Rita	(402) 471-2615	11th Floor	Bellevue
46	**Conrad**, Danielle	(402) 471-2720	1206	Lincoln
47	**Erdman**, Steve	(402) 471-2616	1124	Bayard
48	**Hardin**, Brian	(402) 471-2802	11th Floor	Gering
49	**Day**, Jen	(402) 471-2725	11th Floor	Omaha

2023 LEGISLATIVE COMMITTEES

Committee on Committees Preliminary Report
Standing Committees

Updated 1/5/2023

Agriculture (8)
Rm. 1524 – Tuesday
Halloran (C), Brewer, Hansen, Holdcroft, Hughes, Ibach, Raybould, Riepe

Appropriations (9)
Rm. 1307 – Monday, Tuesday, Wednesday, Thursday, & Friday
Clements (C), Armendariz, Dorn, Dover, Erdman, Lippincott, McDonnell, Vargas, Wishart

Banking, Commerce and Insurance (8)
Rm. 1507 – Monday & Tuesday
Slama (C), Aguilar, Ballard, Bostar, Dungan, Jacobson, Kauth, von Gillern

Business and Labor (7)
Rm. 1524 – Monday
Riepe (C), Blood, Halloran, Hansen, Hunt, Ibach, McKinney

Education (8)
Rm. 1525 – Monday & Tuesday
Murman (C), Albrecht, Briese, Conrad, Linehan, Sanders, Walz, Wayne

General Affairs (8)
Rm. 1510 – Monday
Lowe (C), Brewer, Cavanaugh, J., Day, Hardin, Holdcroft, Hughes, Raybould

Government, Military and Veterans Affairs (8)
Rm. 1507 – Wednesday, Thursday, & Friday
Brewer (C), Conrad, Halloran, Holdcroft, Hunt, Lowe, Raybould, Sanders

Health and Human Services (7)
Rm. 1510 – Wednesday, Thursday, & Friday
Hansen (C), Ballard, Day, Cavanaugh, M., Hardin, Riepe, Walz

Judiciary (8)
Rm. 1113 – Wednesday, Thursday, & Friday
Wayne (C), Blood, DeBoer, DeKay, Geist, Ibach, McKinney, Slama

Natural Resources (8)
Rm. 1525 – Wednesday, Thursday, & Friday
Bostelman (C), Aguilar, Brandt, Cavanaugh, J., Fredrickson, Hughes, Jacobson, Moser

Nebraska Retirement Systems (6)
Rm 1525 – At call of Chair
McDonnell (C), Clements, Conrad, Hardin, Ibach, Vargas

Revenue (8)
Rm. 1524 – Wednesday, Thursday, & Friday
Linehan (C), Albrecht, Briese, Bostar, Dungan, Kauth, Murman, von Gillern

Transportation and Telecommunications (8)
Rm. 1113 – Monday & Tuesday
Geist (C), Bostelman, Brandt, Cavanaugh, M., DeBoer, DeKay, Fredrickson, Moser

Urban Affairs (7)
Rm. 1510 – Tuesday
McKinney (C), Blood, Cavanaugh, J., Day, Hardin, Hunt, Lowe

Select Committees

Committee on Committees (13)
Albrecht (C)

District 1:	*District 2:*	*District 3:*
Bostar	Hunt	Erdman
Bostelman	Linehan	Jacobson
Moser	Vargas	Lowe
Sanders	von Gillern	Murman

Enrollment and Review (1)
Ballard (C)

Reference (9)
Briese (C), Aguilar (VC), Arch, Bostar, Geist, Lowe, Riepe, Slama, Vargas, Clements (nonvoting ex officio)

Rules (6)
Erdman (C), Bostar, DeBoer, Hansen, Ibach, Arch (ex officio)

Special Committees

Building Maintenance (6)
Clements

Education Commission of the States (3)

Executive Board of the Legislative Council (9)
Briese (C), Aguilar (VC), Arch, Bostar, Geist, Lowe, Riepe, Slama, Vargas, Clements (nonvoting ex officio)

Justice Reinvestment Oversight (5)

Legislative Performance Audit (7)
Arch, Briese, Clements

Midwestern Higher Education Compact (2)

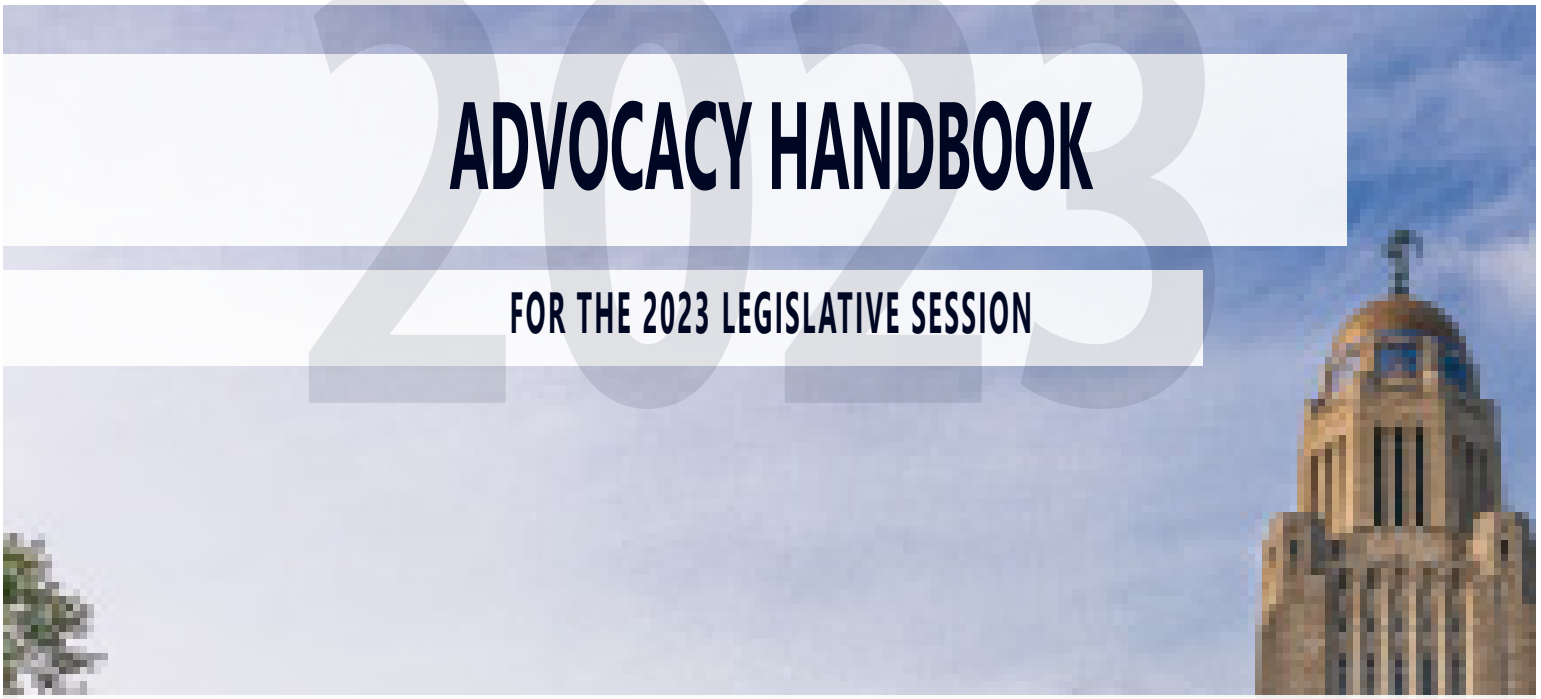
Planning Committee (9)
Arch, Briese, Clements

Redistricting Committee (9)

State- Tribal Relations Committee (7)

ADVOCACY HANDBOOK

FOR THE 2023 LEGISLATIVE SESSION



NASB'S LEGISLATIVE & LEADERSHIP INITIATIVES FOR 2023 AND A GUIDE FOR EFFECTIVE ADVOCACY



AS ADOPTED BY THE NASB DELEGATE ASSEMBLY ON NOVEMBER 18, 2022

LEADERSHIP INNOVATION VISION ENGAGEMENT #liveNASB #weLIVEhere

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

NASB
Nebraska Association of SCHOOL BOARDS

WELCOME - YOUR ROLE

Leadership Innovation Vision Engagement #liveNASB #weLIVEhere

1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

108TH LEGISLATURE, 1ST SESSION

CAN YOU REALLY MAKE A DIFFERENCE? YES YOU CAN!

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

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



DID YOU KNOW: #weLIVEhere

79% of Nebraska's 1,700 locally elected School Board Members serve at or within 100 miles of where they graduated ... with 51% serving AT the district they graduated from. You are a locally elected official and a community leader. As a school board member, you are in an excellent position to educate and influence the legislative process, and are seen as a key resource on education policy for your district.

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

2023 LEGISLATIVE CALENDAR

January 4	2023 Legislative Session begins
January 18	Day 10: Last day to introduce bills
January 22-23	Legislative Issues Conference - Embassy Suites Lincoln
June 9	Day 90: Final Day of the 2023 Legislative Session
July 1	Call for Legislative Submissions for 2024 consideration due
November 17	2023 Delegate Assembly - Omaha

(All Dates are Tentative & Subject to Change)

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YOUR ROLE - ADVOCACY & ENGAGEMENT

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NASB Nebraska Association of SCHOOL BOARDS

1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

108TH LEGISLATURE, 1ST SESSION

SHARE YOUR STORY

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

LEGISLATORS CARE ABOUT YOUR OPINION.
REMIND THEM, YOU ARE THEIR NEIGHBOR.
VOTERS ALSO PUT YOU IN OFFICE.
YOU HAVE AN INFLUENTIAL ROLE IN YOUR COMMUNITY.
YOU KNOW BETTER THAN ANYONE THE EFFECT OF A STATE DECISION.

UNDERSTAND THE DATA THAT WILL MAKE A DIFFERENCE

BUDGET	KIDS	SCHOOL
GENERAL FUND LEVY - BUILDING FUND LEVY	% KIDS ON FREE & REDUCED LUNCH	ENROLLMENT
% OF BUDGET FOR SPECIAL ED	% OF KIDS IN ELL	# OF KIDS IN PRE-SCHOOL
% OF BUDGET FOR ADMINISTRATIVE COSTS	# OF NET OPTION STUDENTS	AVERAGE CLASS SIZE
DISTRICT VALUATION	GRADUATION RATE/ACHIEVEMENT DATA	# OF BUILDINGS / # OF TEACHERS

WHAT CAN NASB DO FOR YOU?

Assist you in preparing testimony, talking points, emails, or Op-Eds; facilitate Senator introductions and meetings in your district or the Capitol; feature your district visits with Senators; brief your board at a meeting in your community; and more ... Just ASK!

YOUR NASB LEGISLATIVE TEAM & RESOURCES

Colby Coash - Associate Executive Director, Director of Government Relations - ccoash@NASBonline.org
Matt Belka - Director of Marketing, Communications & Advocacy - mbelka@NASBonline.org
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Senators Web Pages: www.nebraskalegislature.gov/senators

YOUR 2023-24 STATE SENATORS

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108TH LEGISLATURE, 1ST SESSION



Sen. Julie Slama
District 1
Dunbar



Sen. Robert Clements
District 2
Elmwood



Sen. Carol Blood
District 3
Bellevue



Sen. Brad von Gillern
District 4
Elkhorn



Sen. Mike McDonnell
District 5
Omaha



Sen. Machaela Cavanaugh
District 6
Omaha



Sen. Tony Vargas
District 7
Omaha



Sen. Megan Hunt
District 8
Omaha



Sen. John Cavanaugh
District 9
Omaha



Sen. Wendy DeBoer
District 10
Omaha



Sen. Terrell McKinney
District 11
Omaha



Sen. Merv Riepe
District 12
Ralston



Sen. Justin Wayne
District 13
Omaha



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. Christy Armendariz
District 18
Omaha



Sen. Robert Dover
District 19
Norfolk



Sen. John Fredrickson
District 20
Omaha



Beau Ballard
District 21
Lincoln



Sen. Mike Moser
District 22
Columbus



Sen. Bruce Bostelman
District 23
Brainard



Sen. Jana Hughes
District 24
Seward



Sen. Suzanne Geist
District 25
Lincoln

YOUR 2023-24 STATE SENATORS

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Sen. George Dungan
District 26
Lincoln



Sen. Anna Wishart
District 27
Lincoln



Sen. Jane Raybould
District 28
Lincoln



Sen. Eliot Bostar
District 29
Lincoln



Sen. Myron Dorn
District 30
Adams



Sen. Kathleen Kauth
District 31
Omaha



Sen. Tom Brandt
District 32
Plymouth



Sen. Steve Halloran
District 33
Hastings



Sen. Loren Lippincott
District 34
Central City



Sen. Raymond Aguilar
District 35
Grand Island



Sen. Rick Holdcroft
District 36
Bellevue



Sen. John Lowe
District 37
Kearney



Sen. Dave Murman
District 38
Glenvil



Sen. Lou Ann Linehan
District 39
Elkhorn



Sen. Barry DeKay
District 40
Niobrara



Sen. Tom Briese
District 41
Albion



Sen. Mike Jacobson
District 42
North Platte



Sen. Tom Brewer
District 43
Gordon



Sen. Teresa Ibach
District 44
Sumner



Sen. Rita Sanders
District 45
Bellevue



Sen. Danielle Conrad
District 46
Lincoln



Sen. Steve Erdman
District 47
Bayard



Sen. Brian Hardin
District 48
Gering



Sen. Jen Day
District 49
Gretna



Gov. Jim Pillen

YOUR 2023 NASB LEGISLATION COMMITTEE

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NASB Nebraska Association of School Boards

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Sandy Noffsinger (Chair)
NASB President-Elect
Dundy County Stratton



Kim Burry
NASB President
Bayard



Stacy Jolley
NASB Vice President
Millard



Member 1
Spencer Head
Omaha



Member 2
Jane Erdenberger
Omaha



Member 3
Bob Rauner
Lincoln



Member 4
Kathy Danek
Lincoln



Member 5
Sarah Centineo
Bellevue



Member 6
Beth Morrissette
Westside



Member 7
Suzanne Sapp
Ashland-Greenwood



Member 8
Amanda McGill Johnson
Millard



Member 9
Drew Blessing
Kearney



Member 10
Marla Grier
South Sioux City



Member 11
Doug Keener
Mitchell



Member 12
Ryne Seaman
Seward



Member 13
Steve Blocher
West Point



Member 14
Jim Vlach
Lyons-Decatur



Member 15
Brian Quackenbush
Tri County



Member 16
Judy Thompson
ESU 16



Appointed Member
Lisa Albers
Grand Island



Appointed Member
Skip Altig
North Platte



Appointed Member
Brian Copsey
Gering



Appointed Member
Kyle Fisher
Springfield Platteview



Appointed Member
Steve Koch
Hershey



Appointed Member
Stephanie Summers
David City



Appointed Member
Lisa Wagner
Central City



Appointed Member
Brad Wilkins
Ainsworth

For Even Number Members, Term Ends 2024. For Odd Numbered Members, Term Ends 2026. Appointed Members Serve One-Year Term

NASB POSITIONS ENCLOSED

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

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

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

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

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

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

Legislative Resolutions are in effect for one year only.

WHAT DOES THIS REPRESENT?

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

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

YOUR 2023 LEGISLATIVE RESOLUTIONS

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108TH LEGISLATURE, 1ST SESSION

. . . AS APPROVED BY THE LEGISLATION COMMITTEE ON AUGUST 5, 2022
. . . AND APPROVED BY THE BOARD OF DIRECTORS ON AUGUST 20, 2022
. . . AND APPROVED BY THE DELEGATE ASSEMBLY ON NOVEMBER 18, 2022

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.

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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.

UPDATING NOTICE REQUIREMENTS

NASB supports updating notice requirements for all school board meetings that recognizes available technology.

YOUR NASB STANDING POSITIONS

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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.

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BELIEF STATEMENTS FOR AN EFFECTIVE BOARD
CONDITIONS OF CHILDREN
CURRICULUM & INSTRUCTION
FUNDING & FINANCE
GOVERNANCE & STRUCTURE
PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS
STATE POLICY

BELIEF STATEMENTS FOR AN EFFECTIVE BOARD

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

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

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

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

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

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

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

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

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CONDITIONS OF CHILDREN

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

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

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

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

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

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

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

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

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

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

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

CURRICULUM & INSTRUCTION

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

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

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

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

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

S-25 — LIBRARY/MEDIA CONTENT
NASB supports that school district library/media content is a local decision. (2022)

S-26 — 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-27 — 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-28 — TECHNOLOGY
NASB supports equal access to current technology for all school districts so they may engage all students in the curriculum, to equip them for an increasingly technological society and job market, and to provide them greater access to education services. (prior to 1995)

FUNDING & FINANCE

S-29 — 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-30 — 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-31 — 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-32 — 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-33 — ELIMINATION OF EXPENDITURE LIMITATION
NASB supports legislation eliminating the limitation on general fund expenditures. (2000, amended 2011)

S-34 — 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-35 — 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-36 — 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)

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S-37 — 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-38 — 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-39 — 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-40 — 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-41 — 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-42 — 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-43 — LEGISLATION IMPLEMENTATION
NASB supports the concept that any legislative bill that limits financial resources, or requires additional financial resources, is done within a timeframe that will not negatively affect the school's ability to prepare their budget. (1997, amended 2015, 2017, 2019)

S-44 — LEGISLATIVE REVIEW OF STATUTORY DEADLINES
NASB urges legislative review of the conflicting mandatory deadlines that affect school revenues and expenditures. (2011)

S-45 — 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-46 — 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-47 — 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-48 — SPECIAL BUILDING FUND TAX LEVY EXCLUSION
NASB supports amending the Nebraska Statutes that address budgeting and spending lid restrictions to allow school districts the ability to utilize up to fourteen cents of the Special Building Fund tax levy outside of the budgeting and spending lid restriction so that districts can plan for and fund capital improvement projects, building repairs and upgrades, and school district infrastructure needs. (2007, amended 2020)

S-49 — 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)

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S-50 — 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-51 — VOUCHERS AND TAX CREDITS
NASB opposes any attempt to amend or circumvent the Nebraska and United States Constitutions to permit the use of public funds for the support, either direct or indirect, of schools not controlled by the public at large. NASB opposes any state or federal legislation allowing either tax credits or vouchers for children, or the parents or guardians of children attending nonpublic schools. or donors to scholarship funds for non-public education. (prior to 1995, amended 2020)

GOVERNANCE & STRUCTURE

S-52 — 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-53 — ALLIED SCHOOLS
NASB opposes legislation that would mandate the formation of an allied system of school districts. (2014, amended 2016)

S-54 — 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)

S-55 — AUTHORITY OF SCHOOL BOARDS
NASB supports the authority of boards of education to effectively govern and execute their statutory responsibilities. (1997, amended 2015)

S-56 — 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-57 — 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-58 — E-MEETINGS - FULLY-IMPLEMENTED OR PARTIAL ALLOWABLE ATTENDANCE
NASB supports legislation which allows for school board members to participate in school board meetings via electronic means while still maintaining a quorum when necessitated for the health and safety of the board and public. Virtual meetings cannot impede the public's ability to participate. (2020)

S-59 — EDUCATIONAL SERVICE UNIT GOVERNANCE
NASB supports governance of ESUs by elected boards and supports local determination of specific mechanisms of that governance. (2005)

S-60 — 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-61 — 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-62 — 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, 2019)

S-63 — 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)

YOUR NASB STANDING POSITIONS

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1,960,000 Nebraskans 324,000 Students 1,700 Locally Elected School Board Members 260 Member Districts/ESUs ONE NEBRASKA

108TH LEGISLATURE, 1ST SESSION

S-64 — PUBLICATION OF MINUTES, RECEIPTS, & EXPENDITURES
NASB supports removing the requirement to publishing hearing notices and meeting minutes in public newspapers and supports the use of alternative means to communicate board activity. (2020)

S-65 — RESTRICTION OF RESOURCES & 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-66 — 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-67 — SCHOOL CALENDARS
NASB opposes state mandated uniform opening and closing dates for local school districts. (prior to 1995)

PROFESSIONAL STANDARDS & EMPLOYEE RELATIONS

S-68 — 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-69 — 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-70 — CRIMINAL BACKGROUND CHECKS
NASB supports legislation which would aid public schools and ESUs in obtaining criminal background history information on prospective and current employees, and personnel provided through any contract service provider or anyone working on school property. (1999, amended 2006)

S-71 — 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-72 — EMPLOYEE SUPPORT
NASB recognizes the need to support district employees with their health and supports initiatives that provide for the physical and mental wellness of all school employees. (2020)

S-73 — 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-74 — 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-75 — 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-76 — 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-77 — 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-78 — 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)

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108TH LEGISLATURE, 1ST SESSION

S-79 — 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-80 — 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-81 — CORPORATE SPONSORSHIPS IN SCHOOLS
NASB opposes restrictions on school districts' ability to exercise their best judgment in entering into corporate sponsorship agreements. (2004)

S-82 — 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-83 — GUIDING THE P-16 EFFORT: 21ST CENTURY SKILLS
NASB urges state and local policymakers to forge a new working relationship in redesigning Nebraska's public education system for the 21st century, with a focus on improving student achievement and holding each level of the system accountable, from preschool through post-secondary education or training, in a manner that: a) Promotes multi-level communication and interaction between all P-16 partners to enhance student academic success; b) Offers all students a rigorous developmentally-appropriate curriculum designed to provide opportunities and choice, regardless of the post-secondary path they choose; c) Engages the assets of the full community; d) Utilizes data and technology to individualize education for students and to incorporate new learning into the design; e) Closes the achievement gap by focusing on quality teaching and learning opportunities; f) Implements standards-based education fully in a seamless curriculum, so one level of the system builds on the next and the end result is known and understood from the beginning; g) Provides sufficient resources that are adequate and sustainable at every level of the system to meet the challenge, resisting unfunded or underfunded mandates; and h) Preserves the ability of local school boards and their communities to address local needs and challenges in a flexible manner using a variety of options. (2009, amended 2016)

S-84 — 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-85 — 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-86 — 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-87 — 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-88 — 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-89 — 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)

Board of Education Legislative Goals
2022/2023
Ralston Public Schools Non-negotiables

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

Board of Education Legislative Goals

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

Ralston Enrollment Report as of 07/24/2023

BLUMFIELD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	23	0	0	23	5
KG	2.00	0	0	0	0	35
02	2.00	32	8	0	40	0
03	2.00	33	6	0	39	1
04	2.00	29	9	1	39	1
05	2.00	39	12	0	51	0
06	2.00	36	12	0	48	1
Building Total:		**192**	**47**	**1**	**240**	**43**

KAREN WESTERN ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	21	0	1	22	1
KG	2.00	9	0	0	9	13
01	2.00	30	9	1	40	0
02	2.00	23	7	0	30	2
03	1.00	25	7	0	32	1
04	1.00	13	4	0	17	0
05	1.00	19	6	0	25	1
06	2.00	16	9	0	25	1
Building Total:		**156**	**42**	**2**	**200**	**19**

MEADOWS ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	33	0	1	34	2
KG	2.00	24	0	0	24	17
01	2.00	33	10	0	43	3
02	2.00	30	12	0	42	1
03	2.00	29	8	0	37	2
04	2.00	27	9	1	37	1
05	2.00	22	9	1	32	1
06	2.00	25	16	1	42	1
Building Total:		**223**	**64**	**4**	**291**	**28**

MOCKINGBIRD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	22	0	4	26	0
KG	3.00	5	1	0	6	43
01	3.00	44	8	1	53	4
02	3.00	52	10	0	62	4
03	2.00	36	14	0	50	4
04	3.00	36	10	0	46	1
05	2.00	36	18	0	54	0
06	2.00	43	8	1	52	0
Building Total:		**274**	**69**	**6**	**349**	**56**

Ralston Enrollment Report as of 07/24/2023

SEYMOUR ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	1.00	21	0	0	21	2
KG	2.00	29	0	0	29	7
01	2.00	27	5	1	33	1
02	2.00	28	7	1	36	2
03	1.50	37	8	2	47	0
04	1.50	26	7	2	35	3
05	1.50	29	5	3	37	1
06	1.50	29	5	1	35	2
Building Total:		**226**	**37**	**10**	**273**	**18**

WILDEWOOD ELEMENTARY	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
PS	2.00	31	0	0	31	2
KG	2.00	31	0	0	31	1
01	2.00	31	14	0	45	1
02	2.00	27	10	0	37	2
03	2.00	24	13	0	37	2
04	2.00	30	9	0	39	1
05	2.00	24	11	0	35	0
06	2.00	28	11	1	40	0
Building Total:		**226**	**68**	**1**	**295**	**9**

RALSTON MIDDLE SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
07		180	72	0	252	5
08		159	69	5	233	5
Building Total:		**339**	**141**	**5**	**485**	**10**

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
09		168	81	0	249	3
10		184	75	0	259	2
11		165	95	0	260	4

Ralston Enrollment Report as of 07/24/2023

RALSTON HIGH SCHOOL	Nbr Sec	Current Enrollment	Option-In Enrollment	External Students	Total Students	Nbr Apps Pending
12		191	107	0	298	0
Building Total:		**708**	**358**	**0**	**1066**	**9**
District Total:		**2344**	**826**	**29**	**3199**	**192**
KG:		**98**	**1**	**0**	**99**	**116**
01:		**165**	**46**	**3**	**214**	**9**
02:		**192**	**54**	**1**	**247**	**11**
03:		**184**	**56**	**2**	**242**	**10**
04:		**161**	**48**	**4**	**213**	**7**
05:		**169**	**61**	**4**	**234**	**3**
06:		**177**	**61**	**4**	**242**	**5**
07:		**180**	**72**	**0**	**252**	**5**
08:		**159**	**69**	**5**	**233**	**5**
09:		**168**	**81**	**0**	**249**	**3**
10:		**184**	**75**	**0**	**259**	**2**
11:		**165**	**95**	**0**	**260**	**4**
12:		**191**	**107**	**0**	**298**	**0**

Bond Planning/Update Agenda

July 22, 2023

- Meadows
    - Work continuing on interior finishes
        - Hallway tile
        - Boxlights
        - Lighting
        - Ceiling pads
        - Painting
    - Driveway pour is complete, parking lot work continuing
    - Move in set for July 24-26
    - Onsite tour for Meadows staff on 7/21
- WW
    - Demolition near complete
    - West half of driveway to be demoed and repoured before August 10
- MB
    - More walls have been erected,
    - Utility work complete, 93rd N. bound is reopened. Two pours left on S. bound 93rd
- KW
    - HVAC units are mostly up and running,
    - Custodians have been onsite this week working on cleaning classrooms
    - Fire sprinkler system nearly complete
    - Work continuing on repouring front drive and exit from the parking lot
- RMS
    - HVAC units are in varying degrees of installation and completion. Much work needs to be done to get the building up to 100% climate controlled by 8/10, several crews including plumbers, electricians and tinners are on site working on installation,
    - Building is currently comfortable, and gets somewhat more cool with each new unit installed.
- RHS
    - Softball field turf is due to be installed in August.
    - Back driveway has been mostly poured, more work to come on the approach and the parking stalls
    - Field should be accessible for play, but the surrounding areas around the RR/Concession stand/Pressbox may not be ready for opening, this

    - may require the season starting at Crown/Wager until the site is safe enough for players and fans.
- Misc
    - CM@R selection process should be completed by 7/24, finalists are Weitz and Boyd Jones
    - 2nd Tranche of bonds are sold, we came out pretty good as there was a bidding war on some of our bonds. Interest rates are higher, but are much lower than we estimated at the outset of the project.

July 10, 2023

- Meadows
    - Work continuing on interior finishes
        - Hallway tile
        - Boxlights
        - Lighting
        - Ceiling pads
        - Painting
    - Driveway to be poured this week
    - Move dates set for July 24-26
    - Bay Meadows project is complete
- WW
    - Demolition is moving along well, some framing is to start this week
    - A good portion of new duct work is already in place.
    -
- MB
    - New walls have been poured and erected, next set of walls are being framed and should be ready for lifting in 2 weeks
- KW
    - Multiple meetings with contractors, more electricians on site,
    - HVAC to begin turning on units on July 14.
    - Fire line nearly complete
    - Painting to be completed by next week
    - Custodians to begin the process of cleaning the building starting July 19
- RMS
    - 20 new heat pumps are installed, another 23 console units are up and running.
    - Trying to have a total of 93 units installed at RMS prior to school opening.

- Upstairs at RMS may run on the old units to start school.

June 19, 2023

- Meadows
  - Driveway work is progressing, demo and grading near complete
  - Most drywall work is complete, most priming of walls is ongoing, some rooms have received first coat of paint
  - Ceiling grids are in various stages of completion, some flooring has taken been installed
  - After July 4, some Boxlights will begin to be installed
  - Lighting complete in some rooms
  - Additional concrete tear out and replace to be added to the scope of work
  - Preliminary date for movers has been established for July 24-26.
- WW
  - Gas and water shut off, electrical has been made safe
  - VAV's are installed in the primary wing
  - Saw cuts for new sewer lines are scheduled for next week
  - West half of driveway to be replaced by 8/10
  - Meeting w/ First Student on WW transportation plan
  -
- MB
  - Utility work is continuing underground, some locations will be repoured soon
  - East side walls to be poured over the next two weeks, bricks are being installed
  - Floor is completely poured on the academic wing,
  - South gym walls are also to be poured.
  - Beginning to work on logistics of old building demolition
- KW
  - Timeline is tracking for drywall and ceiling completion,
  - HVAC is a concern at this time, meeting held 6/20
  - Front driveway loop is being replaced
  - Roofing project to conclude in the next week
  - Additional concrete replacement to be added to scope of work
- RHS
  - Building is in the punch list phase,
  - Grading and rock continues to be installed
  - Dugouts are poured for both fields

    - Scoreboards have been installed
- BL
    - GMP has been approved, subcontractors are being scheduled for the project
- RMS
    - HVAC work continuing, meeting w/ contractor 6/20
- Bay Meadows
    - Work began Friday 6/16, to be completed 6/23

May 22, 2023

- Met w/ Scott Keene, updated 2nd bond resolution
- Met w/ KW roof contractor McKinnis roofing, project to start 2nd week of June
- BB/SB project update, concession stand is near completion, driveway tearout is beginning
- Finalizing BL plan for bid submission
- Met w/ CM@R candidate(s) regarding scope of phase 2
- Technology demo meeting at KW
- WW to move 5/23-5/25

May 5, 2023

- Bid walkthrough at Blumfield, over 40 subcontractors attended
- Preconstruction meeting held for KW w/ contractor and HVAC
- CM@R documents prepared for BOE meeting
- Bond Draw #2 discussion scheduled w/ Piper
- Cooling tower is online and running at RMS!

April 24, 2023

- Meadows Elementary is settled in at WCC, two weeks under their belt at this point. More than 25% of their time at WCC is complete.
- Mover for WW has been identified, school to end a few days early to facilitate WW packing and preparation for the move.
- Finalizing Blumfield plan, structural HVAC engineering work is ongoing
- BB/SB on site inspection, tour of new building has been conducted, floor is poured, connection to storm sewer for field run off has been made.
- Architect/attorney meeting by phone, preparing for potential CM@R contract for last rounds of construction, (BOE discussion upcoming)

- Staff meeting with contractor and staff at KW regarding the upcoming renovation project
- Cooling tower at RMS has been installed, work is ongoing and should have A/C restored prior to May 1.

April 3, 2023

- Meadows is substantially moved, needed items in place at WCC, rest of materials are either in the gym or in storage. Remainder to be moved in the next two weeks
- Asbestos removal and demolition are underway, initial plumbing and electrical work have commenced.
- Meeting with KW contractor and subs regarding electrical and fire suppression
- BA/SB concession stand framing is near complete, building will be weathered in by mid-April
- Dirt work to take place at the fields starting next week
- Pouring of walls continues at MB, crane is scheduled for wall erection in the next two weeks
- Blumfield page turn

March 20, 2023

- Met at Meadows w/ contractor and moving company to solidify moving plan for April 1
- Meeting on Meadows transportation plan 3/21
- BB/SB field meeting, timelines are beginning to take shape for field completion, underground utility work has started.
- OAC meeting for MB/ME/WW/BL plans
- KW preconstruction meeting held with general contractor, electrician and painting subcontractors.
- Met w/ Seymour staff to outline construction timeline for summer 2024

March 6, 2023

- Bid awarded to Midwest DCM
- Blumfield plan presented to teaching staff
- Construction plan presented to RMS teaching staff
- Meadows Library book move plan

- BB/SB field construction meeting, masonry work is nearly complete on the concession stand
- Bay Meadows project shared with Mrs. Telecky, she is reviewing our Hold Harmless agreement

February 20, 2023

- Bid opening for KW completed 2/17
- Architects currently working on Blumfield plans
- Tour for BOE members at WCC
- First BB/SB building OAC meeting, progressing on building block walls
- Camera bid for KW and WW in progress

February 6, 2023

- Continued work at MB to dry out/thaw out ground for lower level pour, lower level to be complete by Wednesday
- Light bases and light pole installation occurring at RHS
- KW pre-bid walkthrough on Tuesday
- BL initial plans are available
- Meadows, continuing to prepare for move in April. Boxes are on site, staff is slowly packing, additional dumpster to be on site
- Met on HVAC control system for WW
- WW GMP completed
- Meeting held on RHS HVAC project
- Bid opening for cameras completed, Prime is lowest bidder
- KW page turn completed
- Presentation to KW staff on building project
- Met on Bay Meadows Park project with engineer and contractor
- Shared Blumfield initial plan with Principal
- Met on dugout change order for RHS
- Meeting w/ Scott Keene on bonds
- Flythrough for WW will be ready this week
-

January 17, 2023

- Continued work at MB to dry out/thaw out ground for lower level pour
- HVAC work continues at KW and RMS, control systems
- Cooling tower demolition completed RMS, work continues in boiler room
- Lower gym unit now repaired and online.

- Pre-bid meeting at WW, very well attended, bids have been submitted and are being tabulated, GMP review 1/23 and 1/26
- Meadows security camera bid opening 1/23
- KW page turn meeting 1/23

January 9, 2022

- Footings poured at BA/SB field complex
- Boxes delivered for packing at Meadows
- Camera installation Invitation to Bid is open
- KCAV toured KW for classroom tech. Bid
- HVAC Controls walkthrough at RMS and KW
- HVAC Controls installation began 12/28
- RHS Controls walkthrough
- WW pre-bid walkthrough
- Asbestos removal bids received Meadows
- KCAV to present to cabinet

December 12, 2022

- Building pad has been compacted and passed engineering standards for BA/SB fields
- Page turn meeting for WW
- Concrete poured at MB, 1/2 of slab for academic wing has been completed
- Flooring slab for lower level to be poured week of 12/19
- WW walkthrough complete for doors and hardware
- Meadows staff toured WCC
- Contacted moving company for Meadows move
- KW walkthrough w/ electrical engineer
- Bid recommendation for Meadows classroom tech.

November 21, 2022

- Continued dirt work at RHS,
- Office staff tour of WCC
- Bids collected on classroom technology
- Work scheduled to begin Nov 30th on KW cooling tower refurbishment
- Contract for BA/SB field work completed

November 14, 2022

- BA/SB field work is progressing, trailer and staging areas identified
- Security camera/door access meeting
- Field trip for 1st graders
- HVAC controls RMS/KW, phase 1 to be completed Nov. 21
- KW foundation repair project completed
- Meadows GMP
- Moving company identified Two Men and a Truck
- Beginning KW design process

October 31, 2022

- Demolition and excavation work continuing at RHS, work trailer areas and staging areas have been identified
- Project coordination meeting between Nemaha Cons. and Construct Inc.
- Met w/ security camera and door access vendor to solicit budgeting numbers
- Conducted field trip for 1st grade MB students of the Weitz construction trailer
- Received bid numbers for Meadows Elementary
- HVAC tech meeting for RMS/KW projects
- KW foundation project near completion

October 17, 2022

- Demolition and excavation work started on Baseball/Softball field project,
- Pre-constrution meeting held on BA/SB fields, subcontractors for field work, electrical, utilities and earth work have all been identified.
- Food service staff toured WCC, Douglas County Health inspector also attended
- Continued addendums to BA/SB contract, attorneys for both sides are in review
- Initial Meadows bids are nearly complete and should be available by the BOE meeting on November 14.
- Demonstration of HVAC control units set
- Meeting w/ WW Principal and Architect to review input from WW presentation

October 3, 2022

- BCDM presented draft plan for WW, input gathered from staff
- Construction meeting held, GMP timeline for Meadows set, Nov. 14
- Logistics regarding Meadows/WW move
- Switch gear and HVAC bids to be separated out for supply chain issues
- MB timeline update, 2 weeks behind schedule
- KW foundation contractor secured, scheduled for 10/26
- Toured WCC w/ kitchen staff and Health inspector
- Set a meeting for HVAC controls demo through Alvine Engineering

September 26, 2022

- Met w/ First Student to outline transportation plan for Meadows transition
- Building and Grounds subcommittee meeting, outlined finishes for Meadows
- Presented finishes to Meadows staff, solicited input

September 19, 2022

- Swing Site visit
- Continued progress on portions of RMS HVAC Project, delays still on some components to make the system fully functional
- Received 2nd bid on KW foundation project
- Met w/ Facility Advocates to consider fall work in RMS boiler room
- Rebar on site at MB, foundation footings to be excavated and poured.

September 5, 2022

- Conducted initial presentation of Meadows GMP w/ Weitz and BCDM
- Page Turn for Meadows completed
- Met w/ Civil Engineer and Nemaha Construction to Value Engineer existing BA/SB bid
- HVAC controls meeting w/ Alvine Engineering and Facility Advocates
- Rebar plans to be approved and delivered to MB this week,
- 2nd contractor contacted for KW foundation project.

August 29, 2022

- Interior design for Meadows presented
- Bid opening BA/SB field
- Rebar design package finalized
- Visited WCC
- Secured insurance certificate and reviewed contract for WCC

- Discussed timeline on HVAC at RMS
- Setting control system meeting w/ mechanical engineer

August 22, 2022

- Presented initial building plans to BL staff

August 15, 2022

- Geopier installation finished
- Pre-bid walkthrough for BA/SB fields
- Toured alternate placement site at Westside Community Center
- Presented initial building plan to WW staff
- BA/SB field bid opening moved to 8/30
- Drawings for Meadows to be complete by 9/19
- Footing work at MB to begin 9/12
- Rebar plans 9/5 due for MB

August 8, 2022

- Geopier installation to begin this week
- Bidding is open for BA/SB fields
- Temp. fix at RMS is complete and running
- Meeting on Meadows Park drainage issue
- Bid received for KW foundation repair work, soliciting 2nd bid
- Finalized contract for phase 2 GMP at MB
- Finalized contract for HVAC at RMS/KW phase 2

August 1, 2022

- Geopier installation to begin next week
- Page turn on BB/SB fields
- KW foundation work, subcontractor contacted, engineer contacted
- Bids for RMS/KW HVAC to BOE for approval
- Met w/ subcontractor on MB cameras and door access
- Contacted contractor on temp. fix to RMS HVAC issues.
- Bidding period to open on BA/SB fields 8/4

July 18, 2022

- Excavation work near completion MB

- Met w/ Weitz/BCDM on subcontractor bids for MB construction, near finalization and GMP
- MB virtual walkthrough uploaded
- Construction meeting, advancing Meadows design
- HVAC bids collected 7/21 for KW and RMS

July 5, 2022

- Excavation work on MB in progress, footings work to begin soon
- Security fencing installed
- Bids due July 21st for RMS/KW
- Weitz gathering subcontractor bids for MB GMP
- Proposal for electrical engineering work on BB/SB fields received
- Proposal for 3rd party testing from Thiele on MB project
- Continued refinement of the BB/SB field project and Meadows Elementary

June 27, 2022

- Excavation work on MB in progress
- More tree removal at MB
- Civil engineer work submitted on Bay Meadows drainage issue
- Bidding is open on Phase 2 RMS/KW HVAC project, close July 21st

June 20, 2022

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

June 13, 2022

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

June 6, 2022

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

May 23, 2022

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

May 16, 2022

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

May 9, 2022

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

May 2, 2022

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

April 25, 2022

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

April 18, 2022

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

- Contract signed for Phase 1 RMS HVAC

April 11, 2022

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

April 4, 2022

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

March 28, 2022

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

March 21, 2022

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

March 14, 2022

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

March 7, 2022

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

February 28, 2022

- Met w/ BCDM and Weitz construction, discussed finalizing the plan for MB and GMP
- Counteroffer sent to Weitz at 3.75%, contract language is almost in full agreement
- Zoning Board meeting scheduled for March 10
- LINK to Tech recommendations
- Next Softball/Baseball Complex Design Meeting set for March 4th

February 21, 2022

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

February 14, 2022

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

February 7, 2022

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

January 27, 2022

- CM@R firms ranked Weitz #1, Boyd Jones #2
- Process of adjusting CM@R contract to meet RPS requirements
- Jan. 25th met w/ Coady Pruett, attorney and Pat Carson, architect to finish initial contract offering to Weitz
- Jan. 14, met w/ Judy Kyle and Pat Carson to review design of kitchen at MB and Meadows

January 10, 2022

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

December 20th

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

December 13th

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

December 6th

- Met w/ Architect, further development of MB plan,
- Meeting w/Lamp Rynearson regarding BB/SB fields December 9th
- Boards are being demoed through the 12/8 at RHS, RMS, BL, & SY
- Bonds go to market this week
- Conducted tours with interested bidders of BL, ME, and WW Dec. 10
- Finished scoring rubric for CM@R rating process

November 29th

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

November 22nd

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

November 15th

- Met w/ Public Trust advisors liquid asset fund

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

November 8th

- Bond advisor attending BOE meeting 11/8, will recommend refinance and first traunch.
- Met w/ mechanical engineer, walkthrough at KW and RMS
- Met w/ architect and Tiny/Little Rams staff on MB plan
- Met w/architect on needs at new MB kitchen
- Survey work is ongoing at MB
- Technology
    - Training last week for RHS/Admin training on Tuesday(11/9)
    - Additional boards (3) and carts should be in by 11/13
    - Set up meeting with Audio Enhancement for 11/17/2021 at 5:30 PM
-

October 28, 2021

Since the Bond Passed…

- Bond advisor first set of bonds going to market soon.
- Master calendar and seasons to take the projects on
- Development for HVAC plans at RMS & KW
- Met w/ architects and mechanical engineers on MB facility design
- Met with electrical engineers on lighting options
- Began discussions of what we want intercoms, alarms, and camera systems to look like
- Multiple tours of different buildings in different districts re: facilities, layouts, technology
- CM@R for MB, BL, ME, WW, finalizing RFP, advertisements are coming soon.
- Decided to merge the 4 schools above together because they are contingent on one another
- Board passed a resolution, will need to identify 1 more member to complete the team for hiring
- Working with KSB to create the RFP to go out
- Survey work started on MB

- Technology
    - Board in district that are training on w/ 6 staff members
    - Connecting with others who have passed the bond re: technology components
    - Met with KCAV to talk security, boards, audio (the Boxlight company and microphone/intercom system)
    - Met with the engineers that are working on the project
    - Communicated with principals which staff we are looking to have help us try out the machines, waiting for devices to arrive, then planning to communicate with staff requesting pilot

Special Education Update

July 24, 2023

Special Education Mission

The Ralston Public Schools Special Education Department will support students, staff, and families by:

- Providing instruction and resources to prepare students to be productive citizens in society
- Supporting student growth and learning through meaningful and relevant instruction
- Developing potential in each student through partnership with all stakeholders

What does special education look like in Ralston?

- Continuum of supports
- 3 yr old early childhood programming at Blumfield
- 4 yr old early childhood programming at each elementary school
- Level 1 programming offered at each building
- Level 2 programming (specialized instruction) offered at certain buildings
- Alternative programming offered for students 9-11 (RISE)
- Young Adult/Transition programming at RHS for 18 yrs-21 yrs
- Level 3 programming services with metro area agencies

Students

- Autism: 7 EC students; 72 school age students
- Emotional Disturbance: 33 school age students
- Deaf/Blindness: 0 students
- Hearing Impairment: 3 EC students; 13 school age
- Intellectual Disability: 33 school age students
- Multiple Impairments: 2 school age students
- Orthopedic Impairments: 2 school age students
- Other Health Impairment: 2 EC students; 65 school age students
- Specific Learning Disability: 196 school age students
- Speech Language Impairment: 18 EC students; 116 school age students
- Traumatic Brain Injury: 1 school age student
- Visual Impairment: 0 students
- Developmental Delay: 74 EI 0-2 students; 29 EC students, 10 school age students

Level II Programs

Blumfield- Autism and Language Program/Alternate Curriculum Program

Karen Western- Suburban Schools Hearing Impaired Program

Mockingbird- Behavioral and Social Skills Program

Seymour- Life Skills Program/Alternate Curriculum Program

RMS- Behavioral/Social Skill, Life Skills Program, Alternate Curriculum, &, Hearing Impaired programming

RHS- Behavioral/Social Skill, Life Skills Program, Alternate Curriculum, Hearing Impaired, Young Adult/Transition, & RISE Alternative program

Level III Programs

Alpha

Boystown Day School

Brook Valley Programing (ESU #3)

Community 360

Daybreak

Heartland Day School

Staffing

0-4: 10 Early Childhood Special Education Teachers

K-6: 15 certified Special Education Teachers

7-8: 4 certified Special Education Teachers (1 open position)

9-12: 7 certified Special Education Teachers

District Wide: 4 Teachers of the Deaf

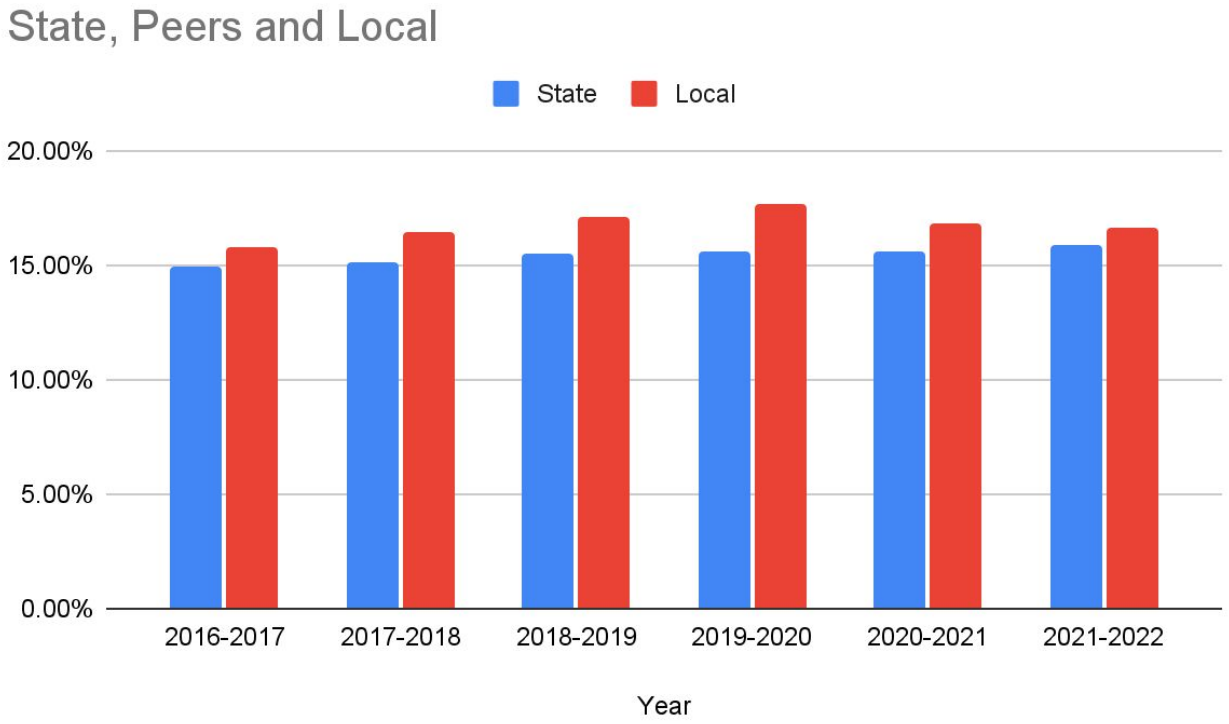
District Wide: 6 Licensed Speech-Language Pathologists

District Wide: 4 School Psychologists

Contracted Services

- Just for Kids
  - Provide Physical & Occupational Therapy, Speech services for 0-3 and school age
- Larson Speech Services
  - SLP covering St. Gerald's
- Two independent Speech Contractors
  - 1.2 FTE coverage
- ESU 3
  - .6 School Psych services

Special Education Population



Current Programming/Projects

- Verification using MTSS- SAT process
- IEP goal alignment
- Inclusionary support programming
- Intervention exploration
- Data collection and progress reporting



Boyd Jones | Ralston PUBLIC SCHOOLS

Complex, Multi-Site PreK-12 Experts
Collaborative Solutions Providers
Schedule & Budget Efficiency

YOUR PROJECT TEAM

Boyd Jones



Emily Bannick
Senior Director of
Education Services



Leila Knowles
Director of
Preconstruction



Sean Yahnke
Senior Project
Manager



Zach Harris
Site
Superintendent

Boyd Jones

WHO WE ARE



- Founded in 1924
- Over 20 Years, 700K SF, $100M+ in Projects with BCDM architects
- Long-Term Perspective
- Holistic Approach



TEAM EXPERIENCE WITH MORE THAN

25

PREK-12 DISTRICTS

WE'VE COMPLETED OVER

3.1 MILLION SF

OF EDUCATION SPACE SINCE 2018









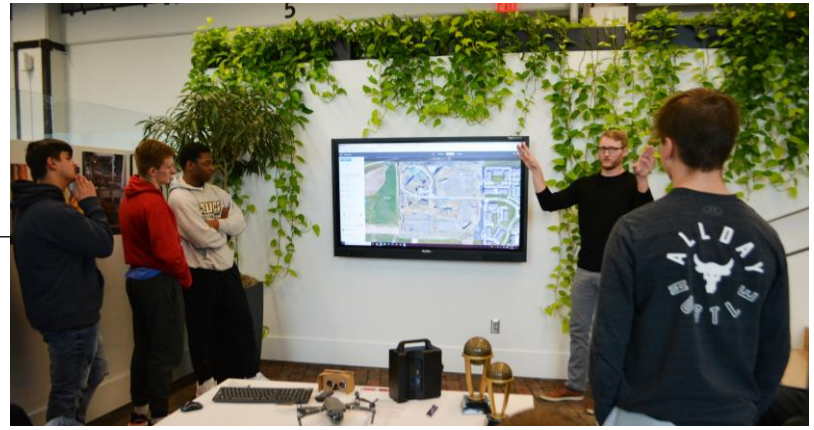


PreK-12 Renovation Experts

- ★ Fort Calhoun Elementary
- ★ Fort Calhoun Jr/Sr High
- ★ Westmont Elementary
- ★ Springfield Platteview Admin
- ★ Springfield Platteview Athletics
- ★ Fairbury Public Schools
- ★ DC West Middle School
- ★ OPS – Conestoga Elementary
- ★ OPS – Catlin Elementary
- OPS – Edison Elementary
- OPS – Masters Elementary
- Walnut Hill Elementary
- Thomas Jefferson
- ★ Red Oak Inman Primary
- ★ Red Oak Jr/Sr High School
- ★ Oelwein Elementary
- ★ Oelwein High School
- ★ Central City Public Schools
- ★ HMS Middle School
- ★ Arlington Public Schools
- ★ East Butler Public Schools
- Minden High School
- ★ Knoxville High School
- ★ Wausa Community Schools
- ★ Sidney Elementary
- ★ Sidney High School
- ★ East Mills Community Schools
- ★ Boyer Valley CSD
- ★ Grinnell-Newburg CSD
- ★ Knoxville CSD
- ★ Akron-Westfield CSD













Student Engagement

Boyd Jones

THE Boyd Jones APPROACH

Challenges & Solutions

Challenge 1: Budget

Identify scope that fits available funds

Baseline budget is key!

	Value	Option 1	Option 2	Option 3	Alternates
Elementary School					
New Elementary School (Net 0 Parking)	$18,600,000	X	X	X	
West Sidewalk	$150,000				X
West Tiered Nature Trail	$218,000				X
South Nature Trail by Play	$95,000				
Parking					
Expand Northeast Lot (+56 Stalls)	$450,000				
New Northeast Lot (+125 Stalls)	$985,000				
New Northeast Lot (+83 Stalls)	$805,000				X
New East Lot (+40 Stalls)	$545,000	X			
Vocational Education Building					
16,000 SF VOC Building	$3,160,000			X	
10,000 SF VOC Building	$2,300,000	X			
Cooling for Wood and Classroom	$55,000				
Cooling for Entire VOC Building	$125,000				
Add for Storm Shelter	$175,000	X			
Kitchen/Commons					
Commons/Cafeteria, Kitchen Expansion	$2,940,000	X	X	X	
Elementary Gym/Performing Arts					
HVAC	$183,000	X		X	
Acoustic Paneling, Ceilings	$167,000	X			
Lighting, Sound Systems	$330,000	X			
Stage/Dolley Upgrades	$16,000	X			
Misc					
Fire Alarm at Existing High School (Required)	$248,000	X	X	X	
Existing Elementary Fixture Upgrades	$114,000	X		X	
Existing School Intercom and Clock System	$225,000				
High School East Entrance	$93,000	X			
Additional Project Costs	$3,619,000	X	X	X	
		$30,019,600	$26,096,600	$28,864,000	$1,173,000

Challenge 1: Budget

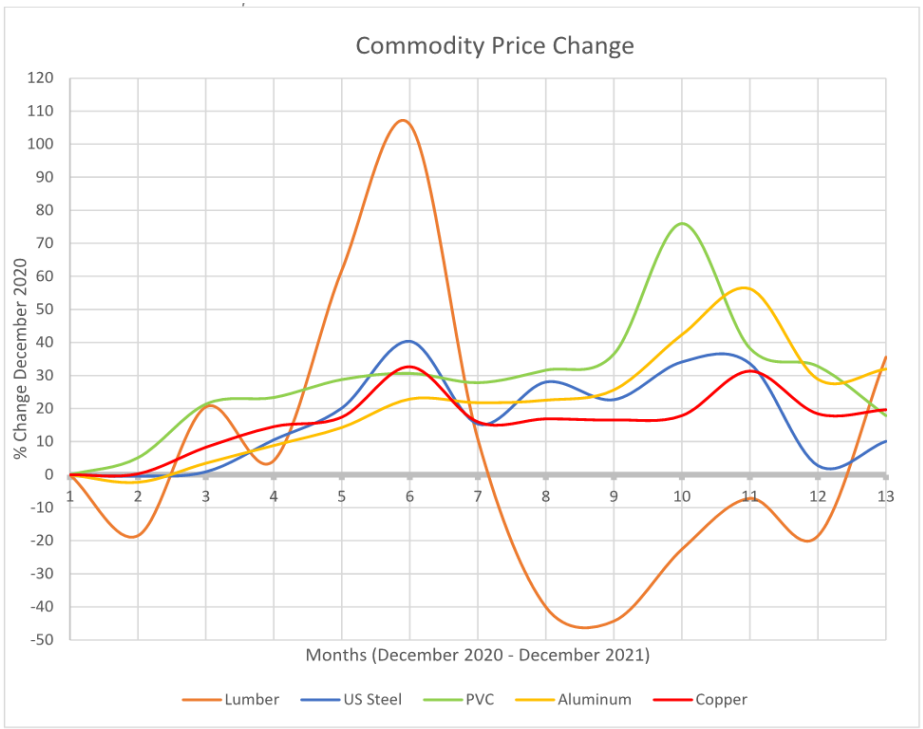
Maintain budget through design

- Make value-driven decisions
- Minimize market risk
- Avoid design delays
- Save money during construction

Baseline Budget (SD)	$14,366,528
Approved Changes	-$17,556
Revised Project Cost	**$14,348,972**

COST ADJUSTMENTS

Description	Date Int.	Pending	Approved/ Required	Rejected	Date	Incorporated	Comments
Division 3 Concrete							
Change 7/8" gypcrete with 1/8" AcoustiMat to 3/4" gypcrete with no AcoustiMat (SD VE)	11/4/15			-$102,762	11/4/15		Approved 11/4/15; Update 12/14/15, see revised deduct.
Eliminate AcoustiMat at corridors, bedrooms and closets (replace with 1" gypcrete).	12/15/15		-		12/15/15	-$20,000	Approved 12/15/15
Division 5 Metals							
Reduce length of awning by 50%; Retain at prominent corner.	11/4/15	-	-	-$70,721	11/4/15	-	Full length must be retained 11/4/15 but modifications to depth and construction are flexible. Refer to item next item.
Reduce depth of awning to 6'; eliminate membrane, soffit panels and decking except at entrances.	11/4/15		-		11/5/15	-$41,042	Approved 11/5/15; price confirmation necessary upon final design.
Eliminate aluminum shadow boxes around windows	11/4/15		-		11/5/15		Approved 11/5/15; façade meeting at APMA; $58k savings already accounted for in updated budget 3/2/16
Due to acceptance of PTAC Units at studios, eliminate juilet balcony rail. **All other juliet rail eliminated.** Refer to options to add.	11/4/15		-	-	11/5/15		Approved 11/5/15; façade meeting at APMA; $21k savings already incorporated into updated budget 3/2/16
ADD: Option per unit to add steel balconies; 4.5' deep x 8' long (includes cost of door)	11/5/15	-	$120,000	-	12/18/15		**1/12/16: Quanity adjusted to reflect current count of 12 balconies plus 4 inset at north entrance.**
ADD: Option per unit to add juliet balcony (includes cost of door)	11/5/15	-	-	-	12/18/15	$13,200	$1,100/ea; Approved quantity per email from Pat 12/18/15. **1/12/16: Quanity adjusted to reflect current count of 12 juliet balconies.**
ADD: Upgrade balconies to Wahoo decking with wire mesh	3/3/16	-	-	-		$30,286	
ADD: Balcony awning off Level 3 at courtyard, 8' deep (75 LF)	11/5/15	$32,900				-	
ADD: Privacy screen walls between units at amenity patio (7 ea)	11/5/15	$7,800				-	Screen walls to be galvanized steel channel frame with cedar 2x4 slats, 6' tall.



Challenge 1: Budget

Maintain budget through design



1.75% UNDER Budget Average

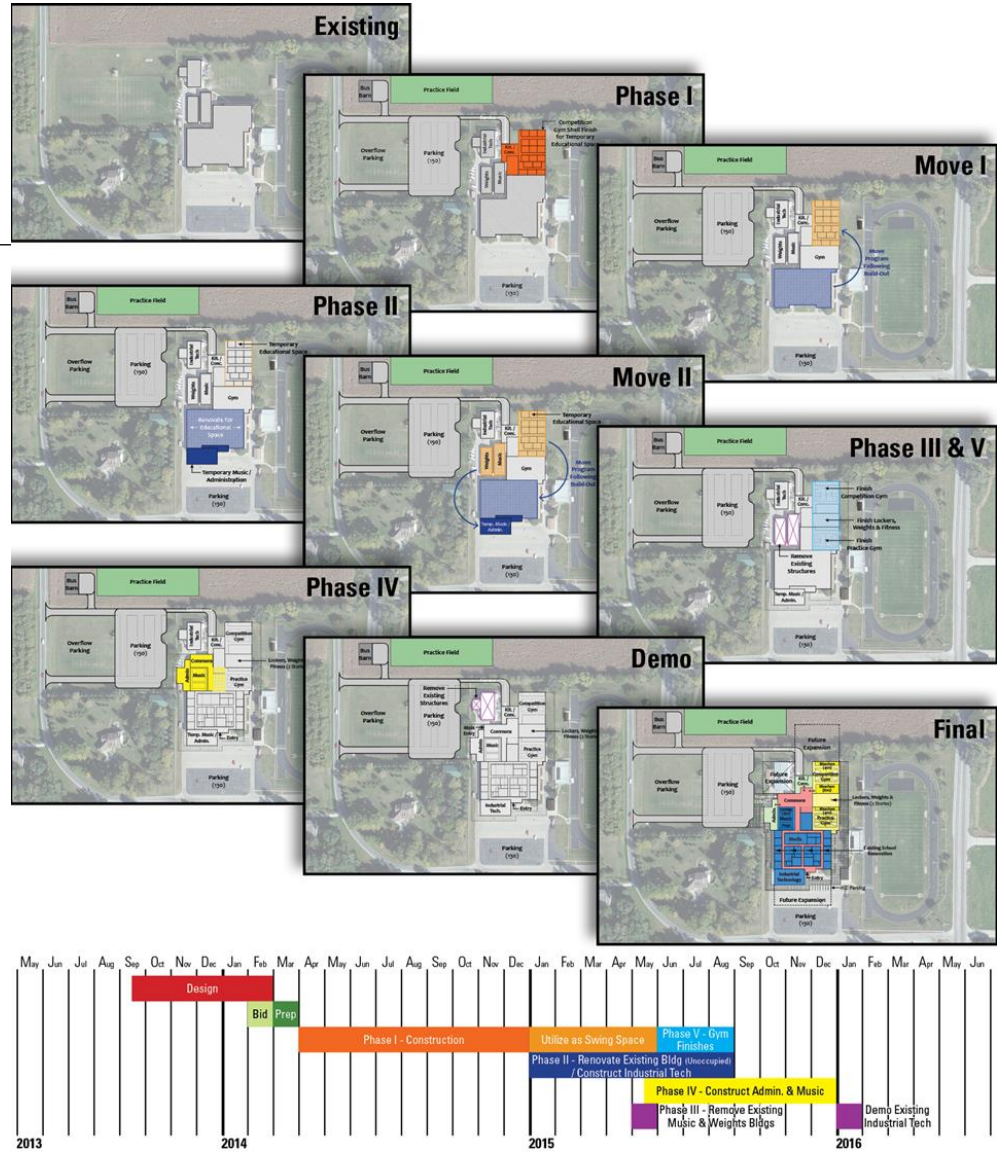
3% UNDER GMP Average

Challenge 2: Minimizing Disruption

Safety & Separation

- Explore creative swing space options
- Collaborative, proactive planning approach

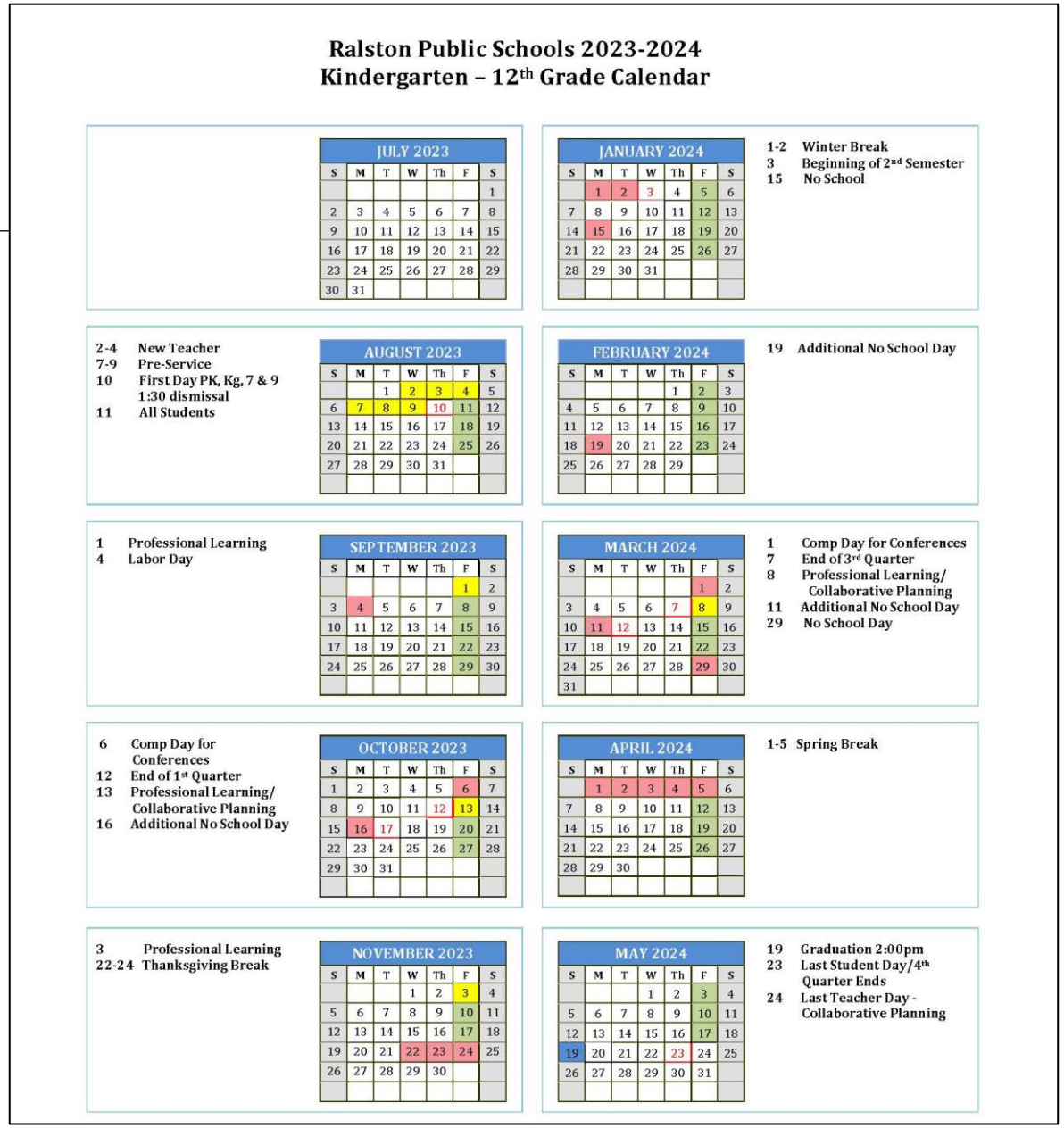




Challenge 2: Minimizing Disruption

Coordination & Planning

- Thorough & consistent communication
- Coordination with school & activity calendars



Ralston Public Schools 2023-2024
Kindergarten – 12th Grade Calendar

JULY 2023

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					

AUGUST 2023

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		

2-4 New Teacher
7-9 Pre-Service
10 First Day PK, Kg, 7 & 9 1:30 dismissal
11 All Students

SEPTEMBER 2023

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 Professional Learning
4 Labor Day

OCTOBER 2023

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				

6 Comp Day for Conferences
12 End of 1st Quarter
13 Professional Learning/ Collaborative Planning
16 Additional No School Day

NOVEMBER 2023

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		

3 Professional Learning
22-24 Thanksgiving Break

JANUARY 2024

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			

1-2 Winter Break
3 Beginning of 2nd Semester
15 No School

FEBRUARY 2024

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		

19 Additional No School Day

MARCH 2024

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 Comp Day for Conferences
7 End of 3rd Quarter
8 Professional Learning/ Collaborative Planning
11 Additional No School Day
29 No School Day

APRIL 2024

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				

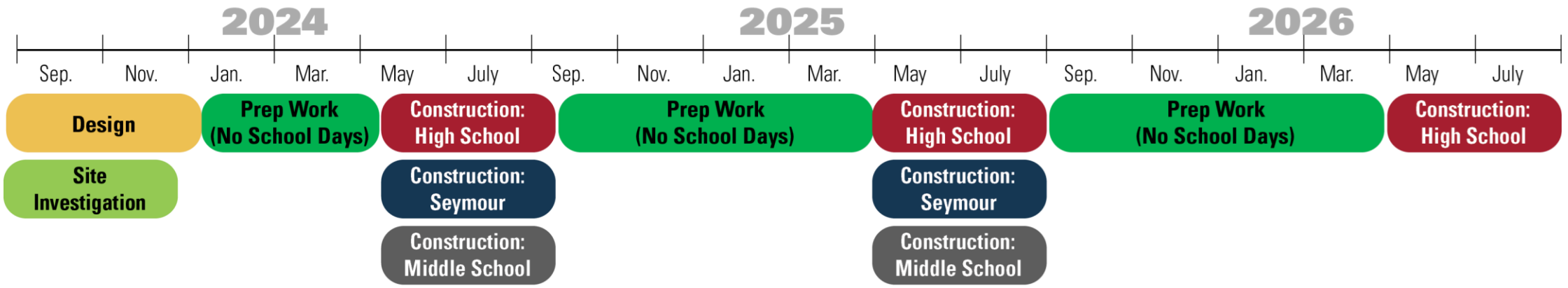
1-5 Spring Break

MAY 2024

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	

19 Graduation 2:00pm
23 Last Student Day/4th Quarter Ends
24 Last Teacher Day - Collaborative Planning

Challenge 3: Schedule



All buildings occupied during school year

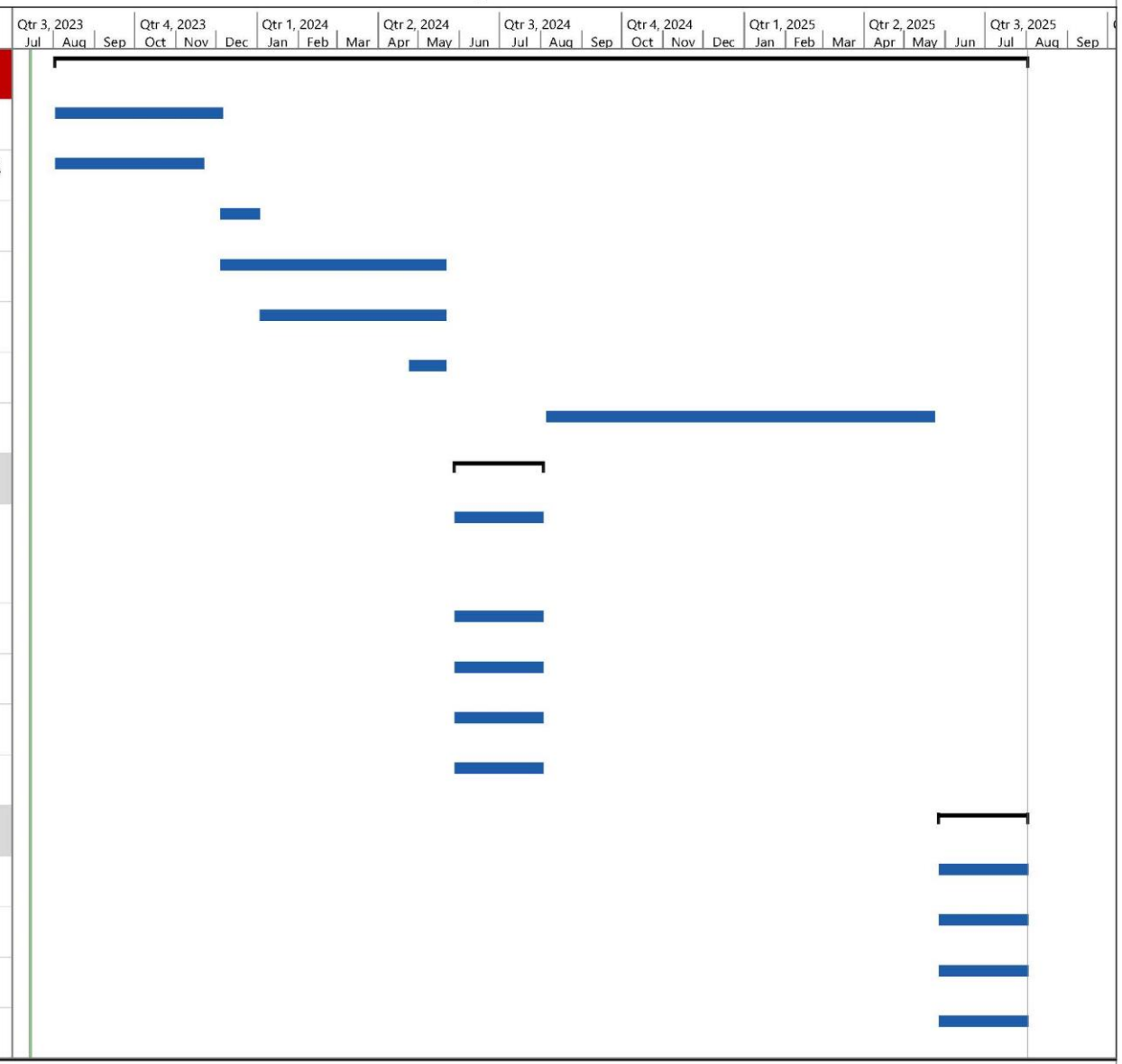
Ralston High School

ID	Task Name	Duration	Start	Finish
1	**Ralston High School**	**769 days**	**Wed 8/2/23**	**Fri 7/31/26**
2	Design	90 days	Wed 8/2/23	Tue 12/5/23
3	Investigation	80 days	Wed 8/2/23	Tue 11/21/23
4	Bidding	20 days	Wed 12/6/23	Thu 1/4/24
5	Prep Work (No School Days)	120 days	Wed 12/6/23	Thu 5/23/24
6	Procurement	100 days	Fri 1/5/24	Thu 5/23/24
7	Prep Work (No School Days)	206 days	Mon 8/5/24	Fri 5/23/25
8	Prep Work (No School Days)	208 days	Mon 8/4/25	Fri 5/22/26
9	**Summer 2024**	**48 days**	**Tue 5/28/24**	**Fri 8/2/24**
10	New Family and Consumer Science	48 days	Tue 5/28/24	Fri 8/2/24
11	Media Center Renovation	48 days	Tue 5/28/24	Fri 8/2/24
12	Lighting, HVAC, & Ceilings	48 days	Tue 5/28/24	Fri 8/2/24
13	1/3 of Paving	48 days	Tue 5/28/24	Fri 8/2/24
14	**Summer 2025**	**48 days**	**Tue 5/27/25**	**Fri 8/1/25**
15	New Tiny Rams Space/Entrance	48 days	Tue 5/27/25	Fri 8/1/25
16	Lighting, HVAC, & Ceilings	48 days	Tue 5/27/25	Fri 8/1/25
17	Painting	48 days	Tue 5/27/25	Fri 8/1/25
18	1/3 of Paving	48 days	Tue 5/27/25	Fri 8/1/25
19	**Summer 2026**	**48 days**	**Tue 5/26/26**	**Fri 7/31/26**
20	Specialties/Finishes	48 days	Tue 5/26/26	Fri 7/31/26
21	Flooring	48 days	Tue 5/26/26	Fri 7/31/26
22	1/3 of Paving	48 days	Tue 5/26/26	Fri 7/31/26



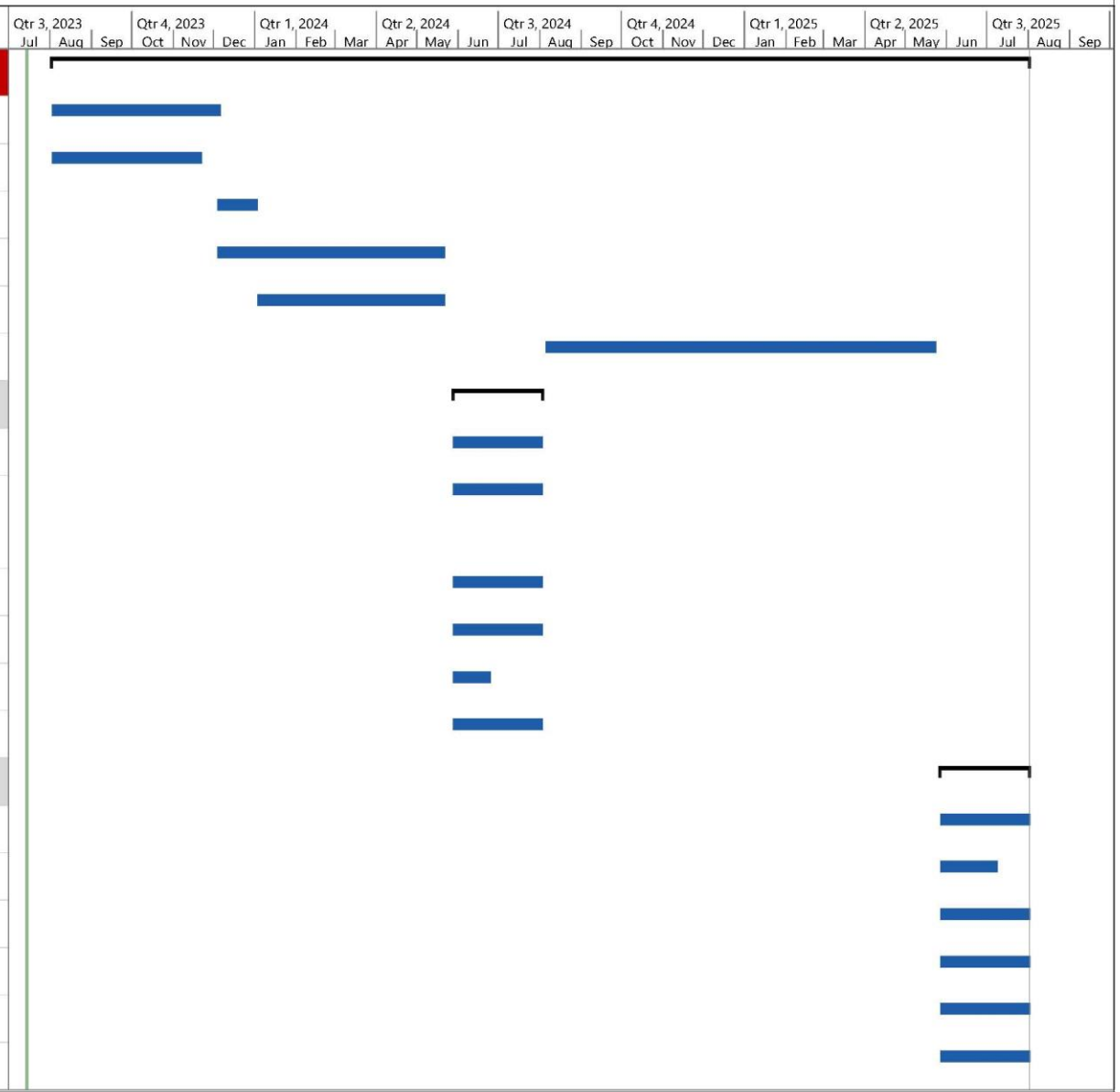
Seymour Elementary

ID	Task Name	Duration	Start	Finish
1	**Seymour Elementary**	**513 days**	**Wed 8/2/23**	**Fri 8/1/25**
2	Design	90 days	Wed 8/2/23	Tue 12/5/23
3	Investigation	80 days	Wed 8/2/23	Tue 11/21/23
4	Bidding	20 days	Mon 12/4/23	Tue 1/2/24
5	Prep Work (No School Days)	120 days	Mon 12/4/23	Tue 5/21/24
6	Procurement	100 days	Wed 1/3/24	Tue 5/21/24
7	Fire Sprinkler Utility Work	20 days	Wed 4/24/24	Tue 5/21/24
8	Prep Work (No School Days)	206 days	Mon 8/5/24	Fri 5/23/25
9	**Summer 2024**	**48 days**	**Tue 5/28/24**	**Fri 8/2/24**
10	Admin and Classroom Renovations	48 days	Tue 5/28/24	Fri 8/2/24
11	Fire Sprinkler	48 days	Tue 5/28/24	Fri 8/2/24
12	Cameras	48 days	Tue 5/28/24	Fri 8/2/24
13	Window Replacement	48 days	Tue 5/28/24	Fri 8/2/24
14	Sidewalk	48 days	Tue 5/28/24	Fri 8/2/24
15	**Summer 2025**	**48 days**	**Tue 5/27/25**	**Fri 8/1/25**
16	Lighting & Ceilings	48 days	Tue 5/27/25	Fri 8/1/25
17	Owner Technology	48 days	Tue 5/27/25	Fri 8/1/25
18	Painting	48 days	Tue 5/27/25	Fri 8/1/25
19	Flooring	48 days	Tue 5/27/25	Fri 8/1/25



Ralston Middle School

ID	Task Name	Duration	Start	Finish
1	**Ralston Middle School**	**513 days**	**Wed 8/2/23**	**Fri 8/1/25**
2	Design	90 days	Wed 8/2/23	Tue 12/5/23
3	Investigation	80 days	Wed 8/2/23	Tue 11/21/23
4	Bidding	20 days	Mon 12/4/23	Tue 1/2/24
5	Prep Work (No School Days)	120 days	Mon 12/4/23	Tue 5/21/24
6	Procurement	100 days	Wed 1/3/24	Tue 5/21/24
7	Prep Work (No School Days)	206 days	Mon 8/5/24	Fri 5/23/25
8	**Summer 2024**	**48 days**	**Tue 5/28/24**	**Fri 8/2/24**
9	1/2 of Paving/Sidewalk	48 days	Tue 5/28/24	Fri 8/2/24
10	Main Office/Vestibule Renovations	48 days	Tue 5/28/24	Fri 8/2/24
11	Lighting	48 days	Tue 5/28/24	Fri 8/2/24
12	Roofing	48 days	Tue 5/28/24	Fri 8/2/24
13	Replace TackWall	20 days	Tue 5/28/24	Mon 6/24/24
14	Casework	48 days	Tue 5/28/24	Fri 8/2/24
15	**Summer 2025**	**48 days**	**Tue 5/27/25**	**Fri 8/1/25**
16	1/2 of Paving/Sidewalk	48 days	Tue 5/27/25	Fri 8/1/25
17	Lighting	30 days	Tue 5/27/25	Tue 7/8/25
18	Ceilings	48 days	Tue 5/27/25	Fri 8/1/25
19	Owner Technology	48 days	Tue 5/27/25	Fri 8/1/25
20	Painting	48 days	Tue 5/27/25	Fri 8/1/25
21	Flooring	48 days	Tue 5/27/25	Fri 8/1/25



Challenge 3: Schedule

How We'll Do It:

1. Investigation to solve problems ahead of construction
2. Prep work during breaks/no school days
3. Material and equipment procurement and storage
4. Communication
5. Subcontractor management/expectations/schedule involvement
6. Adaptability

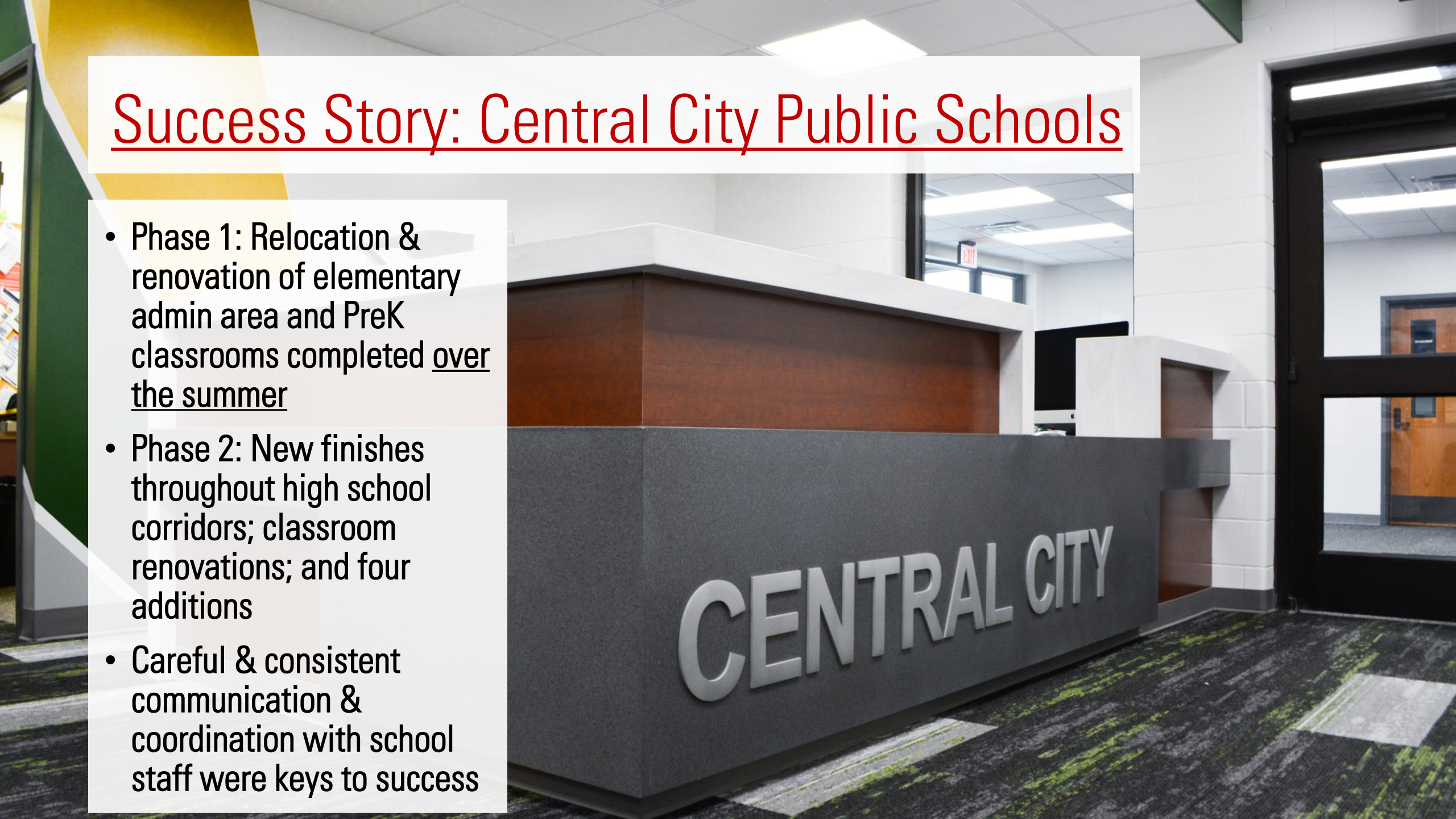
Success Story: DC West Community Schools



- Multiple campuses
- All-new fire sprinkler system
- Completed in one summer
- Great teamwork & success with BCDM architects

Success Story: Central City Public Schools

- Phase 1: Relocation & renovation of elementary admin area and PreK classrooms completed over the summer
- Phase 2: New finishes throughout high school corridors; classroom renovations; and four additions
- Careful & consistent communication & coordination with school staff were keys to success



Success Story: Omaha Public Schools



- Multiple campuses
- All new HVAC; new windows, new flooring/paint/casework
- Completed Catlin during a summer —3 months ahead of schedule
- 15% of subcontract awards to women- & minority-owned contractors

Boyd Jones

Q&A

Question and Answer

Complex, Multi-Site PreK-12 Experts Collaborative Solutions Providers Schedule & Budget Efficiency

RALSTON PUBLIC SCHOOLS

2023 Bond Phase 2 Projects

WEITZ



AGENDA

1. TEAM INTRODUCTIONS
2. PROOF OF PERFORMANCE
3. STUDENT & STAFF ENGAGEMENT
4. PHASE 2 PROJECT APPROACH
5. Q&A

WEITZ

BCDM architects



WEITZ TEAM





Brian Mahlendorf
VP / GM



Jason Crosier
Project Manager



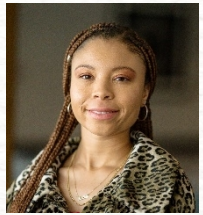
Kristin Larsen
Project Manager



Rudy Mettler
Superintendent



Sean Hanrahan
Chief Estimator



Kei'lah Sadler
Project Engineer

BENEFIT TO RALSTON PUBLIC SCHOOLS:
This Team has School Addition & Renovation Experience & Has Worked with Ralston

WEITZ

BCDM architects

PROOF OF PERFORMANCE
PHASE 1 GMP



- Early GMP Saved on Inflation
- Three Schools Currently Under Construction
- Efficiently Run Meetings
- Partnership

ACCEPTED SAVINGS THROUGH VA

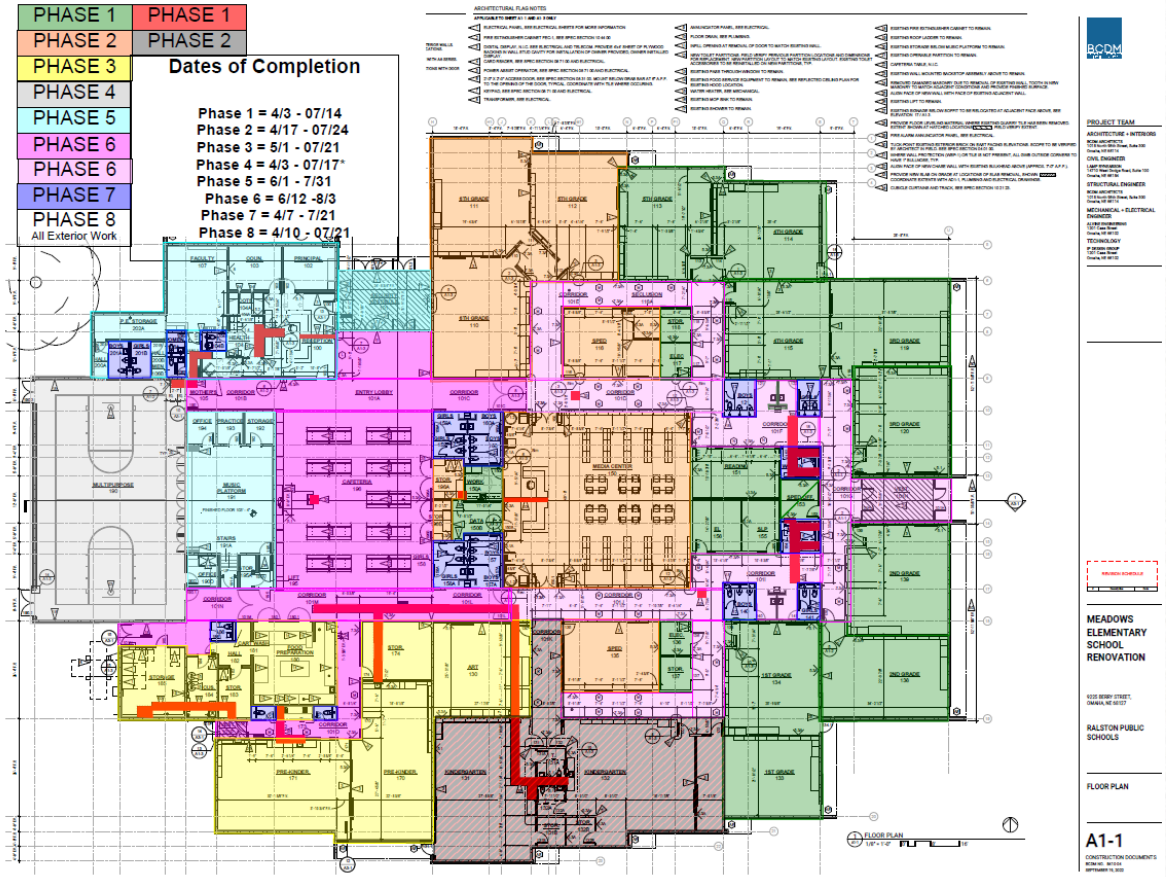
$ 5,574,109

WEITZ BCDM architects

PROOF OF PERFORMANCE - MEADOWS

Solutions

- Mechanical Equipment
- Electrical Gear
- Casework



RALSTON STUDENT & STAFF ENGAGEMENT

- Vehicle Day
- Sponsored Ralston Ram Power Teacher appreciation
- Student engagement for project updates and milestones
- Board member tours


Ralston Meadows Team


Vehicle Day


Mockingbird Beam Signing


Reading to Meadows Pre-K


Ralston Teacher Appreciation at Werner Park

STUDENT & STAFF ENGAGEMENT IDEAS







Engagement with other Districts

- Mentoring (ACE like at OPS)
- Internships
- Metro Community College Site Tours
- Career Fairs

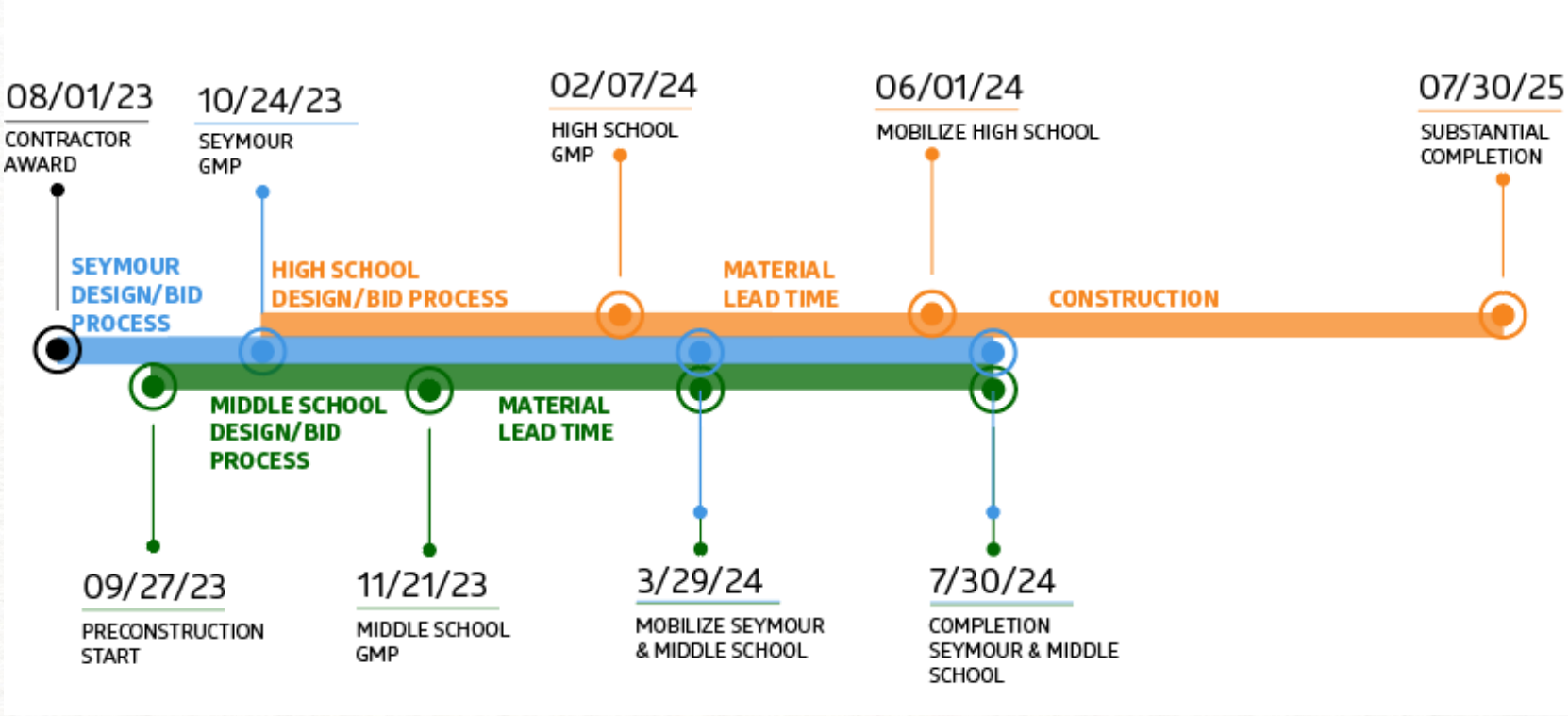
Ideas for Ralston Blueprint Program

4 Hours/Month of Industry Experts

- Design Charette
- Class Tours
- Estimating
- Industry Speakers

WEITZ BCDM architects

SCHEDULE MATTERS FOR SCHOOLS



WEITZ

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Seymour
Site Logistics Plan

Key Considerations

+ Safety Separations
+ No Change to Drop-off/Pickup
+ Staff Parking
+ Playground Access/Basketball Court



WEITZ

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Additional Options

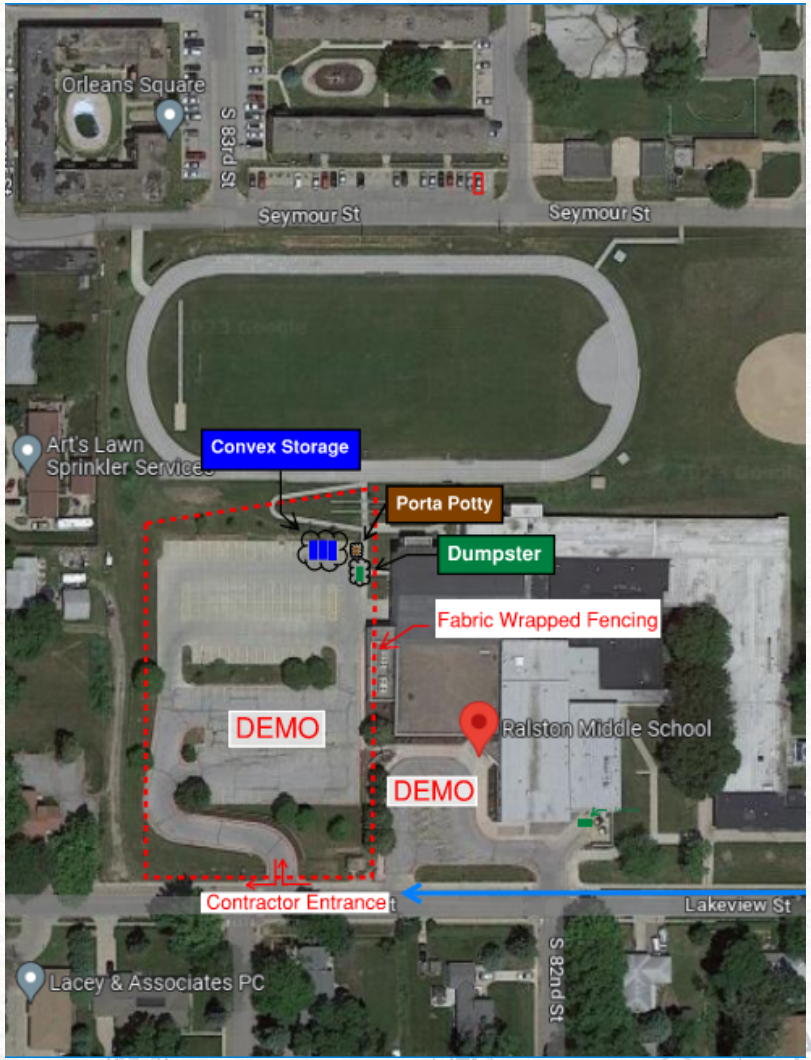




Middle School
Site Logistics Plan

Key Considerations

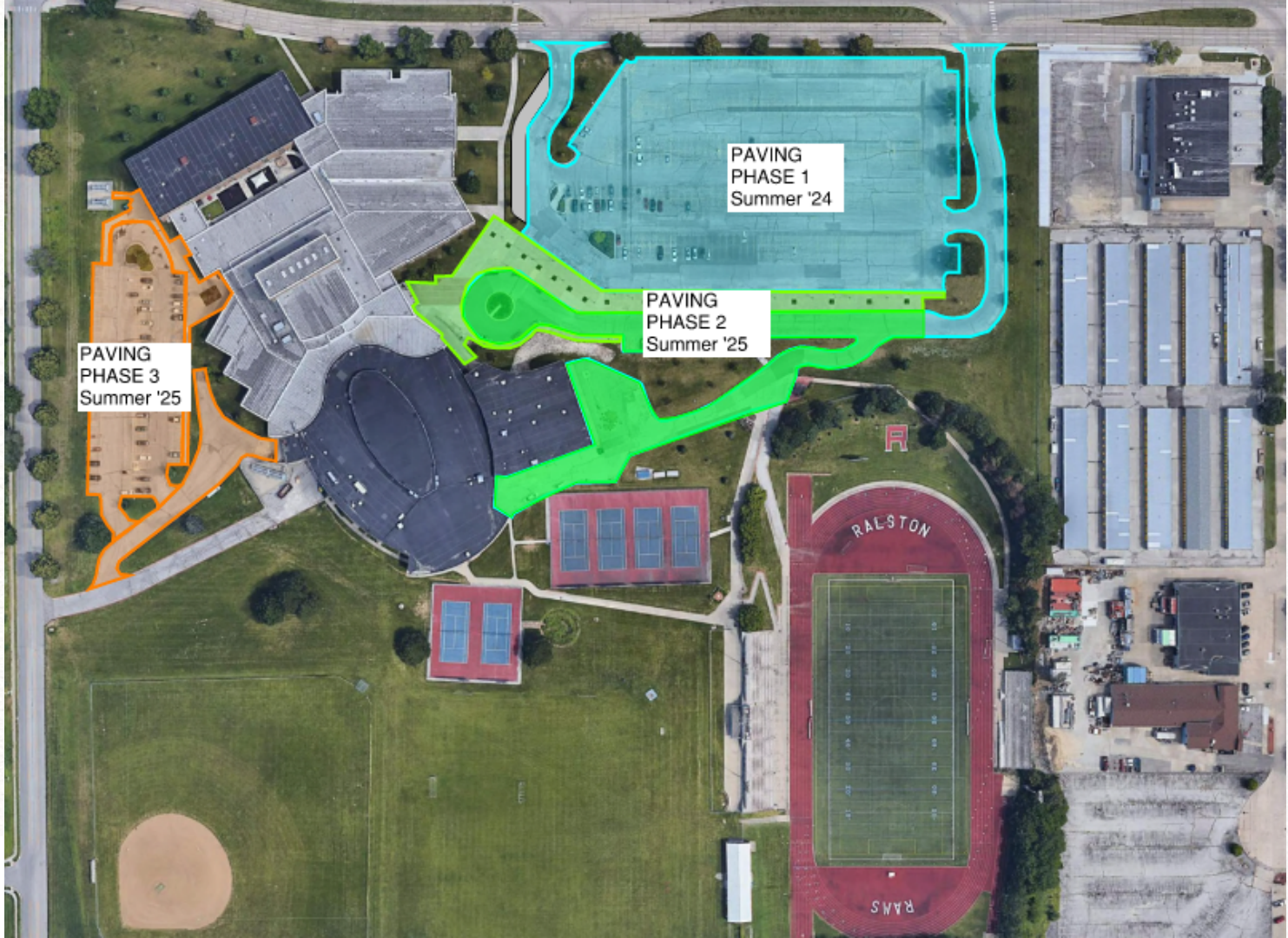
+ Safety Separations
+ No Change to Drop-off/Pickup
+ Staff Parking
+ Minimal Relocations



High School Site Logistics Plan

Key Considerations

+ Replace some Paving Summer ‘24



THANK YOU! QUESTIONS?





AIA® Document A133® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price

AGREEMENT made as of the day of in the year 2023
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

and the Construction Manager:
(Name, legal status, address, and other information)

TBD

for the following Project:
(Name, location, and detailed description)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

The Architect:
(Name, legal status, address, and other information)

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.
/
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6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

7 COST OF THE WORK FOR CONSTRUCTION PHASE

8 DISCOUNTS, REBATES, AND REFUNDS

9 SUBCONTRACTS AND OTHER AGREEMENTS

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15 SCOPE OF THE AGREEMENT

EXHIBIT A GUARANTEED MAXIMUM PRICE AMENDMENT
EXHIBIT B INSURANCE AND BONDS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project, as described in Section 4.1.1:
(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

§ 1.1.2 The Project's physical characteristics:
(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

§ 1.1.3 The Owner's budget for the Guaranteed Maximum Price, as defined in Article 6:
(Provide total and, if known, a line item breakdown.)

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§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

.2 Construction commencement date:

.3 Substantial Completion date or dates:

.4 Other milestone dates:

§ 1.1.5 The Owner's requirements for accelerated or fast-track scheduling, or phased construction, are set forth below:
(Identify any requirements for fast-track scheduling or phased construction.)

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E234–2019 is incorporated into this agreement, the Owner and Construction Manager shall incorporate the completed E234–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

§ 1.1.8 The Owner identifies the following representative in accordance with Section 4.2:
(List name, address, and other contact information.)

Jason Buckingham
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700
Jason_Buckingham@ralstonschools.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other contact information.)

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§ 1.1.10 The Owner shall retain the following consultants and contractors:
(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:
(List any other consultants retained by the Owner, such as a Project or Program Manager.)

§ 1.1.11 The Architect's representative:
(List name, address, and other contact information.)

Pat Carson, AIA
BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
pcarson@bcdm.net

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Article 3:
(List name, address, and other contact information.)

TBD

§ 1.1.13 The Owner's requirements for the Construction Manager's staffing plan for Preconstruction Services, as required under Section 3.1.9:
(List any Owner-specific requirements to be included in the staffing plan.)

§ 1.1.14 The Owner's requirements for subcontractor procurement for the performance of the Work:
(List any Owner-specific requirements for subcontractor procurement.)

Competitive bidding.

§ 1.1.15 Other Initial Information on which this Agreement is based:

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The

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§ 1.3 Neither the Owner's nor the Construction Manager's representative shall be changed without ten days' prior notice to the other party.

ARTICLE 2 GENERAL PROVISIONS

§ 2.1 The Contract Documents

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

§ 2.2 Relationship of the Parties

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

§ 2.3 General Conditions

§ 2.3.1 For the Preconstruction Phase, AIA Document A201™–2017, General Conditions of the Contract for Construction, shall apply as follows: Section 1.5, Ownership and Use of Documents; Section 1.7, Digital Data Use and Transmission; Section 1.8, Building Information Model Use and Reliance; Section 2.2.4, Confidential Information; Section 3.12.10, Professional Services; Section 10.3, Hazardous Materials; Section 13.1, Governing Law. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

§ 2.3.2 For the Construction Phase, the general conditions of the contract shall be as set forth in A201–2017, which document is incorporated herein by reference. The term "Contractor" as used in A201–2017 shall mean the Construction Manager.

ARTICLE 3 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager's Preconstruction Phase responsibilities are set forth in Sections 3.1 and 3.2, and in the applicable provisions of A201-2017 referenced in Section 2.3.1. The Construction Manager's Construction Phase responsibilities are set forth in Section 3.3. The Owner and Construction Manager may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

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§ 3.1 Preconstruction Phase

§ 3.1.1 Extent of Responsibility

The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

§ 3.1.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.1.3 Consultation

§ 3.1.3.1 The Construction Manager shall schedule and conduct meetings with the Architect and Owner to discuss such matters as procedures, progress, coordination, and scheduling of the Work.

§ 3.1.3.2 The Construction Manager shall advise the Owner and Architect on proposed site use and improvements, selection of materials, building systems, and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; prefabrication; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions. The Construction Manager shall consult with the Architect regarding professional services to be provided by the Construction Manager during the Construction Phase.

§ 3.1.3.3 The Construction Manager shall assist the Owner and Architect in establishing building information modeling and digital data protocols for the Project, using AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

§ 3.1.4 Project Schedule

When Project requirements in Section 4.1.1 have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project schedule for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities; and identify items that affect the Project's timely completion. The updated Project schedule shall include the following: submission of the Guaranteed Maximum Price proposal; components of the Work; times of commencement and completion required of each Subcontractor; ordering and delivery of products, including those that must be ordered in advance of construction; and the occupancy requirements of the Owner.

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User Notes: (1751857003)

§ 3.1.5 Phased Construction

The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

§ 3.1.6 Cost Estimates

§ 3.1.6.1 Based on the preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare, for the Architect's review and the Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume, or similar conceptual estimating techniques. If the Architect or Construction Manager suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems.

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

§ 3.1.6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

§ 3.1.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations regarding constructability and schedules, for the Architect's review and the Owner's approval.

§ 3.1.8 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding equipment, materials, services, and temporary Project facilities.

§ 3.1.9 The Construction Manager shall provide a staffing plan for Preconstruction Phase services for the Owner's review and approval.

§ 3.1.10 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 3.1.11 Subcontractors and Suppliers

§ 3.1.11.1 If the Owner has provided requirements for subcontractor procurement in section 1.1.14, the Construction Manager shall provide a subcontracting plan, addressing the Owner's requirements, for the Owner's review and approval.

§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

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§ 3.1.11.3 The processes described in Article 9 shall apply if bid packages will be issued during the Preconstruction Phase.

§ 3.1.12 Procurement

The Construction Manager shall prepare, for the Architect's review and the Owner's acceptance, a procurement schedule for items that must be ordered in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

§ 3.1.13 Compliance with Laws

The Construction Manager shall comply with applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to its performance under this Contract, and with equal employment opportunity programs, and other programs as may be required by governmental and quasi-governmental authorities.

§ 3.1.14 Other Preconstruction Services

Insert a description of any other Preconstruction Phase services to be provided by the Construction Manager, or reference an exhibit attached to this document

(Describe any other Preconstruction Phase services, such as providing cash flow projections, development of a project information management system, early selection or procurement of subcontractors, etc.)

§ 3.2 Guaranteed Maximum Price Proposal

§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the

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Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

§ 3.2.3 The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include the following:

.1 A list of the Drawings and Specifications, including all Addenda thereto, and the Conditions of the Contract;

.2 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal, including assumptions under Section 3.2.2;

.3 A statement of the proposed Guaranteed Maximum Price, including a statement of the estimated Cost of the Work organized by trade categories or systems, including allowances; the Construction Manager's contingency set forth in Section 3.2.4; and the Construction Manager's Fee;

.4 The anticipated date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based; and

.5 A date by which the Owner must accept the Guaranteed Maximum Price.

.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

.8 The Guaranteed Maximum Price proposal will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

§ 3.2.5 The Construction Manager shall meet with the Owner and Architect to review the Guaranteed Maximum Price proposal. In the event that the Owner or Architect discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

§ 3.2.7 The Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work prior to the execution of the Guaranteed Maximum Price Amendment, unless the Owner provides prior written authorization for such costs.

§ 3.2.8 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment. The Owner shall promptly furnish such revised Contract Documents to the Construction Manager. The Construction Manager shall notify the Owner

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and Architect of any inconsistencies between the agreed-upon assumptions and clarifications contained in the Guaranteed Maximum Price Amendment and the revised Contract Documents.

§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager from which the Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

§ 3.3 Construction Phase

§ 3.3.1 General

§ 3.3.1.1 For purposes of Section 8.1.2 of A201–2017, the date of commencement of the Work shall mean the date of commencement of the Construction Phase.

§ 3.3.1.2 The Construction Phase shall commence on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

§ 3.3.2 Administration

§ 3.3.2.1 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Construction Manager shall prepare and promptly distribute minutes of the meetings to the Owner and Architect.

§ 3.3.2.2 Upon the execution of the Guaranteed Maximum Price Amendment, the Construction Manager shall prepare and submit to the Owner and Architect a construction schedule for the Work and a submittal schedule in accordance with Section 3.10 of A201–2017.

§ 3.3.2.3 Monthly Report

The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information required by the Owner.

§ 3.3.2.4 Daily Logs

The Construction Manager shall keep, and make available to the Owner and Architect, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

§ 3.3.2.5 Cost Control

The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Architect, and shall provide this information in its monthly reports to the Owner and Architect, in accordance with Section 3.3.2.3 above.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 Information and Services Required of the Owner

§ 4.1.1 The Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment, systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

§ 4.1.2 Prior to the execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. After execution of the Guaranteed Maximum Price Amendment, the Construction Manager may request such information as set forth in A201-2017 Section 2.2.

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§ 4.1.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Article 7, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

§ 4.1.4.1 The Owner shall furnish tests, inspections, and reports, required by law and as otherwise agreed to by the parties, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.1.4.2 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.1.4.3 The Owner, when such services are requested, shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.1.5 During the Construction Phase, the Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services.

§ 4.1.6 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, attached to this Agreement.

§ 4.2 Owner's Designated Representative

The Owner shall identify a representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in Section 4.2.1 of A201–2017, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

(Paragraph deleted)

§ 4.3 Architect

The Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the Architect shall be available for inspection by the Construction Manager upon request.

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ARTICLE 5 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

§ 5.1 Compensation

§ 5.1.1 For the Construction Manager's Preconstruction Phase services described in Sections 3.1 and 3.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation and include a list of reimbursable cost items, as applicable.)

§ 5.1.2 The hourly billing rates for Preconstruction Phase services of the Construction Manager and the Construction Manager's Consultants and Subcontractors, if any, are set forth below.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Individual or Position	Rate

§ 5.1.2.1 Hourly billing rates for Preconstruction Phase services include all costs to be paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, and shall remain unchanged unless the parties execute a Modification.

§ 5.1.3 Intentionally deleted.

§ 5.2 Payments

§ 5.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed.

§ 5.2.2 Payments are due and payable thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner no later than the Wednesday preceding the second Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate
(Paragraphs deleted)
of twelve (12) percent per annum.

ARTICLE 6 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

§ 6.1 Contract Sum

§ 6.1.1 The Owner shall pay the Construction Manager the Contract Sum in current funds for the Construction Manager's performance of the Contract after execution of the Guaranteed Maximum Price Amendment. The Contract Sum is the Cost of the Work as defined in Article 7 plus the Construction Manager's Fee.

§ 6.1.2 The Construction Manager's Fee:
(State a lump sum, percentage of Cost of the Work or other provision for determining the Construction Manager's Fee.)

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data

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processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

§ 6.1.3 The method of adjustment of the Construction Manager's Fee for changes in the Work:

Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of _____ Percent (_____%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $_____.

§ 6.1.4 Limitations, if any, on a Subcontractor's overhead and profit for increases in the cost of its portion of the Work:

See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ninety percent (90%) of the standard rental rate paid at the place of the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment __ and incorporated herein by reference.

§ 6.1.6 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

See section 11.3 below.

§ 6.1.7 Other:
(Insert provisions for bonus, cost savings or other incentives, if any, that might result in a change to the Contract Sum.)

§ 6.2 Guaranteed Maximum Price

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

§ 6.3 Changes in the Work

§ 6.3.1 The Owner may, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions. The Owner shall issue such changes in writing. The Construction Manager may be entitled to an equitable adjustment in the Contract Time as a result of changes in the Work.

§ 6.3.1.1 The Architect may order minor changes in the Work as provided in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction.

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

(Paragraphs deleted)

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ARTICLE 7 COST OF THE WORK FOR CONSTRUCTION PHASE

§ 7.1 Costs to Be Reimbursed

§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

§ 7.1.2 Where, pursuant to the Contract Documents, any cost is subject to the Owner's prior approval, the Construction Manager shall obtain such approval in writing prior to incurring the cost.

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

§ 7.2 Labor Costs

§ 7.2.1 Wages or salaries of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's prior approval, at off-site workshops.

§ 7.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel when stationed at the site and performing Work, with the Owner's prior approval.

(Paragraphs deleted)

§ 7.3 Subcontract Costs

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

§ 7.4 Costs of Materials and Equipment Incorporated in the Completed Construction

§ 7.4.1 Costs, including transportation and storage at the site, of materials and equipment incorporated, or to be incorporated, in the completed construction.

§ 7.4.2 Costs of materials described in the preceding Section 7.4.1 in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the Owner's property at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager. Any amounts realized from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

§ 7.5 Costs of Other Materials and Equipment, Temporary Facilities and Related Items

§ 7.5.1 Costs of transportation, storage, installation, dismantling, maintenance, and removal of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site and fully consumed in the performance of the Work. Costs of materials, supplies, temporary facilities, machinery, equipment, and tools, that are not fully consumed, shall be based on the cost or value of the item at the time it is first used on the Project site less the value of the item when it is no longer used at the Project site. Costs for items not fully consumed by the Construction Manager shall mean fair market value.

§ 7.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by construction workers that are provided by the Construction Manager at the site, and the costs of transportation, installation, dismantling, minor repairs, and removal of such temporary facilities, machinery, equipment, and hand tools. Rates and quantities of equipment owned by the Construction Manager, or a related party as defined in Section 7.8, shall be subject to the Owner's prior approval. The total rental cost of any such equipment may not exceed the purchase price of any comparable item.

§ 7.5.3 Costs of removal of debris from the site of the Work and its proper and legal disposal.

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§ 7.5.4 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

(Paragraph deleted)

§ 7.6 Miscellaneous Costs

§ 7.6.1 Premiums for that portion of insurance and bonds required by the Contract Documents that can be directly attributed to this Contract.

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.

§ 7.6.3 Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 Intentionally deleted.

(Paragraph deleted)

§ 7.6.6 Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 Intentionally deleted.

(Paragraphs deleted)

§ 7.7 Other Costs and Emergencies

§ 7.7.1 Other costs incurred in the performance of the Work, with the Owner's prior approval.

§ 7.7.2 Costs incurred in taking action to prevent threatened damage, injury, or loss, in case of an emergency affecting the safety of persons and property, as provided in Article 10 of AIA Document A201–2017.

(Paragraph deleted)

§ 7.7.3 Intentionally deleted.

§ 7.7.4 The costs described in Sections 7.1 through 7.7 shall be included in the Cost of the Work, notwithstanding any provision of AIA Document A201–2017 or other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 7.9.

§ 7.8 Related Party Transactions

§ 7.8.1 For purposes of this Section 7.8, the term "related party" shall mean (1) a parent, subsidiary, affiliate, or other entity having common ownership of, or sharing common management with, the Construction Manager; (2) any entity in which any stockholder in, or management employee of, the Construction Manager holds an equity interest in excess of ten percent in the aggregate; (3) any entity which has the right to control the business or affairs of the Construction Manager; or (4) any person, or any member of the immediate family of any person, who has the right to control the business or affairs of the Construction Manager.

§ 7.8.2 If any of the costs to be reimbursed arise from a transaction between the Construction Manager and a related party, the Construction Manager shall notify the Owner of the specific nature of the contemplated transaction, including the identity of the related party and the anticipated cost to be incurred, before any such transaction is consummated or cost

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incurred. If the Owner, after such notification, authorizes the proposed transaction in writing, then the cost incurred shall be included as a cost to be reimbursed, and the Construction Manager shall procure the Work, equipment, goods, or service, from the related party, as a Subcontractor, according to the terms of Article 9. If the Owner fails to authorize the transaction in writing, the Construction Manager shall procure the Work, equipment, goods, or service from some person or entity other than a related party according to the terms of Article 9.

§ 7.9 Costs Not To Be Reimbursed

§ 7.9.1 The Cost of the Work shall not include the items listed below:

.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Section 7.2, or as may be provided in Article 14;

.2 Bonuses, profit sharing, incentive compensation, and any other discretionary payments, paid to anyone hired by the Construction Manager or paid to any Subcontractor or vendor, unless the Owner has provided prior approval;

.3 Expenses of the Construction Manager's principal office and offices other than the site office;

.4 Overhead and general expenses, except as may be expressly included in Sections 7.1 to 7.7;

.5 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work;

.6 Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

.7 Any cost not specifically and expressly described in Sections 7.1 to 7.7;

.8 Costs, other than costs included in Change Orders approved by the Owner, that would cause the Guaranteed Maximum Price to be exceeded; and

.9 Costs for services incurred during the Preconstruction Phase;

.10 Delay damages or claims; and

.11 Storage costs, unless with prior written Owner approval.

ARTICLE 8 DISCOUNTS, REBATES, AND REFUNDS

§ 8.1 The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

§ 8.2 Amounts that accrue to the Owner in accordance with the provisions of Section 8.1 shall be credited to the Owner as a deduction from the Cost of the Work.

ARTICLE 9 SUBCONTRACTS AND OTHER AGREEMENTS

§ 9.1 The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.

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§ 9.2 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement, and shall not be awarded on the basis of cost plus a fee without the Owner's prior written approval. If a subcontract is awarded on the basis of cost plus a fee, the Construction Manager shall provide in the subcontract for the Owner to receive the same audit rights with regard to the Subcontractor as the Owner receives with regard to the Construction Manager in Article 10.

ARTICLE 10 ACCOUNTING RECORDS

The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of five (5) years after final payment, or for such longer period as may be required by law.

ARTICLE 11 PAYMENTS FOR CONSTRUCTION PHASE SERVICES

§ 11.1 Progress Payments

§ 11.1.1 Based upon Applications for Payment submitted to the Architect by the Construction Manager, and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum, to the Construction Manager, as provided below and elsewhere in the Contract Documents.

§ 11.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 11.1.3 The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

§ 11.1.4 With each Application for Payment, the Construction Manager shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner or Architect to demonstrate that payments already made by the Construction Manager on account of the Cost of the Work equal or exceed progress payments already received by the Construction Manager, plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Construction Manager's Fee.

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

§ 11.1.5.1 The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. The schedule of values shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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§ 11.1.5.2 The allocation of the Guaranteed Maximum Price under this Section 11.1.5 shall not constitute a separate guaranteed maximum price for the Cost of the Work of each individual line item in the schedule of values.

§ 11.1.5.3 When the Construction Manager allocates costs from a contingency to another line item in the schedule of values, the Construction Manager shall submit supporting documentation to the Architect.

§ 11.1.6 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage obtained by dividing (a) the expense that has actually been incurred by the Construction Manager on account of that portion of the Work and for which the Construction Manager has made payment or intends to make payment prior to the next Application for Payment, by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

§ 11.1.7 In accordance with AIA Document A201–2017 and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 11.1.7.1 The amount of each progress payment shall first include:

.1 That portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the most recent schedule of values;

.2 That portion of the Guaranteed Maximum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction or, if approved in writing in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified and that Owner approves; and

.4 The Construction Manager's Fee, computed upon the Cost of the Work described in the preceding Sections 11.1.7.1.1 and 11.1.7.1.2 at the rate stated in Section 6.1.2 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum fee as the Cost of the Work included in Sections 11.1.7.1.1 and 11.1.7.1.2 bears to a reasonable estimate of the probable Cost of the Work upon its completion.

§ 11.1.7.2 The amount of each progress payment shall then be reduced by:

.1 The aggregate of any amounts previously paid by the Owner;

.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;

.3 Any amount for which the Construction Manager does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Construction Manager intends to pay;

.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017;

.5 The shortfall, if any, indicated by the Construction Manager in the documentation required by Section 11.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's auditors in such documentation; and

.6 Retainage withheld pursuant to Section 11.1.8.

§ 11.1.8 Retainage

§ 11.1.8.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

ten percent (10%)

§ 11.1.8.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

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§ 11.1.8.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 11.1.8.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modification.)

Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

§ 11.1.8.3 Except as set forth in this Section 11.1.8.3, upon Substantial Completion of the Work, the Construction Manager may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 11.1.8. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage, such as upon completion of the Owner's audit and reconciliation, upon Substantial Completion.)

(Paragraph deleted)
§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

(Paragraph deleted)
§ 11.2 Final Payment
§ 11.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Construction Manager when

.1 the Construction Manager has fully performed the Contract, including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

.2 the Construction Manager has submitted a final accounting for the Cost of the Work and a final Application for Payment; and

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.3 a final Certificate for Payment has been issued by the Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

§ 11.2.2 Within 30 days of the Owner's receipt of the Construction Manager's final accounting for the Cost of the Work, the Owner shall conduct an audit of the Cost of the Work or notify the Architect that it will not conduct an audit.

§ 11.2.2.1 If the Owner conducts an audit of the Cost of the Work, the Owner shall, within 10 days after completion of the audit, submit a written report based upon the auditors' findings to the Architect.

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after approval from the Owner's Board of Education.

(Paragraph deleted)

§ 11.3 Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Thousand Dollars ($5,000.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Timely Final Completion is an essential condition of this Agreement, Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by

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the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of Five Thousand Dollars ($5,000.00) per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 11.4 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

twelve percent (12%) per annum

ARTICLE 12 DISPUTE RESOLUTION

§ 12.1 The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.

(Paragraphs deleted)

§ 12.2

(Paragraphs deleted)

Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

(Paragraphs deleted)

§ 12.3 The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

ARTICLE 13 TERMINATION OR SUSPENSION

§ 13.1 Termination Prior to Execution of the Guaranteed Maximum Price Amendment

§ 13.1.1 If the Owner and the Construction Manager do not reach an agreement on the Guaranteed Maximum Price, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner.

§ 13.1.2 In the event of termination of this Agreement pursuant to Section 13.1.1, the Construction Manager shall be compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination, in accordance with the terms of this Agreement. In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.3 Prior to the execution of the Guaranteed Maximum Price Amendment, the Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause, and the Construction Manager may terminate this Agreement, upon not less than seven days' written notice to the Owner, for the reasons set forth in Article 14 of A201–2017.

§ 13.1.4 In the event of termination of this Agreement pursuant to Section 13.1.3, the Construction Manager shall be equitably compensated for Preconstruction Phase services and Work performed prior to receipt of a notice of termination.

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In no event shall the Construction Manager's compensation under this Section exceed the compensation set forth in Section 5.1.

§ 13.1.5 If the Owner terminates the Contract pursuant to Section 13.1.3 after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 13.1.4:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to the Architect's estimate of the probable Cost of the Work upon its completion; and

.3 Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

§ 13.1.6 The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.1.5.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders. All Subcontracts, purchase orders and rental agreements entered into by the Construction Manager will contain provisions allowing for assignment to the Owner as described above.

§ 13.1.6.1 If the Owner accepts assignment of subcontracts, purchase orders or rental agreements as described above, the Owner will reimburse or indemnify the Construction Manager for all costs arising under the subcontract, purchase order or rental agreement, if those costs would have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner chooses not to accept assignment of any subcontract, purchase order or rental agreement that would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager will terminate the subcontract, purchase order or rental agreement and the Owner will pay the Construction Manager the costs necessarily incurred by the Construction Manager because of such termination.

§ 13.2 Termination or Suspension Following Execution of the Guaranteed Maximum Price Amendment

§ 13.2.1 Termination

The Contract may be terminated by the Owner or the Construction Manager as provided in Article 14 of AIA Document A201–2017.

§ 13.2.2 Termination by the Owner for Cause

§ 13.2.2.1 If the Owner terminates the Contract for cause as provided in Article 14 of AIA Document A201–2017, the amount, if any, to be paid to the Construction Manager under Article 14 of AIA Document A201–2017 shall not cause the Guaranteed Maximum Price to be exceeded, nor shall it exceed an amount calculated as follows:

.1 Take the Cost of the Work incurred by the Construction Manager to the date of termination;

.2 Add the Construction Manager's Fee, computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager' Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion;

.3 Subtract the aggregate of previous payments made by the Owner; and

.4 Subtract the costs and damages incurred, or to be incurred, by the Owner under Article 14 of AIA Document A201–2017.

§ 13.2.2.2 The Owner shall also pay the Construction Manager compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts

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and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

§ 13.2.3 Termination by the Owner for Convenience

If the Owner terminates the Contract for convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Construction Manager a termination fee as follows:

(Insert the amount of or method for determining the fee, if any, payable to the Construction Manager following a termination for the Owner's convenience.)

Zero Dollars ($0.00)

§ 13.3 Suspension

The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017; in such case, the Guaranteed Maximum Price and Contract Time shall be increased as provided in Article 14 of AIA Document A201–2017, except that the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 6.1 and 6.3.5 of this Agreement.

ARTICLE 14 MISCELLANEOUS PROVISIONS

§ 14.1 Terms in this Agreement shall have the same meaning as those in A201–2017. Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 14.2 Successors and Assigns

§ 14.2.1 The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 14.2.2 of this Agreement, and in Section 13.2.2 of A201–2017, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 14.2.2 The Owner may, without consent of the Construction Manager, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Construction Manager shall execute all consents reasonably required to facilitate the assignment.

§ 14.3 Insurance and Bonds

For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

(Paragraphs deleted)
(Table deleted)
(Paragraphs deleted)

§ 14.4 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 14.5 Governing Law

Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards

The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any

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additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

§ 14.7 Payment of Unemployment Compensation

The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 14.10 Indemnification

§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach.

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The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

ARTICLE 15 SCOPE OF THE AGREEMENT

§ 15.1 This Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both the Owner and the Construction Manager.

§ 15.2 The following documents comprise the Agreement:

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, as amended
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if executed, as amended
.3 AIA Document A133™–2019, Exhibit B, Insurance and Bonds, as amended
.4 AIA Document A201™–2017, General Conditions of the Contract for Construction, as amended
.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

.6 Other Exhibits:
(Check all boxes that apply.)
(Paragraphs deleted)

[ ] Supplementary and other Conditions of the Contract:

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Document	Title	Date	Pages

.7 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Construction Manager's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Superintendent Ralston Public Schools	TBD
(Printed name and title)	*(Printed name and title)*

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PAGE 1

AGREEMENT made as of the day of in the year 2023

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

...

TBD

...

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

~~The~~
The Architect:

...

BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
Attn: Pat Carson
pcarson@bcdm.net

PAGE 3

Jason Buckingham
Ralston Public Schools
8545 Park Drive
Ralston, Nebraska
(402) 331-4700

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Jason_Buckingham@ralstonschools.org
PAGE 4

Pat Carson, AIA
BCDM Architects
1015 N. 98th Street, Suite 300
Omaha, Nebraska 68114
(402) 391-2211
pcarson@bcdm.net

...

TBD

...

Competitive bidding.

...

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager ~~shall appropriately~~ may agree to adjust the Project schedule, the Construction Manager's services, and the Construction Manager's compensation. The ~~Owner shall adjust the Owner's budget for the Guaranteed Maximum Price and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.~~
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The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 3.2.3 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Architect and furnished by the Owner as described in Section 3.2.8. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. ~~If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern. An enumeration of the Contract Documents, other than a Modification, appears in Article 15.~~To the extent of any direct conflict or inconsistency between any of the Contract Documents, the Contractor shall immediately seek clarification from the Architect and notify the Owner that clarification has been requested. In the event that the Architect fails to clarify such discrepancy within a reasonable time under the circumstances, the Contractor shall proceed with the Work and give precedence to the Contract Documents in the following order of priority:

.1 Modifications issued after execution of the Agreement;
.2 Addenda or Riders issued prior to or in conjunction with the execution of the Agreement, with the Addenda or Riders bearing the latest date taking precedence;
.3 This Agreement;
.4 The supplementary conditions;
.5 The General Conditions of the Contract for Construction;
.6 The Drawings and Specifications; and
.7 The Schedule of Contractor's Qualifications, Clarifications, and Assumptions, if any.

...

The Construction Manager accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Construction Manager's reasonable skill

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and judgment in furthering the interests of the Owner to furnish efficient construction administration, management services, and supervision; to furnish at all times an adequate supply of workers and materials; to use the Construction Manager's best efforts; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish or approve, in a timely manner, information required by the Construction Manager and to make payments to the Construction Manager in accordance with the requirements of the Contract Documents.

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The Construction Manager shall exercise reasonable care in performing its Preconstruction Services. The Owner and Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of services and information furnished by the Construction Manager. The Construction ~~Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction~~ Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Architect and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Architect may require.

...

§ 3.1.3.4 During the Pre-Construction Phase, the Construction Manager shall review the Contract Documents to ascertain whether the components of the plumbing, electrical and mechanical systems may be constructed without interference with each other, or with the structural or architectural components of the Project, or with existing systems. In the event that conflicts between the systems are discovered, the Construction Manager shall promptly notify the Owner and Architect in writing.

§ 3.1.3.5 Notwithstanding any provision of the General Conditions of the Contract for Construction to the contrary, the Construction Manager shall not be entitled to additional compensation for any delay or disruption to the Work arising from any conflict between the mechanical, electrical, and plumbing systems with each other, or with the structural or architectural components of the Work, or with existing systems, if such conflicts should have been discovered during the Construction Documents Phase by the Construction Manager through the exercise of reasonable diligence, and the Owner and Architect were not informed of such conflicts as required by subparagraph 3.1.3.4. This provision shall apply only with respect to conflicts appearing in the Drawings and Specifications provided for the Construction Manager's review prior to proposal of a Guaranteed Maximum Price.

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The Construction Manager, in consultation with the Architect, shall provide recommendations to the Owner and Architect with regard to accelerated or fast-track scheduling, procurement, and sequencing for phased construction. The Construction Manager shall take into consideration cost reductions, cost information, constructability, provisions for temporary facilities, and procurement and construction scheduling issues.

...

§ 3.1.6.2 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for the further development of the design, price escalation, and market conditions, until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of the Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action. In the event that costs to redesign the work are incurred after the GMP is set, then the Construction Manager shall be responsive for the costs of such redesign services.

...

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§ 3.1.11.2 The Construction Manager shall develop bidders' interest in the ~~Project.~~Project and furnish to the Owner, the Owner's Representative, and the Architect for their information a list of possible subcontractors, including suppliers who are to furnish materials or equipment fabricated to a special design, from whom proposals will be requested for each principal portion of the Work. The Owner and Architect will promptly reply in writing to the Construction Manager if the Owner or Architect knows of any objection to such subcontractor or supplier. The receipt of such list shall not require the Owner or Architect to investigate the qualifications of proposed subcontractors or suppliers, nor shall it waive the right of the Owner or Architect to object to or reject any proposed subcontractor or supplier. The Construction Manager shall not contract with any subcontractor or supplier that the Owner or the Architect has so objected. Section 9.1.1 below addresses the circumstances in which the Owner requires the Construction Manager to accept a proposal other than the subcontractor proposal recommended by the Construction Manager.

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§ 3.2.1 At a time to be mutually agreed upon by the Owner and the Construction Manager, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's and Architect's review, and the Owner's acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, the Construction Manager's contingency described in Section 3.2.4, and the Construction Manager's Fee described in Section 6.1.2. If any Guaranteed Maximum Price proposal submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Architect for cost reductions, including but not limited to, substitution of materials or revisions or alterations to the Construction Documents, to bring the Project within the Owner's budget, but shall not delete necessary components of the Project without Owner's consent. In the event that the quality or scope identified in the proposal are unacceptable or exceed the Owner's identified budget, the Construction Manager shall work with the Architect to develop options that are acceptable to Owner, are within the Owner's budget, and meet the Owner's requirements for dates of Substantial Completion and Final Completion. The Construction Manager may propose separate Guaranteed Maximum Prices for separate Works within the Project, as schedules and efficiencies dictate. The Construction Manager will work with the Architect to achieve a Guaranteed Maximum Price that is fully acceptable to Owner and is within the Owner's budget for the Work and for the Project.

§ 3.2.2 ~~To the extent that the Contract Documents are anticipated to require further development, the Guaranteed Maximum Price includes the costs attributable to such further development consistent with the Contract Documents and reasonably inferable therefrom. Such further development does not include changes in scope, systems, kinds and quality of materials, finishes, or equipment, all of which, if required, shall be incorporated by Change Order.~~The Guaranteed Maximum Price will contain a separately-identified contingency amount (the "Construction Manager's Contingency"). The Construction Manager's Contingency is not allocated to any particular item of the Cost of the Work and is established for the Construction Manager's use as may be required for costs incurred in the Work from foreseeable causes, or details which should have been anticipated by the Construction Manager at the time of the Owner's approval of the Guaranteed Maximum Price. Such foreseeable causes or anticipated details include, but are not limited to, refinement of details of design within the scope of standard, quality and quantities which are reasonably inferable from the Guaranteed Maximum Price documents, the correction of minor defects not relating to design, delays in receipt of materials, and additional costs relating to Subcontractor defaults not reimbursed by the Subcontractor's bonding company. The Construction Manager, with Owner's representative's written approval, may utilize the Construction Manager's Contingency for any of the above items within the Cost of the Work without the necessity of a Change Order, without constituting a Change in the Scope of the Work, and without resulting in any change in the Guaranteed Maximum Price. Any foreseeable causes or anticipated details which exceed the Construction Manager's Contingency shall be borne by the Construction Manager at the Construction Manager's sole risk. All savings will accrue and be available for use, only as detailed above, by the Construction Manager until the Construction Manager's final accounting. In the final accounting, all supporting documentation for all uses of the Construction Manager's Contingency shall be provided to Owner. Upon final accounting, all remaining monies in the Construction Manager's Contingency shall accrue to the Owner. The Guaranteed Maximum Price shall also include a separately-identified contingency amount, an "Owner's Contingency," which is defined as a contingency fund within the Guaranteed Maximum Price established by the Owner for the Owner's exclusive use. Monies from Owner's Contingency may be spent in the discretion of Owner's Representative. Any unused Owner's contingency shall accrue to the Owner. If Construction Manager fails to include a specific line item for Owner's contingency in the Guaranteed Maximum Price, then the contingency amount shall be split in half: 50% shall be the Construction Manager's Contingency and 50% shall be Owner's Contingency.

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.6 Detailed construction schedule.

.7 The Date of Final Completion upon which the proposed Guaranteed maximum Price is based, which date shall be acceptable to Owner.

.8 The Guaranteed Maximum Price proposal will not depend upon the terms of any subcontract or material supply contract between the Construction Manager and its subcontractors or materials suppliers, or between each of them (at any tier). Irrespective of the terms of any agreement between the Construction Manager and any of its subcontractors or material suppliers, the Owner will not compensate the Construction Manager in excess of the sum stated in the Guaranteed Maximum Price proposal, subject to additions and subtractions as provided in the Contract Documents.

§ 3.2.4 In preparing the Construction Manager's Guaranteed Maximum Price proposal, the ~~Construction Manager shall include a contingency~~ estimated Cost of the Work shall include the Construction Manager's Contingency, a sum established by the Construction Manager for the Construction Manager's exclusive use to cover ~~those costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order.~~costs arising under Section 3.2.2, and the Owner's Contingency, a sum established by the Owner for the Owner's exclusive use, to cover costs, per Section 3.2.2.

...

§ 3.2.6 The Owner shall be allowed not less than thirty days after receipt to review and take action on the Construction Manager's Guaranteed Maximum Price. If the Owner notifies the Construction Manager that the Owner has accepted the Guaranteed Maximum Price proposal in writing before the date specified in the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price proposal shall be deemed effective without further acceptance from the Construction Manager. Following acceptance of a Guaranteed Maximum Price, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment amending this Agreement, a copy of which the Owner shall provide to the Architect. The Guaranteed Maximum Price Amendment shall set forth the agreed upon Guaranteed Maximum Price with the information and assumptions upon which it is based. The date of commencement of the Work is the first business day after the Contractor's receipt of the written notice to proceed, as provided in Section 8.1.2 of AIA Document A201-2017, as amended.

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§ 3.2.9 The Construction Manager shall not include in the Guaranteed Maximum Price ~~all~~ any sales, consumer, use and similar taxes for the Work provided by the Construction Manager ~~that are legally enacted, whether or not yet effective, at the time the Guaranteed Maximum Price Amendment is executed.~~from which the Owner is exempt.

§ 3.2.10 The Construction Manager shall diligently prosecute and achieve Substantial and Final Completion of the Entire Work as provided in Exhibit A to AIA Document A133-2019.

...

§ 3.3.1.2 The Construction Phase shall commence ~~upon the Owner's execution of the Guaranteed Maximum Price Amendment or, prior to acceptance of the Guaranteed Maximum Price proposal, by written agreement of the parties. The written agreement shall set forth a description of the Work to be performed by the Construction Manager, and any insurance and bond requirements for Work performed prior to execution of the Guaranteed Maximum Price Amendment.~~on the first business day after the Contractor's receipt of the written notice to proceed, a provided in Section 8.1.2 of AIA Document A201-2017, as amended and shall constitute day zero ("0") of the stated Completion Time for Work under the GMP Amendment, Exhibit A.

...

§ 4.1.1 The ~~Owner shall provide information with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth~~ Owner, upon written request from the Construction Manager, shall provide to Construction Manager, or shall ask the Architect or other appropriate consultant to provide to Construction Manager, as soon as practically possible, such existing information in its possession or in the possession of the Architect or other consultant regarding the requirements of the Project, the Owner's objectives, constraints, and criteria, including ~~schedule,~~ space requirements and relationships, flexibility and ~~expandability, special equipment, systems, sustainability and site requirements.~~expandability requirements, special equipment,

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systems sustainability and site requirements, when such information is required in order for the Construction Manager to fulfill its responsibilities under this Agreement.

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§ 4.1.4 Structural and Environmental Tests, Surveys and Reports. During the Preconstruction Phase, the Owner shall furnish the following information or services with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Construction Manager's performance of the Work with reasonable promptness after receiving the Construction Manager's written request for such information or services. ~~The Construction Manager shall be entitled to rely on the accuracy of information and services furnished by the Owner but shall exercise proper precautions relating to the safe performance of~~ Such information shall be provided for information only and is not warranted or represented to show the conditions at the Project site accurately. Construction Manager may use the information at its own risk and shall use customary precaution relating to the performance of the Work. Notwithstanding the preceding sentences and the delivery of surveys or other documents and reports by Owner, Construction Manager shall perform all work in such a non-negligent manner so as to avoid damaging any utility lines, cables, pipes, or pipelines on the Property. Contractor shall be responsible for any damage done to such lines, cables, pipes and pipelines during the Work.

...

~~**§ 4.2.1 Legal Requirements.** The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.~~

The ~~Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B133™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Constructor Edition, including any additional services requested by the Construction Manager that are necessary for the Preconstruction and Construction Phase services under this Agreement. The Owner shall provide the Construction Manager with a copy of the scope of services in the executed~~ Construction Manager's services shall be provided in conjunction with the services of an Architect, which the Owner has retained. The terms of the agreement between the Owner and the ~~Architect, and any further modifications to the Architect's scope of services in the agreement.~~Architect shall be available for inspection by the Construction Manager upon request.

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§ 5.1.3 ~~If the Preconstruction Phase services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Construction Manager, the Construction Manager's compensation for Preconstruction Phase services shall be equitably adjusted.~~Intentionally deleted.

...

§ 5.2.2 Payments are due and payable ~~upon presentation of the Construction Manager's invoice. Amounts unpaid ( ) days after the invoice date~~ thirty (30) days following the Construction Manager's presentation to the Owner of an Application for Payment that is approved and signed by the Architect, provided that such Architect-approved Application for Payment is received by the Owner no later than the Wednesday preceding the second Monday of the month so as to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Architect-approved Application for Payment is timely received by the Owner shall bear interest at the rate ~~entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.~~

~~*(Insert rate of monthly or annual interest agreed upon.)*~~

~~% of~~ twelve (12) percent per annum.

...

provided, however, Construction Manager shall not be entitled to a fee on any Work that Construction Manager self-performs for the Project; and further provided that no Construction Manager fee shall be paid on the Construction Manager's Contingency or the Owner's Contingency until funds are allocated from those contingencies to the Cost of

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the Work. All charges, if any, for General Conditions shall be included in the Construction Manager's fee. No additional charges or reimbursement for any costs Construction Manager designates as General Conditions shall be allowed; all such General Conditions shall be included in the Construction Manager's fee. All reimbursement for profit; indirect costs; all telephone bills for all personnel; all facsimile charges; home office personnel and benefits assigned to the Project; home office overhead and expenses; home office personnel relocation; all home office accounting, audit, legal, and data processing fees and expenses; and all travel, meals and lodging shall be deemed to be included in the Construction Manager's fee.

Construction Manager's Fee for changes in the Work resulting in a net increase or decrease to the Cost of the Work shall be adjusted in an amount equal to the product of _____ Percent (_____%) multiplied by such net increase or decrease. By way of example and not limitation, if a change in the Work resulted in a net increase to the Cost of the Work in the amount of $100,000, then the Construction Manager's Fee would be increased in an amount of $_____.
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See the A201 General Conditions of the Contract, as amended.

§ 6.1.5 Rental rates for Construction Manager-owned equipment shall not exceed ~~percent (__%)~~ ninety percent (90%) of the standard rental rate paid at the place of ~~the Project.~~the Project and shall not exceed the rental fees shown in the Construction Manager's rental fee schedule attached hereto as Attachment __ and incorporated herein by reference.

...

See section 11.3 below.

...

The Construction Manager guarantees that the Contract Sum shall not exceed the Guaranteed Maximum Price set forth in the Guaranteed Maximum Price Amendment, subject to additions and deductions by Change Order as provided in the Contract Documents. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner. Should the Construction Manager complete the Project for less than the Guaranteed Maximum Price, the remaining funds shall be credited to the Owner as a deduction from the Guaranteed Maximum Price. Construction Manager shall also return to the Owner all unused funds from any Contingency account as a deduction from the Guaranteed Maximum Price. The Construction Manager shall not participate in any savings. All savings shall be credited to Owner.

...

§ 6.3.2 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment may be determined by any of the methods listed in Article 7 of AIA Document A201–2017, General Conditions of the Contract for Construction. Adjustments to the Guaranteed Maximum Price on account of Owner-approved changes in the Work subsequent to the execution of the Guaranteed Maximum Price Amendment shall be calculated in accordance with Article 7 of A201-2017, as amended; provided, however, that no adjustment to the Guaranteed Maximum Price shall become effective unless approved by the Owner's Representative. Adjustments to the Guaranteed Maximum Price shall only be considered if presented in accordance with the Contract Documents prior to performing additional Work and incurring additional Costs.

~~**§ 6.3.3** Adjustments to subcontracts awarded on the basis of a stipulated sum shall be determined in accordance with Article 7 of A201–2017, as they refer to "cost" and "fee," and not by Articles 6 and 7 of this Agreement. Adjustments to subcontracts awarded with the Owner's prior written consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.~~

~~**§ 6.3.4** In calculating adjustments to the Guaranteed Maximum Price, the terms "cost" and "costs" as used in Article 7 of AIA Document A201–2017 shall mean the Cost of the Work as defined in Article 7 of this Agreement and the term "fee" shall mean the Construction Manager's Fee as defined in Section 6.1.2 of this Agreement.~~

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~~**§ 6.3.5** If no specific provision is made in Section 6.1.3 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 6.1.3 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the same basis that was used to establish the Fee for the original Work, and the Guaranteed Maximum Price shall be adjusted accordingly.~~

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§ 7.1.1 The term Cost of the Work shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the items set forth in Sections 7.1 through 7.7. However, "Cost of the Work" shall not include costs incurred because of the negligence, breach of contract, or other misconduct of Construction Manager or of any subcontractor. All cost items qualifying for reimbursement under this Article 7 as included in the Cost of Work, shall be included in the Guaranteed Maximum Price.

...

§ 7.1.3 Costs shall be at rates not higher than the standard rates paid at the place of the Project, except with prior written approval of the Owner.

...

~~**§ 7.2.2.1** Wages or salaries of the Construction Manager's supervisory and administrative personnel when performing Work and stationed at a location other than the site, but only for that portion of time required for the Work, and limited to the personnel and activities listed below:~~
~~*(Identify the personnel, type of activity and, if applicable, any agreed upon percentage of time to be devoted to the Work.)*~~

~~**§ 7.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged at factories, workshops or while traveling, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work.~~

~~**§ 7.2.4** Costs paid or incurred by the Construction Manager, as required by law or collective bargaining agreements, for taxes, insurance, contributions, assessments and benefits and, for personnel not covered by collective bargaining agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided such costs are based on wages and salaries included in the Cost of the Work under Sections 7.2.1 through 7.2.3.~~

~~**§ 7.2.5** If agreed rates for labor costs, in lieu of actual costs, are provided in this Agreement, the rates shall remain unchanged throughout the duration of this Agreement, unless the parties execute a Modification.~~

Payments made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts and this Agreement. Any Subcontract Work to be performed by the Construction Manager's own forces on the basis of a bid or proposal submitted by the Construction Manager per Section 9.1, as amended, shall be treated as Work performed by a Subcontractor under Section 7.3. The Construction Manager's compensation for such Subcontract Work performed shall be based on the amount of the bid or proposal submitted to the Construction Manager for such Work, rather than "actual costs" as provided elsewhere in Article 7 of this Agreement. Costs paid to the Construction Manager for such Work shall be treated only as "subcontract costs" for purposes of computing the allowable costs and fees payable to the Construction Manager.

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§ 7.5.4 Costs of ~~the Construction Manager's site office, including general office equipment and supplies.~~materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

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~~§ 7.5.5 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.~~

...

§ 7.6.1.1 Costs for self-insurance, for either full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior written approval.

§ 7.6.1.2 Costs for insurance through a captive insurer owned or controlled by the Construction Manager, with the Owner's prior written approval.

§ 7.6.2 ~~Sales, use, or similar taxes, imposed by a governmental authority, that are related to the Work and~~ Fees and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is ~~liable.~~required by the Contract Documents to pay.

§ 7.6.3 Fees ~~and assessments for the building permit, and for other permits, licenses, and inspections, for which the Construction Manager is required by the Contract Documents to pay.~~of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.

§ 7.6.4 ~~Fees of laboratories for tests required by the Contract Documents; except those related to defective or nonconforming Work for which reimbursement is excluded under Article 13 of AIA Document A201–2017 or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.7.3.~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.

§ 7.6.5 ~~Royalties and license fees paid for the use of a particular design, process, or product, required by the Contract Documents.~~Intentionally deleted.

~~§ 7.6.5.1~~ ~~The cost of defending suits or claims for infringement of patent rights arising from requirements of the Contract Documents, payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims, and payments of settlements made with the Owner's consent, unless the Construction Manager had reason to believe that the required design, process, or product was an infringement of a copyright or a patent, and the Construction Manager failed to promptly furnish such information to the Architect as required by Article 3 of AIA Document A201–2017. The costs of legal defenses, judgments, and settlements shall not be included in the Cost of the Work used to calculate the Construction Manager's Fee or subject to the Guaranteed Maximum Price.~~

§ 7.6.6 ~~Costs for communications services, electronic equipment, and software, directly related to the Work and located at the site, with the Owner's prior approval.~~Deposits lost directly resulting from the Owner's actions or decisions.

§ 7.6.7 ~~Costs of document reproductions and delivery charges.~~Intentionally deleted.

~~§ 7.6.8~~ ~~Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility in the Contract Documents.~~

~~§ 7.6.9~~ ~~Legal, mediation and arbitration costs, including attorneys' fees, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager after the execution of this Agreement in the performance of the Work and with the Owner's prior approval, which shall not be unreasonably withheld.~~

~~§ 7.6.10~~ ~~Expenses incurred in accordance with the Construction Manager's standard written personnel policy for relocation and temporary living allowances of the Construction Manager's personnel required for the Work, with the Owner's prior approval.~~

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§ 7.6.11 That portion of the reasonable expenses of the Construction Manager's supervisory or administrative personnel incurred while traveling in discharge of duties connected with the Work.

...

§ 7.7.3 Costs of repairing or correcting damaged or nonconforming Work executed by the Construction Manager, Subcontractors, or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence of, or failure to fulfill a specific responsibility by, the Construction Manager, and only to the extent that the cost of repair or correction is not recovered by the Construction Manager from insurance, sureties, Subcontractors, suppliers, or others.

§ 7.7.3 Intentionally deleted.

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.6 Except as provided in Section 7.7.3 of this Agreement, costs Costs due to the negligence of, or failure to fulfill a specific responsibility of the Contract by, the Construction Manager, Subcontractors, and suppliers, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable;

...

.9 Costs for services incurred during the Preconstruction Phase.Phase;
.10 Delay damages or claims; and
.11 Storage costs, unless with prior written Owner approval.

...

§ 8.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included the amount to be paid, less such discount, in an Application for Payment and received payment from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds, and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be obtained.The Construction Manager shall take advantage of all available discounts, rebates, and refunds for supplies, materials, and equipment connected with the Work and that conform to the Contract Documents, and any such discounts, rebates, or refunds shall accrue to the Owner.

...

§ 9.1 Those portions of the Work that the Construction Manager does not customarily perform with the Construction Manager's own personnel shall be performed under subcontracts or other appropriate agreements with the Construction Manager. The Owner may designate specific persons from whom, or entities from which, the Construction Manager shall obtain bids. The Construction Manager shall obtain bids from Subcontractors, and from suppliers of materials or equipment fabricated especially for the Work, who are qualified to perform that portion of the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall deliver such bids to the Architect and Owner with an indication as to which bids the Construction Manager intends to accept. The Owner then has the right to review the Construction Manager's list of proposed subcontractors and suppliers in consultation with the Architect and, subject to Section 9.1.1, to object to any subcontractor or supplier. Any advice of the Architect, or approval or objection by the Owner, shall not relieve the Construction Manager of its responsibility to perform the Work in accordance with the Contract Documents. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.The Construction Manager shall publicly advertise and solicit through competitive purchasing, as required by law, competitive sealed proposals from subcontractors for the performance of all major elements of the Work. The Owner shall then determine, with the

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advice of the Construction Manager and subject to the reasonable objection of the Architect, which proposals will be accepted. The Construction Manager may seek to perform portions of the Work required to be publicly advertised. If the Construction Manager submits its own proposal for any portion of the Work, it shall do so in the same manner as required of all subcontractors. Owner shall decide whether or not Construction Manager's proposal for self-performing portions of the Project offers the best value to Owner. In opening proposals, neither Construction Manager nor Owner shall disclose the contents of a proposal. All proposals shall be made public within seven days after the Owner's final selection. If Construction Manager's proposal is selected by the Owner, the proposed cost for the self-performed work shall be paid to the Construction Manager, pursuant to progress payments, as if Construction Manager were a subcontractor. Such payments to Construction Manager shall be included in the Cost of the Work, but the Construction Manager shall not receive an additional Construction Manager's fee for self-performed work.

§ 9.1.1 ~~When a specific subcontractor or supplier (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid that conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a Change Order be issued to adjust the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.~~If during the course of recommending proposals, the Construction Manager recommends to Owner a proposal from subcontractor, but the Owner requires another proposal to be accepted, the Owner shall compensate the Construction Manager by a change in price, time, and/or Guaranteed Maximum Price for any additional cost and risk that the Construction Manager may incur as a result, if such change exists. Construction Manager shall state the additional cost and/or risk in writing and shall provide written proof of same before Owner compensates Construction Manager.
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The Construction Manager shall keep full and detailed records and accounts related to the Cost of the Work, and exercise such controls, as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Construction Manager's records and accounts, including complete documentation supporting accounting entries, books, job cost reports, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, Subcontractor's invoices, purchase orders, vouchers, memoranda, and other data relating to this Contract. The Construction Manager shall preserve these records for a period of ~~three~~ five (5) years after final payment, or for such longer period as may be required by law.

...

§ 11.1.3 ~~Provided that an Application for Payment is received by the Architect not later than the __ day of a month, the Owner shall make payment of the amount certified to the Construction Manager not later than the __ day of the __ month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than __ (__) days after the Architect receives the Application for Payment.~~
~~(Federal, state or local laws may require payment within a certain period of time.)~~The Construction Manager shall submit monthly Applications for Payment to both the Architect and Program Manager, if applicable, on AIA Form G702-1992 for approval. Continuation sheets shall be submitted on AIA Form G703-1992. If the Architect and Program Manager approve the application, then they shall submit a Certificate for Payment to the Owner. The Architect and Program Manager may require any additional information deemed necessary and appropriate to substantiate the Application for Payment. Materials that are verified to be on the jobsite or other approved location for use in the Project may also be incorporated into the Application for Payment. The Architect and Program Manager shall have seven (7) days from date of receipt from the Construction Manager of an Application for Payment to approve or reject all or any part of the Application for Payment. The Owner shall pay the undisputed amounts certified by the Architect and Program Manager to the Construction Manager within thirty (30) days of receipt of the Certificate for Payment from the Architect and Program Manager, provided that such Certificate for Payment is received by the Owner in time to be included in the board packet for the next regularly scheduled board meeting and such board meeting actually occurs. Any payment not made within twenty (20) days following the next regularly scheduled meeting after the Certificate for Payment is timely received by the Owner shall bear interest at the rate of twelve (12) percent per annum.

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...

§ 11.1.5 Each Application for Payment shall be based on the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of ~~values~~ values, less any unused Owner's contingency and unused Construction Manager's contingency, shall allocate the entire Guaranteed Maximum Price among: (1) the various portions of the Work; (2) any contingency for costs that are included in the Guaranteed Maximum Price but not otherwise allocated to another line item or included in a Change Order; and (3) the Construction Manager's Fee.

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.3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably ~~justified;~~ justified and that Owner approves; and

...

ten percent (10%)

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Notwithstanding the foregoing, if the Work from which retainage is withheld is fifty percent complete and if the Construction Manager has performed Work in accordance with the provisions of the Construction Manager, no more than five percent (5%) of any additional progress payment may be withheld as retainage if the Contractor provides or has provided satisfactory and reasonable assurances of continued performance and financial responsibility to complete the Work. Except as provided otherwise herein, the Owner shall have the option, but not the obligation, to reduce the retainage requirements of this Agreement or release any portion of retainage prior to the date specified in the Contract Documents. Any reduction or release of retainage, or portion thereof, however, shall not be a waiver of (i) any of the Owner's rights to retainage in connection with other payments to the Construction Manager or (ii) any other right or remedy that the Owner has under the Contract Documents, at law, or in equity.

...

~~**§ 11.1.9** If final completion of the Work is materially delayed through no fault of the Construction Manager, the Owner shall pay the Construction Manager any additional amounts in accordance with Article 9 of AIA Document A201–2017.~~

§ 11.1.9 Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.

§ 11.1.10 ~~Except with the Owner's prior written approval, the Construction Manager shall not make advance payments to suppliers for materials or equipment which have not been delivered and suitably stored at the site.~~The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.

§ 11.1.11 The ~~Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments to Subcontractors, and the percentage of retainage held on Subcontracts, and the Construction Manager shall execute subcontracts in accordance with those agreements.~~progress payment amount determined in accordance with this Section shall be further modified under the following circumstances:

.1 Add, if Final Completion of the Work is thereafter materially delayed by Owner or Owner's agents through no fault of the Construction Manager, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201-2017, as amended.

.2 If Owner is entitled to deduct liquidated damages, or any other damages or amounts provided in the Contract Documents, including clean-up fees, then Owner shall be entitled to deduct such liquidated damages, amounts and fees at any time.

.3 If Construction Manager fails or refuses to complete the Work, or has unsettled claims with Owner, then any payment to Construction Manager shall be subject to deduction for such amounts as the

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Architect and Program Manager, if applicable, shall determine as the cost for completing incomplete Work and the value of unsettled claims.

§ 11.1.12 In taking action on the Construction Manager's Applications for Payment the Architect shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager, and such action shall not be deemed to be a representation that (1) the Architect has made a detailed examination, audit, or arithmetic verification, of the documentation submitted in accordance with Section 11.1.4 or other supporting data; (2) that the Architect has made exhaustive or continuous on-site inspections; or (3) that the Architect has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits, and verifications, if required by the Owner, will be performed by the Owner's auditors acting in the sole interest of the Owner.

...

.1 the Construction Manager has fully performed the Contract, except for including the Construction Manager's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and but excluding the Construction Manager's responsibility to satisfy other requirements, if any, which extend beyond final payment;

PAGE 20

.3 a final Certificate for Payment has been issued by the Architect in accordance with Section 11.2.2.2.Architect, and the Construction Manager has provided all documents required by Sections 3.5.7 and 9.10.2 of AIA Document A201-2017, as amended, and the Owner's Board of Education has voted to accept the Work and approve Final Payment.

...

§ 11.2.2.2 Within seven days after receipt of the written report described in Section 11.2.2.1, or receipt of notice that the Owner will not conduct an audit, and provided that the other conditions of Section 11.2.1 have been met, the Architect will either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager, or notify the Construction Manager and Owner in writing of the Architect's reasons for withholding a certificate as provided in Article 9 of AIA Document A201–2017. The time periods stated in this Section 11.2.2 supersede those stated in Article 9 of AIA Document A201–2017. The Architect is not responsible for verifying the accuracy of the Construction Manager's final accounting.

§ 11.2.2.3 If the Owner's auditors' report concludes that the Cost of the Work, as substantiated by the Construction Manager's final accounting, is less than claimed by the Construction Manager, the Construction Manager shall be entitled to request mediation dispute resolution as provided in the Contract Documents of the disputed amount without seeking an initial decision pursuant to Article 15 of AIA Document A201–2017. A request for mediation dispute resolution shall be made by the Construction Manager within 30 days after the Construction Manager's receipt of a copy of the Architect's final Certificate for Payment. Failure to request mediation dispute resolution as provided in the Contract Documents within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Architect's final Certificate for Payment.

§ 11.2.3 The Owner's final payment to the Construction Manager shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

approval from the Owner's Board of Education.

§ 11.2.4 If, subsequent to final payment, and at the Owner's request, the Construction Manager incurs costs, described in Sections 7.1 through 7.7, and not excluded by Section 7.9, to correct defective or nonconforming Work, the Owner shall reimburse the Construction Manager for such costs, and the Construction Manager's Fee applicable thereto, on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price. If adjustments to the Contract Sum are provided for in Section 6.1.7, the amount of those adjustments shall be

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~~recalculated, taking into account any reimbursements made pursuant to this Section 11.2.4 in determining the net amount to be paid by the Owner to the Construction Manager.~~

§ 11.3 ~~Interest~~Time

§ 11.3.1 Time is of the essence in all phases of the Work. It is specifically understood and agreed by and between Owner and Construction Manager that time is of the essence in the Substantial Completion and Final Completion of the Project and Owner shall sustain actual and direct damages as a result of Construction Manager's failure, neglect or refusal to achieve said deadlines. Such actual and direct damages are and will continue to be impracticable and extremely difficult to determine. Execution of this Agreement under these specifications shall constitute agreement by Owner and Construction Manager that the amounts stated below are the minimum value of the costs and actual and direct damages caused by failure of Construction Manager to complete the Work within the allotted or agreed extended dates of Substantial and Final Completion that such sums are liquidated direct damages and shall not be construed as a penalty and that such sums may be deducted from payments due Construction Manager if such delay occurs. It is expressly understood that the said sum per day is agreed upon as a fair estimate of the pecuniary damages which will be sustained by the Owner in the event that the Work is not completed within the agreed time, or within the agreed extended time, if any, otherwise provided for herein. Said sum shall be considered as liquidated damages only and in no sense shall be considered a penalty, said damages being caused by, but not limited to, additional compensation for personnel, attorney fees, architectural fees, engineering fees, program management fees, inspection fees. storage costs, food service costs, transportation costs, utilities costs, costs of temporary facilities, loss of interest on money, and other miscellaneous increased costs, all of which are difficult to exactly ascertain. Failure to complete the Work within the designated or agreed extended dates of Substantial or Final Completion, shall be construed as a breach of this Agreement

§ 11.3.2 It is expressly agreed as a part of the consideration inducing the Owner to execute this Agreement that the Owner may deduct from the Final Payment made to the Construction Manager a sum equal to Five Thousand Dollars ($5,000.00) per day for each and every additional calendar day beyond the agreed date of Substantial Completion.

§ 11.3.3 Timely Final Completion is an essential condition of this Agreement, Construction Manager agrees to achieve Final Completion of the Agreement within 30 days of the designated or extended date of Substantial Completion. Owner and Construction Manager agree that should Construction Manager fail to achieve Final Completion of the Agreement by the deadline, Owner shall continue to be damaged to a greater degree by such delay. Construction Manager and Owner agree that the amount of liquidated damages for each calendar day Final Completion is delayed beyond the date set for Final Completion shall be the sum of Five Thousand Dollars ($5,000.00) per day. Owner may deduct from the Final Payment made to Construction Manager, or, if sufficient funds are not available, then Construction Manager shall pay Owner the amounts specified per day for each and every calendar day the breach continues after the deadline for Final Completion of the Work.

§ 11.3.4 Such damages shall be in addition to, and not in lieu of, any other rights or remedies Owner may have against Construction Manager for failure to timely achieve Final Completion, and damages for failure to achieve Substantial Completion and failure to achieve Final Completion may run concurrently. If the Work is not finally completed by the time stated in the Agreement, or as extended, no payments for Work completed beyond that time shall be made until the Project reaches Final Completion.

§ 11.4 Interest
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~~%—~~twelve percent (12%) per annum

...

§ 12.1 ~~Initial Decision Maker~~The Construction Manager and Owner may mutually agree to submit to mediation any claim, dispute, or other matter in question arising out of or related to this Agreement, but shall not be obligated to do so as a prerequisite of instituting any legal action. If the parties agree to engage in mediation, they shall share in the payment of mediator's fees and filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon by the Construction Manager and Owner.
§ 12.1.1 ~~Any Claim between the Owner and Construction Manager shall be resolved in accordance with the provisions set forth in this Article 12 and Article 15 of A201–2017. However, for Claims arising from or relating to the~~

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~~Construction Manager's Preconstruction Phase services, no decision by the Initial Decision Maker shall be required as a condition precedent to mediation or binding dispute resolution, and Section 12.1.2 of this Agreement shall not apply.~~

~~**§ 12.1.2** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.~~
~~*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*~~

§ 12.2 ~~Binding Dispute Resolution~~
~~For any Claim subject to, but not resolved by mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:~~
~~*(Check the appropriate box.)*~~

~~[–] Arbitration pursuant to Article 15 of AIA Document A201–2017~~Notwithstanding any reference to arbitration contained in this Agreement, neither the Construction Manager nor the Owner shall be obligated to resolved any Claim through arbitration.

~~[–] Litigation in a court of competent jurisdiction~~

~~[–] Other: *(Specify)*~~

~~If the Owner and Construction Manager do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.~~**§ 12.3** The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017 for Claims arising from or relating to the Construction Manager's Construction Phase services, unless the parties appoint below another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

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.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 6.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount that bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to ~~a reasonable~~ the Architect's estimate of the probable Cost of the Work upon its completion; and

...

§ 13.2.2.2 The Owner shall also pay the Construction Manager ~~fair compensation,~~ compensation at an amount agreed to by the Owner and the Construction Manager, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager that the Owner elects to retain and that is not otherwise included in the Cost of the Work under Section 13.2.2.1.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 13, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

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Zero Dollars ($0.00)

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...

For the Preconstruction Phase and the Construction Phase, the Construction Manager shall purchase, maintain, and furnish insurance and surety bonds as set forth in AIA Document A133™–2019, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 14.3.1 Preconstruction Phase

~~The Construction Manager shall maintain the following insurance for the duration of the Preconstruction Services performed under this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.~~

§ 14.3.1.1 ~~Commercial General Liability with policy limits of not less than ($) for each occurrence and ($) in the aggregate for bodily injury and property damage.~~

§ 14.3.1.2 ~~Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than ($) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.~~

§ 14.3.1.3 ~~The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 14.3.1.1 and 14.3.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~

§ 14.3.1.4 ~~Workers' Compensation at statutory limits and Employers Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~

§ 14.3.1.5 ~~Professional Liability covering negligent acts, errors and omissions in the performance of professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

§ 14.3.1.6 Other Insurance

~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~Coverage~~	~~Limits~~

§ 14.3.1.7 Additional Insured Obligations. ~~To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.~~

§ 14.3.1.8 ~~The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 14.3.1.~~

§ 14.3.2 Construction Phase

~~After execution of the Guaranteed Maximum Price Amendment, the Owner and the Construction Manager shall purchase and maintain insurance as set forth in AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, Exhibit B, Insurance and Bonds, and elsewhere in the Contract Documents.~~

§ 14.3.2.1 ~~The Construction Manager shall provide bonds as set forth in AIA Document A133™–2019 Exhibit B, and elsewhere in the Contract Documents.~~

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...

§ 14.5 ~~Other provisions:~~**Governing Law**
Section 13.1 of AIA Document A201–2017 applies to both the Preconstruction and Construction Phases.

§ 14.6 Fair Labor Standards
The Construction Manager shall maintain fair labor standards throughout the performance of this Contract. The Construction Manager shall file with the Owner a statement that the Construction Manager is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and in the execution of the Contract. Any additional contract entered into between Construction Manager and Owner shall include a provision that in the execution of the contract, fair labor standards shall be maintained. For purposes of this section, the phrase "fair labor standards" means such a scale of wages and conditions of employment as are paid and maintained by at least fifty percent of the contractors in the same business or field of endeavor as the Construction Manager.

§ 14.7 Payment of Unemployment Compensation
The Construction Manager shall pay to the Unemployment Compensation Fund of the State of Nebraska and the State Unemployment Insurance Trust Fund unemployment combined tax and interest due under the Employment Security Law on wages paid to individuals employed in the performance of the Contract as required by NEB. REV. STAT. § 48-657.

§ 14.8 If for any reason whatsoever, any one or more of the provisions of this Agreement shall be held or deemed to be inoperative, unenforceable or invalid as applied to any particular case or in all cases, such circumstances shall not have the effect of rendering such provision invalid in any other case or of rendering any other provision of this Agreement inoperative, unenforceable or invalid.

§ 14.9 The Construction Manager shall use a federal immigration verification system to determine the work eligibility status of employees hired on or after October 1, 2009, and who are physically performing services within the State of Nebraska. If the Construction Manager employs or contracts with any Subcontractor in connection with this Agreement, the Construction Manager shall include a provision in the contract requiring the Subcontractor to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska.

§ 14.10 Indemnification
§ 14.10.1 To the fullest extent permitted by law, the Construction Manager shall defend, indemnify, and hold harmless the Owner and its officers, board members, employees, agents, consultants, and representatives (the "Indemnitees") from and against any and all claims, demands, damages, losses, expenses, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, judgments, and causes of action (including without limitation reasonable consultants' and attorneys' fees and expenses), that arise out of, are related to, or are in connection with this Agreement, the Project, the Work, the Construction Manager's services, the Construction Manager's performance hereunder, and/or the Construction Manager's conduct at or related to the Project or the Owner's property (hereinafter "Indemnity Claims"), provided that any such Indemnity Claim is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including the loss of use of the same, but only to the extent caused by the intentional, reckless, or negligent acts or omissions of the Construction Manager, its subcontractors, sub-subcontractors, or its material suppliers, or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 14.10.

Notwithstanding the foregoing, the Construction Manager's obligations in this Section 14.10 specifically except any obligation to hold harmless, defend, or indemnify an Indemnitee against any Indemnity Claim solely caused by such Indemnitee's own negligent conduct.

§ 14.10.2 The indemnification obligation under this Section 14.10 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for Construction Manager or anyone directly or indirectly employed by them, under workers' compensation acts, disability benefit acts or other employee benefit acts.

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§ 14.11 The Construction Manager and all Subcontractors, if any, shall not discriminate against any employee or applicant who is to be employed for performance of this Agreement with respect to his or her hire, tenure, terms, conditions, or privileges of employment, because of his race, color, religion, sex, disability, or national origin.

§ 14.12 The Construction Manager and all Subcontractors, if any, shall not manufacture, sell, distribute, dispense, possess or use controlled substances or marijuana, as defined by Nebraska law, during the performance of this Agreement while on school premises or at school related functions. The Construction Manager and all Subcontractors, if any, shall not possess any weapon, as defined by Nebraska law and the federal "Drug-Free Schools Act," on school property or at school related functions. The Construction Manager and all Subcontractor, if any, also shall adhere to all District's policies and regulations that prohibit the possession, distribution, sale, dispensation, or use of any alcohol or tobacco products while on school premises or at school related functions. Failure to comply with this provision may be considered a material breach. The District may suspend or terminate the Construction Manager, Subcontractor, or both if it violates these laws, regulations, or policies or this provision.

§ 14.13 No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this Agreement shall impair any such right or power or be construed to be as waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

§ 14.14 The Construction Manager's federal employer identification number is: _____.

§ 14.15 The Construction Manager acknowledges that the Owner must comply with NEB. REV. STAT. § 84-712 through § 84-713 and release public records as defined law upon request, which may include this Agreement and all records created and maintained in relation to this Agreement.

§ 14.16 When present on Owner's property, Construction Manager and its employees and subcontractors or anyone directly or indirectly employed by or representing any of them, shall:

.1 wear uniform at all times with company identification;
.2 carry photo identification;
.3 not smoke or otherwise use tobacco;
.4 not use, or be under the influence of, alcohol or drugs;
.5 not carry a firearm or other weapon; and
.6 comply with all of the school district's rules, policies, procedures which are intended to protect the safety and health of its faculty, staff, students, and visitors

§ 14.17 The Construction Manager shall conduct a background check for all employees or subcontractors providing services under this Agreement in a manner approved by Owner. Owner will determine if the person is authorized to provide services, in accordance with state, federal and local policy.

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§ 15.1 This ~~Agreement represents the entire and integrated~~ Agreement, together with all written modifications, amendments and riders signed by both parties, represents the entire agreement between the Owner and the Construction Manager concerning the subject matter herein and supersedes all prior negotiations, representations or agreements, ~~either written or oral.~~ whether written or oral, between the Owner and the Construction Manager. This Agreement may be amended only by written instrument signed by both ~~Owner and~~ the Owner and the Construction Manager.

...

.1 AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum ~~Price~~Price, as amended
.2 AIA Document A133™-2019, Exhibit A, Guaranteed Maximum Price Amendment, if ~~executed~~executed, as amended
.3 AIA Document A133™–2019, Exhibit B, Insurance and ~~Bonds~~Bonds, as amended

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.4 AIA Document A201™–2017, General Conditions of the Contract for ~~Construction~~Construction, as amended

.5 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, as amended, dated as indicated below:

...

(Check all boxes that apply.)

~~[ ] AIA Document E234™–2019, Sustainable Projects Exhibit, Construction Manager as Constructor Edition, dated as indicated below:~~
~~*(Insert the date of the E234-2019 incorporated into this Agreement.)*~~

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Superintendent Ralston Public Schools	TBD

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Certification of Document's Authenticity

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I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:55:15 ET on 05/09/2023 under Order No. 4104241190 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year 2023 (the "Agreement")
(In words, indicate day, month, and year.)

for the following **PROJECT:**
(Name and address or location)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

THE OWNER:
(Name, legal status, and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TBD

TABLE OF ARTICLES

A.1 GUARANTEED MAXIMUM PRICE

A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager's Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ($), subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price. Provided below is an itemized statement of the Guaranteed Maximum Price organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates
§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Item	Price

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance

§ A.1.1.6 Unit prices, if any:
(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit ($0.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
§ A.2.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[ ] The date of execution of this Amendment.

[ ] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion
§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

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(Check one of the following boxes and complete the necessary information.)

[ ] Not later than ( ) calendar days from the date of commencement of the Work.

[ ] By the following date:

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Section	Title	Date	Pages

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Number	Title	Date

§ A.3.1.4 The Sustainability Plan, if any:
(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price:
(Identify each allowance.)

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Item	Price

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:
(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:
(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:
(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER *(Signature)*	**CONSTRUCTION MANAGER** *(Signature)*
Superintendent Ralston Public Schools	TBD TBD
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for

AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 14:55:35 ET on 05/09/2023.

PAGE 1

This Amendment dated the day of in the year , is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the day of in the year 2023 (the "Agreement")

...

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

...

TBD

PAGE 4

Superintendent	TBD
Ralston Public Schools	TBD

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Coady H. Pruett, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 14:55:35 ET on 05/09/2023 under Order No. 4104241190 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A133™ – 2019 Exhibit A, Guaranteed Maximum Price Amendment, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the day of in the year
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

THE OWNER:
(Name, legal status, and address)

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

TBD

TABLE OF ARTICLES

B.1 GENERAL

B.2 OWNER'S INSURANCE

B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

B.4 SPECIAL TERMS AND CONDITIONS

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by

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Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, theft, vandalism, malicious mischief, or windstorm.

(Paragraphs deleted)

(Table deleted)

§ B.2.3.1.2

(Paragraphs deleted)

Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

(Table deleted)

(Paragraph deleted)

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

(Paragraphs deleted)

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; (3) upon renewal or replacement of each required policy of insurance; and (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Construction Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

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§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations. The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal
The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

§ B.3.2 Construction Manager's Required Insurance Coverage
§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.2.2 Commercial General Liability
§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000)general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;

.2 personal injury and advertising injury;

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.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.6 Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability

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policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ($) per claim and ($) in the aggregate.

§ B.3.3 Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

(Paragraphs deleted)

§ B.3.4 Performance Bond and Payment Bond

§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

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§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.

§ B.3.4.4 The cost of the performance bond and payment bond shall be included in the Cost of the Work.

(Table deleted)

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.

§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

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Additions and Deletions Report for
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Ralston Public Schools
Seymour-MS-HS Facilities Improvement Project

Seymour Elementary, 4900 S. 79th St., Ralston, NE 68127
Ralston Middle School, 8202 Lakeview St., Ralston, NE 68127
Ralston High School, 8969 Park Dr., Ralston, NE 68127.

~~**THE**~~
THE OWNER:

...

Ralston Public Schools, legally known as
Douglas County School District No. 28-0054
8545 Park Drive
Ralston, Nebraska
Attn: Superintendent
(402) 331-4700

...

TBD
PAGE 2

§ B.2.3.1 ~~Unless this obligation is placed on the Construction Manager pursuant to Section B.3.3.2.1, the~~ The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, ~~explosion,~~ theft, vandalism, malicious mischief, ~~collapse, earthquake, flood,~~ or windstorm. ~~The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:~~
~~*(Indicate below the cause of loss and any applicable sub-limit.)*~~

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Cause of Loss **Sub-Limit**

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)
Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

Coverage **Sub-Limit**

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures
If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.
The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[–] **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[–] **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[–] **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

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[–] **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[–] **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[–] **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[–] **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

[–] **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

[–] **§ B.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage **Limits**

...

§ B.3.1.1 Certificates of Insurance. The Construction Manager shall provide certificates of insurance acceptable to the Owner ~~evidencing~~ that evidence compliance with the requirements in this Article B.3 at the following times: (1) within thirty (30) days of execution of the Agreement; (2) prior to commencement of the Work; ~~(2)~~ (3) upon renewal or replacement of each required policy of insurance; and ~~(3)~~ (4) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations,

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shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General ~~Liability~~ Liability, Automobile Liability, and excess or umbrella liability policy or policies. The Owner's acceptance of the Construction Manager's certificates of insurance does not relieve any of the Construction Manager's responsibilities under the Agreement and shall not constitute a waiver of the Construction Manager's obligations to provide insurance as required by the Agreement and this Exhibit. The Owner has the right to receive copies of any of the Construction Manager's insurance policies (including without limitation declaration pages, policy forms, and all endorsements) upon written request.

§ B.3.1.2 Deductibles and Self-Insured Retentions. The Construction Manager shall disclose to the Owner any ~~deductible or self- insured~~ large deductible (at least $10,000) or self-insured retentions applicable to any insurance required to be provided by the Construction ~~Manager.~~Manager, and such large deductible or self-insured retention is subject to the Owner's written approval The Owner has the right to require a proper form of collateral for any such large deductible or self-insured retention.

§ B.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Construction Manager shall cause the ~~commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured~~ primary and excess or umbrella policies for Commercial General liability and Automobile Liability, including without limitation the insurance required by Sections B.3.2.2, B.3.2.3, and B.3.2.6, to include the Owner for claims caused in whole or in part by the Construction Manager's negligent acts or ~~omissions for which loss occurs during completed operations.~~ omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's ~~general liability~~ insurance policies and shall apply to both ongoing and completed operations. ~~To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.~~The Owner shall continue as an additional insured, upon the terms herein, for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct.

To be clear, the Construction Manager shall NOT include the Owner as an additional insured on the Professional Liability insurance coverage required by Section B.3.2.8, if applicable, or the Pollution Liability Coverage required by Section B.3.2.9, if applicable, to the extent that such policy(ies) include an so-called "insured-versus-insured" exclusion.

§ B.3.1.4 Notice of Cancellation or Non-Renewal

The Construction Manager (or its insurance carrier(s)) must provide written notice to the Owner no less than thirty (30) days prior to any cancellation or non-renewal of the Construction Manager's insurance. Within three (3) business days of the date the Construction Manager becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section B.3, the Construction Manager shall provide written notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Construction Manager, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right (but not the obligation) to suspend the services until the lapse in coverage has been cured by the procurement of replacement coverage by the Construction Manager. The furnishing of notice by the Construction Manager shall not relieve the Construction Manager of any contractual obligation to provide any required coverage.

§ B.3.1.5 Among other grounds to withhold payment, the Construction Manager's failure to fully comply with all insurance requirements in this Section B.3 provides the Owner sufficient grounds to withhold some or all payments otherwise due the Construction Manager. The Owner has the right, but not necessarily the obligation, to declare the Construction Manager's failure to fully comply with the insurance requirements in this Section B.3 a material breach of the Construction Manager's obligations under this Agreement.

§ B.3.1.6 All of the coverage limits stated in this Section B.3 are minimum insurance limits and shall not be construed in any way to limit the liability of the Construction Manager.

§ B.3.1.7 The Construction Manager's insurance, whether or not specified above, shall be primary to any insurance maintained by the Owner.

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§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is ~~located.~~ located and such insurance company or insurance companies shall have an A.M. Best rating of not less than A- IX . The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

...

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than ~~($) each occurrence, ($) general aggregate, and ($)~~ One Million Dollars ($1,000,000) each occurrence, Two Million Dollars ($2,000,000)general aggregate, and Two Million Dollars ($2,000,000) aggregate for products-completed operations hazard, providing coverage ~~for claims including~~no less broad than the ISO CG 00 01 coverage form for claims including, without limitation,

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§ B.3.2.2.3 The Construction Manager's completed operations coverage shall be maintained for the period of time the Owner may be held legally liable for the Construction Manager's services, work, or conduct. On behalf of itself and its commercial general liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.2.4 Any aggregate limit under the Construction Manager's General Liability insurance shall, by endorsement, apply to this Project separately.

§ B.3.2.3 Automobile Liability insurance covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than ~~($) per accident, for~~ One Millions Dollars ($1,000,000) combined single limitfor bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage. On behalf of itself and its automobile liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.4 ~~The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.~~Workers' Compensation at statutory limits. On behalf of itself and its workers compensation insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.5 ~~Workers' Compensation at statutory limits.~~Employers' Liability with policy limits not less than One Million Dollars ($1,000,000) each accident, One Million Dollars ($1,000,000) each employee, and One Million Dollars ($1,000,000) policy limit. On behalf of itself and its employers' liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

§ B.3.2.6 ~~Employers' Liability with policy limits not less than ($) each accident, ($) each employee, and ($) policy limit.~~Commercial Umbrella/Excess Liability Insurance with limits of at least Nine Million Dollars ($9,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Ten Million Dollars ($10,000,000) per occurrence. Coverage under the Commercial Umbrella/Excess Liability policy shall result in the in the same or greater coverage as those required under Sections B.3.2.2.1, B.3.2.3, and B.3.2.5 and in no event shall any excess or umbrella liability insurance provide

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narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. On behalf of itself and its commercial umbrella/excess liability insurer, the Construction Manager waives subrogation in favor of the Owner; and further the Construction Manager shall cause such waiver of subrogation provision to be included in its commercial insurance policies to memorialize the same.

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§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~($) per claim and ($) in the aggregate.~~Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate. The coverage required in this section shall be maintained for at least ten (10) years following termination of the Agreement or the date of Substantial Completion, whichever is later.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~($) per claim and ($)~~ Two Million Dollars ($2,000,000) per claim and Two Million Dollars ($2,000,000) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~($) per claim and ($)~~ Three Million Dollars ($3,000,000) per claim and Three Million Dollars ($3,000,000) in the aggregate.

...

§ B.3.3 ~~Construction Manager's Other Insurance Coverage~~Subcontractor's Insurance Coverage

The Construction Manager agrees to require Subcontractors to comply with the insurance provisions required of the Construction Manager pursuant to this Agreement unless the Construction Manager and Owner mutually agree in writing to modify these requirements for Subcontractors whose work is of relatively small scope, provided however that each Subcontractor's Commercial Umbrella/Excess Liability Insurance limits shall be at least Four Million Dollars ($4,000,000) in excess of Commercial General Liability, Automobile Liability, and Employers' Liability insurance limits such that the total limits of liability of each underlying policy together with the limit of the Commercial Umbrella/Excess Liability policy is no less than Five Million Dollars ($5,000,000) per occurrence.

The Construction Manager agrees that it will contractually obligate its Subcontractors to advise the Construction Manager promptly of any changes or lapses of the requisite insurance coverages and the Construction Manager agrees to promptly advise Owner of any such notices that the Construction Manager receives from its Subcontractors. The Construction Manager agrees that it will contractually obligate its Subcontractors to indemnify and hold harmless Owner to the same extent that Construction Manager is required to do so as provided in this Agreement. The Construction Manager assumes all responsibility for monitoring Subcontractor contracts and insurance certificates for compliance with the insurance and other provisions of this Agreement until final completion of the Project.

~~**§ B.3.3.1** Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:~~

~~*(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*~~

~~**§ B.3.3.2** The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.~~

~~*(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*~~

~~[–] **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and~~

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~~Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:~~
~~*(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*~~

~~[–] § B.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.~~

~~[–] § B.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.~~

~~[–] § B.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.~~

~~[–] § B.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.~~

~~[–] § B.3.3.2.6 Other Insurance~~
~~*(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)*~~

~~**Coverage** **Limits**~~

~~The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~
§ B.3.4.1 To secure the faithful performance of the work, the Construction Manager will provide a performance bond with a penal sum no less than 100% of the GMP through a corporate surety company. The terms of the performance bond shall be substantially identical to those in the attached AIA A312-2010 Performance Bond as amended by the Owner.

§ B.3.4.2 To secure all of the Construction Manager's payment obligations that arise on the project, the Construction Manager will provide a payment bond with a penal sum no less than 100% of the GMP through a corporate surety company, conditioned for the payment of all laborers and mechanics for labor that is performed and for the payment for material and equipment rental which is actually used or rented in the performance of the Contract. The terms of the payment bond shall be substantially identical to those in the attached AIA A312-2010 Payment Bond as amended by the Owner and in compliance with NEB. REV. STAT. §§ 52-118 to 118.02.

§ B.3.4.3 The corporate surety or sureties issuing the required performance bond and payment bond must be lawfully authorized to issue insurance in the jurisdiction where the Project is located and must have an A.M. Best rating of not less than A- IX.
~~(Specify type and penal sum of bonds.)~~**§ B.3.4.4** The cost of the performance bond and payment bond shall be included in the Cost of the Work.

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~~**Type**~~ ~~**Penal Sum ($0.00)**~~

~~Payment Bond~~

~~Performance Bond~~

§ B.3.4.5 The Construction Manager shall deliver the required bonds to the Owner within one week of the Construction Manager's execution of the Agreement and the GMP, whichever is later.

~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~

§ B.3.4.6 The Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Agreement, the Construction Manager shall promptly furnish a copy of the bonds or shall permit a copy to be made.

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Student and Employee Assistance Program

Annual Utilization Report

Ralston Public Schools

June 1, 2022 to May 31, 2023

Utilization Breakdown

Demographics	Totals	Percent	Referral Breakdown	Totals	Percent
Total Referrals	155	100%	Students	111	72%
Mandatory	17	11%	Family Members	7	5%
Reopened	65	42%	Employees	22	14%
Males	59	38%	Spouse/Dependents	14	9%
Females	96	62%	**Total Referrals**	**155**	**100%**

Referrals By School (students only)					
School	**Number**	**Percent**	**School**	**Number**	**Percent**
Blumfield	2	2%	Middle School	11	10%
Karen Western	1	1%	High School	73	66%
Meadows	6	5%	***Middle/High Total***	84	76%
Mockingbird	5	5%	Onsite	31	
Seymour	6	5%	**TOTAL STUDENTS**	111	100%
Wildewood	7	6%	**Total Onsite Hours**	175	
Elementary Total	27	24%			

Referral Source	Total	Percent	Referral Source cont.	Total	Percent
School Counselor	39	25%	Medical Referral	1	1%
School Principal	5	3%	Family Member	13	8%
EAP/SAP Brochure	5	3%	School Website	0	0%
Former Client	65	42%	Co-Worker	6	4%
Human Resources	2	1%	Con.Form	12	8%
Teacher	2	1%	Friend	1	1%
Seminar	0	0%	AFC Counselor	1	1%
Spouse	2	1%	Other	0	0%
Newsletter	0	0%			
Supervisor	1	1%	**Total**	**155**	**100%**

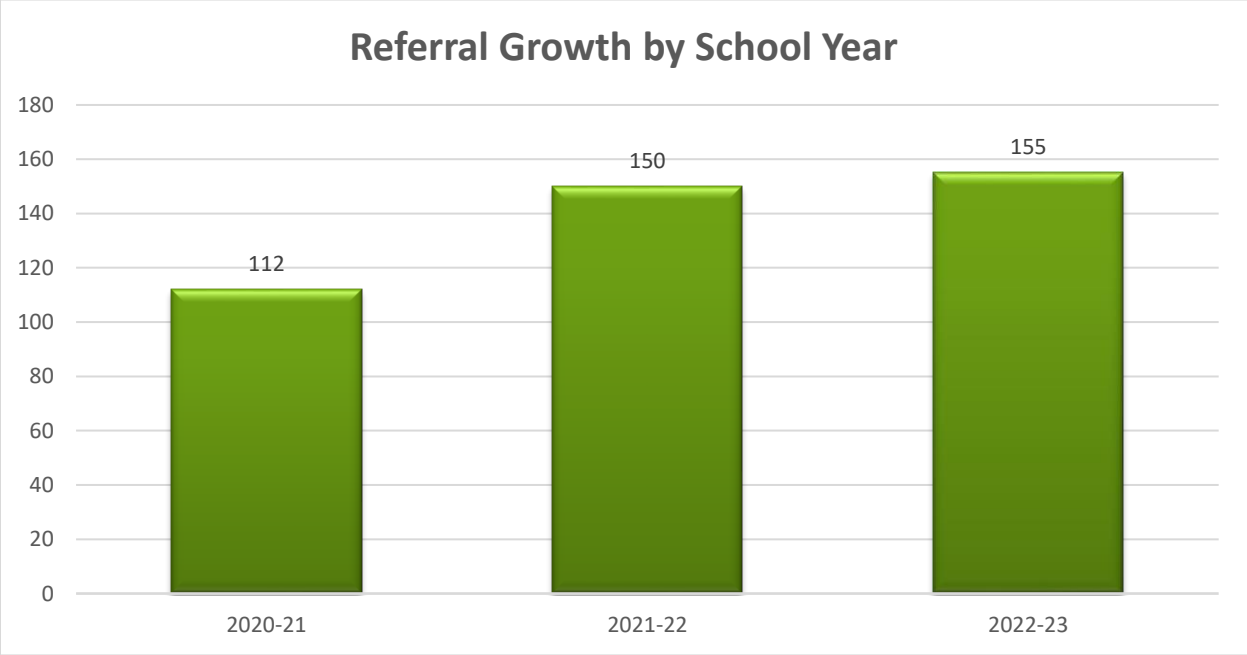
Referrals by Month 2022-2023

Jun.	July	Aug.	Sep.	Oct.	Nov.	Dec.	Jan.	Feb.	March	April	May	Total
2	6	5	39	31	19	5	14	9	12	12	1	155

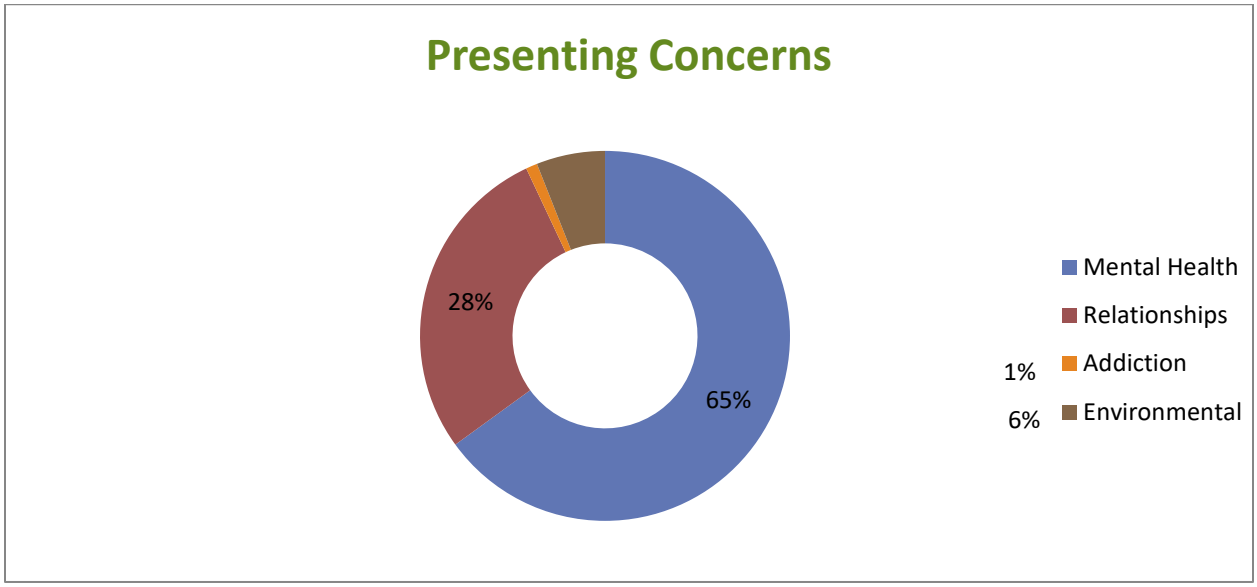
Utilization Breakdown Comparison by School Year

Demographics	2020-2021	2021-2022	2022-2023
Total Referrals	112	150	155
Mandatory	0	32	17
Reopened	30	39	65
Males	55	84	59
Females	57	66	96
Referral Breakdown	**2020-2021**	**2021-2022**	**2022-2023**
Students	90	112	111
Family Members	2	2	7
Employee	15	21	22
Spouse/Dependents	5	15	14
Total Referrals	112	150	155

Referral Growth Chart



Presenting Concern Categories by Total Occurrence



Presenting Concern Categories with Breakdown of Specific Concerns

Mental Health	Referrals	Percent	Relationships	Referrals	Percent
ADD/ADHD	3	2%	Behavioral Concerns	11	7%
Depression	16	10%	Family Conflict	10	6%
Anxiety	28	18%	Peer Relationships	8	5%
Anger	2	1%	Divorce	6	4%
PTSD/Trauma	12	8%	Domestic Violence	0	0%
Stress Related	16	10%	Grief / Loss	5	11%
Psychological/Other	7	5%	Marriage Counseling	4	3%
Threat Assessment	6	4%	Work Conflict	0	0%
Suicide/Assessment	11	7%			
TOTALS	101	65%	Total	44	28%
Addiction	**Referrals**	**Percent**	**Environmental**	**Referrals**	**Percent**
Drug Concerns	2	1%	Vocational	0	0%
Alcohol Concerns	0	0%	Academics	4	3%
Family Alcohol	0	0%	Childcare	0	0%
Family Drugs	0	0%	Financial	0	0%
Evaluation	0	0%	Legal	0	0%
Tobacco Addiction	0	0%	Parenting	4	3%
Other Addictions		0%	TOTAL	8	6%
TOTALS	2	1%	GRAND TOTAL	155	100%

Breakdown of Reason by School – Students Only June1, 2022 to May 31, 2023		
Reason	**School**	**Total**
Academic Concerns	High School	4
Academic Concerns Total		**4**
ADHD / ADD	High School	1
ADHD / ADD Total		**1**
Anger, Management	High School	1
Anger Total		**1**
Anxiety, Adjustment	High School	10
	Meadows	2
	Middle School	1
	Mockingbird	2
	Seymour	1
	Wildewood	1
Anxiety Total		**17**
Behavioral Concerns	High School	3
	Meadows	1
	Middle School	1
	Mockingbird	1
	Seymour	1
	Wildewood	3
Behavioral Concerns Total		**10**
Depression	High School	8
	Middle School	1
Depression Total		**9**
Divorce	High School	3
	Meadows	1
Divorce Total		**4**
Drug Concerns	High School	2
Drug Concerns Total		**2**

Family Conflict	High School	2
Family Conflict Total		**2**
Grief / Loss	High School	2
	Meadows	1
	Wildewood	1
Grief / Loss Total		**4**
Peer Relationships	High School	7
Peer Relationships Total		**7**
PTSD/Trauma	High School	5
	Meadows	1
	Wildewood	1
PTSD/Trauma Total		**7**
Psychological/Other	High School	3
	Seymour	1
Psychological Total		**4**
Social Issues / Peers	Grandview MS	2
	Middle School	3
	North High	2
	Ridge MS	2
	South High	2
	West Dodge	1
Social Issues / Peers Total		**12**
Stress Related	High School	9
	Seymore	1
Stress Related Total		**10**
Suicidal Risk	Blumfield	1
	High School	4
	Middle School	4
	Mockingbird	1
	Wildewood	1
Suicidal Risk Total		**11**

Threat Assessment	Blumfield	1
	High School	2
	Karen Western	1
	Middle School	1
	Mockingbird	1
Threat Assessment Total		**6**
Grand Total		**111**

Program Outcomes and Effectiveness

From June 1, 2022-May 31, 2023 there were a total of 155 employees/students and their families that utilized the EAP/SAP program. We attempted to survey all clients that were seen during this time and were able to speak with a few of these families. 100% of those surveyed found the program to be helpful and beneficial. Below are some comments from those seen at the Arbor location.

Comments from Ralston Families:

“Maureen was very helpful and understanding of my stress due to work”

“My counselor helped me work through all of my feelings and was very attentive during our sessions”

“Things are going well so far!”

“John (L) was very knowledgeable and had good advice for me moving forward”

“Traci has been really kind and easy to work with”

“We are really enjoying our time here and the fact that this was available to us”

On-site Clients 2022-2023 School Year

Breakdown of On-Site Visits

Our counselor, Jeff Krenzer, has been on-site at Ralston High School since August 2022. Thirty-one students and staff utilized the On-Site option during the 2022-23 school year.

Special Services and Forecast for Growth in Utilization

On-Site Visits / Services

Arbor counselor, Jeff Krenzer, was on-site at Ralston High School each month since August 2022. Jeff saw 31 students on-site for a total of 175 hours.

Arbor is available to coordinate visits with students identified as "at risk" and will continue to be available to address this need.

Consultations

Arbor is available for consultations with faculty surrounding assessments and referrals.

Newsletter

Arbor is available to provide newsletters to be made available to students and parents. This newsletter is interactive which means that parents can suggest topics for future articles.

Web Site

The Arbor web site is available for students and their parents to educate themselves about services, learn about Arbor's professional counselors, and find articles and archived editions of the newsletter.
www.arborfamilycounseling.com

Presentations and Training

Arbor is available for presentations to support your schools! Please call if you have a special area of need. Presentations are available for staff, students, and parents.

Special Services

Arbor is available to increase program awareness with students and parents.

Arbor is available to coordinate and offer specific, problem focused consulting services.

Available to coordinate and provide materials during School Conferences.

ARBOR
FAMILY COUNSELING

11605 Arbor Street, Suite 106 | Omaha, NE 68144
Main: (402) 330-4700 | EAP: (402) 330-0960 or (800) 922-7379
www.arborfamilycounseling.com

Ralston Public Schools

STUDENT ASSISTANCE PROGRAM CONTRACT
July 1, 2023

This agreement is made as of July 1, 2023, by and between Arbor Family Counseling Associates, referred to as "Provider" and Ralston Public Schools, Ralston, Nebraska, referred to as "School".

1. General Information

The **Ralston Public Schools program will be contracting to provide Student Assistance Services** that will attempt to assist students in times of crisis to find solutions for problems before they become more serious or begin to affect school performance. This confidential program is an initial assessment and referral service for students intended to open the door to problem solution assistance from a comprehensive support agency. That agency will be **Arbor Family Counseling Associates** (herein referred to as provider)**.** The school district will benefit when students are able to resolve personal and family problems and thereby be better able to concentrate on their individual school achievements.

2. Student Assistance Program Requirements:

A. Eligibility - The School Student Assistance Program will be available and accessible to all students. Students (or their parents) may self-refer or be referred by school district administrators or counselors. Students (or their parents) shall identify themselves as such when initially contacting Arbor Family Counseling Associates.

B. Confidentiality - Confidentiality must be assured in the use of the contact with the Student Assistance Program. Provider and School shall comply with all state and federal laws regulating confidentiality when the SAP is accessed. The Arbor counselor will seek a written release when a joint effort of school officials and the Arbor counselor are deemed appropriate.

C. Assessment and Problem Clarification Counseling (Student Assistance Services) - Arbor Family Counseling Associates will provide an objective and thorough assessment of the problem presented by a student. All families will be eligible for up to two free one-hour assessment sessions for the purpose of identifying the problem and recommending appropriate services. The assessment process may include medical and social history, peer and family relationships, patterns of academic or work performance, as well as other factors. Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or on a negotiated rate basis.

D. Short Term Counseling - Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or at a negotiated rate. Ralston schools may also decide to "scholarship" a student at a rate of $80.00/hr at an agreed upon number of sessions.

E. School Staff Participation - School staff will be consulted, when a release is signed, and encouraged to share their knowledge in helping these students to resolve their problems. Arbor representatives shall meet with school district representatives in April and July to assess the SAP program utilization and effectiveness.

F. Follow-Up - Arbor will provide systematic and thorough feedback to the referral source or school counselor when appropriate and when a release has been signed.

G. Cost to Student - Arbor Family Counseling Associates will concentrate the first session on problem assessment. Discussion of costs of continued services shall be limited to the end of the problem assessment session and not before unless requested by the employee/student. Once the free sessions are complete, the counselor will offer several options for continuing in counseling. If the client chooses to remain with any counselor at Arbor, payment will be made through their insurance or on a negotiated rate basis. Arbor representatives, where appropriate, will assist employees/family members with filing for insurance benefits. Ralston schools may also decide to "scholarship" a student at a rate of $80.00/hr at an agreed upon amount of sessions.

H. Implementation - Provider will appoint a Student Assistance Program Coordinator who shall serve as the direct liaison with the school district. Provider will provide information for students(and their parents) of services available and how to access the SAP. Provider will also furnish a letter (approved by the superintendent) explaining the SAP including the purpose, eligibility of use, function, confidentiality, services, location and phone access to the offices of Arbor Family Counseling Associates.

3. Onsite Counseling

Ralston Schools is purchasing onsite hours at the high school for up to 5 hrs/wk for the entire school year. Arbor Family Counseling will make available a licensed/insured counselor who will coordinate with the high school counseling department and communicate regular updates to Arbor coordinator of services. The Arbor counselor will keep weekly hours on the same day and will be able to make up hours if any day is missed.

3. Provider Personnel

Provider represents and warrants that all services provided directly by provider employees and/or independent contractors pursuant to this agreement will be provided by qualified and (where required) licensed personnel, and that any referrals made by it to health care providers shall be made to providers whom provider shall reasonably believe are qualified and (where required are) licensed providers. School understands and acknowledges that referrals may be to providers who are associated with Provider in some manner including being a party to contracts to provide services to Provider or in some other manner. Provider represents and warrants that all services and/or treatments provided under this agreement shall be in accordance with generally accepted mental health and/or psychiatric standards. School understands and

acknowledges that services provided by provider may be provided through persons who are not employees but who are independent contractors (including counselors, psychologists, psychiatrists and other providers).

4. Insurance Coverage

Provider shall maintain at all times during the term of this agreement comprehensive general and Provider professional liability insurance covering Provider and Provider Staff in minimum amounts reasonably acceptable to School and Provider, but in no event less than $200,000 per claim and $600,000 per annual aggregate, as evidenced by written notice to Provider, and with a reputable and financially viable insurance carrier.

5. Indemnification

a. Provider shall indemnify and hold harmless School against any claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, Incurred by School in defending or compromising actions brought against School arising out of or related to the acts or omissions of Provider or its employees in rendering of services to patients or in the performance of other duties by the Provider.

b. School shall indemnify and hold harmless Provider against any claims, liabilities, damages, and expenses, including without limitation reasonable attorney's fees, incurred by Provider in defending or compromising actions brought against Provider arising out of or related to the acts or omissions of School in the rendering of services to patients or in the performance of other duties by School pursuant to this agreement.

6. Reports

Arbor will present reports to the superintendent. In the interest of retaining confidentiality, these reports will be in the format of aggregate demographic data, with individual information omitted. These reports are due on January 15 and July 15, 2024.

7. Fees for Services:

$7.50 each to enroll 3400 Ralston Students at a total of $25,522.89 to enroll students in the Ralston Public Schools Student Assistance program. $17.50 each to enroll 450 employees at a total of $7874.49 in the Ralston Public Schools Employee Assistance program. Ralston will be invoiced for semi-annual payments of $16,698.69 in July 2023 and January of 2024. Payment is due within 30 days of billing.

8. Length of Agreement

This agreement will commence on July1, 2023, and terminate on June 30, 2024. This contract is renewable on an annual basis.

_____	_____
Ralston Public Schools	Date
_____	_____
Arbor Family Counseling, A Trivium Life Services Company	Date

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 September 1, 2023 and ending August 31, 2024.

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. Employees scheduled for under a six hour workday have the option to forgo their lunch break. 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 workday. 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 workday. 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 50% of their hourly rate times the number of hours of unused sick leave remaining at separation of employment, not to exceed 70 seventy (7*0)* 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.

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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.

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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 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 _____, 2023.	Dated this_____ day of _____, 2023.
----------	----------
Jason Buckingham, Chief Negotiator Ralston Board of Education	Steve Owen, President Service Employees International Union, Local 226

APPENDIX I

For the 2023-2024 contract year, all Managers and Assistant Managers will receive a $1.50 dollar per hour raise. Kitchen Assistants will receive a $1.50 per hour raise.

APPENDIX

Entry Level Wage*

	2023-2024
ELEMENTARY SCHOOL	
Manager	**18.60**
Kitchen Asst.	**15.45**
MIDDLE SCHOOL	
Manager	**19.60**
Lead Cashier	**16.90**
Kitchen Asst.	**15.45**

HIGH SCHOOL

Manager	**19.90**
Asst. Manager	**18.60**
Kitchen Asst.	**15.45**

*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).

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 September 1, 2023 and ending August 31, 2024.

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.

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SIGNATURES OF THE PARTIES

Dated this_____ day of _____, 2023.

Dated this_____ day of _____, 2023.

Jason Buckingham, Chief Negotiator
Ralston Board of Education

Steve Owen, President
Service Employees International Union, Local 226

APPENDIX I

For the 2023-2024 contract year, all Managers and Assistant Managers will receive a ~~$2.00~~ $1.50 dollar per hour raise. Kitchen Assistants will receive a ~~$2.00~~ $1.50 per hour raise.

APPENDIX

Entry Level Wage*

	2023-2024
ELEMENTARY SCHOOL	
Manager	**~~17.10~~ 18.60**
Kitchen Asst.	**~~14.95~~ 15.45**
MIDDLE SCHOOL	
Manager	**~~18.10~~ 19.60**
Lead Cashier	**~~15.40~~ 16.90**
Kitchen Asst.	**~~14.95~~ 15.45**
HIGH SCHOOL	

Manager	~~**18.40**~~ **19.90**
Asst. Manager	~~**17.10**~~ **18.60**
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*Actual starting salaries may be increased slightly at the discretion of the administration for employees who have applicable prior experience in the field.

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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, 2023 and ending August 31, 2024.

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.

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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.

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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 workday. 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 (8^{th}) year of employment will be entitled to three (3) weeks of vacation on September 1^{st} 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 workdays 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 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 $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 employee/spouse, employee/child or family coverage will pay a 5% per month premium. Employees are responsible for 100% of dental insurance costs beyond the offered individual PPO coverage.

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-1st, elect to receive $2,750 credit to an individual Pay-Flex account in lieu of individual or family coverage. The District will pay $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 $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 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 _____, 2023.

_____
Jason Buckingham, Chief Negotiator
Ralston Board of Education

Dated the _____ day of _____, 2023.

_____
Steve Owens, President
Service Employees International Union, Local 226

APPENDIX 1

2023-2024

Custodian	$17.60

2023-2024 Wage Increase - For the 2023-2024 contract year, each employee will receive a $1.50 per hour increase. The rates listed above reflect the base hiring rate for the 2023-2024 contract year**(s)**. 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 2023-2024 school year, either party has the right to re-open negotiations through written communication within 30 days from release of the 2023-2024 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
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, 2023 and ending August 31, 2024.

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.

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CHECK OFF

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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 workday. 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 (8^{th}) year of employment will be entitled to three (3) weeks of vacation on September 1^{st} 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 workdays 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 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 $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 employee/spouse, employee/child or family coverage will pay a 5% per month premium. Employees are responsible for 100% of dental insurance costs beyond the offered individual PPO coverage.

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-1st, elect to receive $2,750 credit to an individual Pay-Flex account in lieu of individual or family coverage. The District will pay $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 $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 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 _____, 2023.

_____
Jason Buckingham, Chief Negotiator
Ralston Board of Education

Dated the _____ day of _____, 2023.

_____
Steve Owens, President
Service Employees International Union, Local 226

APPENDIX 1

2023-2024

Custodian ~~$16.10~~ $17.60

2023-2024 Wage Increase - For the 2023-2024 contract year, each employee will receive a ~~$2.00 (two dollar)~~ $1.50 per hour increase. The rates listed above reflect the base hiring rate for the 2023-2024 contract year**(s)**. 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 2023-2024 school year, either party has the right to re-open negotiations through written communication within 30 days from release of the 2023-2024 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

For the 2023-24 School Year

SIGN LANGUAGE INTERPRETERS OF THE
RALSTON EDUCATION ASSOCIATION

And

RALSTON BOARD OF EDUCATION

AGREEMENT

This contract for the 2023-24 academic year is entered into by the Board of Education of the School District of Ralston**,** hereinafter referred to as the Board, and the Sign Language Interpreters of the Ralston Education Association, hereinafter called the Bargaining Unit.

I. RECOGNITION

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

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

(A) Written competency

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

AND

(B) Skill competency

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

II. COMPENSATION

(A) Salary Schedule and Base Salary:

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

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

For contract year 2023-2024 only, each SLI employee currently at the bottom of the salary schedule for their respective placement will receive a minimum of $1.50 per hour increase on their base salary. At the conclusion of this contract this additional language shall be removed.

(B) Initial Placement:

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

For the contract year 2023-24 only, any sign language interpreter who, during the 2022-2023 school year, passed the EIPA written test and attained a competency skill level identified in this contract shall be placed in the appropriate column on step two of the salary schedule (Appendix A). At the conclusion of this contract this additional language shall be removed.

(C) Vertical Advancement:

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

(D) Longevity

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

(E) Horizontal Advancement:

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

1. Salary credit will be given to Sign Language Interpreters as they move across the Salary Schedule due to increased education level, and/or increased EIPA score. (See Appendix A and B). Any test date prior to June 30th of the current contract year will be accepted for credit for the following school year.

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

For sign language interpreters who have not yet met the minimum written and skill competency levels established in Part 1, subsections A and B of this contract by June 30th:

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

(F) Part-Time/Job-Sharing:

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

(G) Duty Hours/Days:

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

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

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

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

(H) Overtime:

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

(I) Minimum Compensation:

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

(J) District Closure:

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

For the 2023-24 year only, SLIs may opt to participate in up to 7.5 hours of district approved, online professional development activities on days when the district is temporarily closed due to snow or other emergencies. The district will compensate any SLI who chooses to participate in an online, professional development activity at their normal hourly rate if the following conditions are met:

- The online professional development activity cannot be completed during a workday (unless the district is closed due to inclement weather or other emergencies) or when the SLI is providing any service to the district.
- The online professional development activity may be completed in one or more sessions prior to the snow/district closure day but cannot not exceed 7.5 hours for each day the district is temporarily closed.
- An online professional development activity that has been previously completed may not be resubmitted for compensation by the SLI during the same academic year.
- The SLI must submit documentation regarding the completion of all online professional development activities no later than 10:00 p.m. on the Sunday of the week when the district was closed. The documentation must include (a) the name of the SLI, (b) the number of hours that were completed, and (c) the date(s) when the online professional development work was completed. For online PD that is more

than 7.5 hours in duration, a screen shot of the SLI's progress may be submitted if a certificate is not provided.

- SLIs may not submit for compensation more than 30 hours (4 days) of online professional development in an academic year unless the district waives this requirement.
- SLIs who are eligible to participate in online professional development activities may opt not to participate in this program on days when their assigned district is closed. Those that choose to do so will forfeit all pay for that day.

SLIs engaged in remote or e-Learning activities when their host district is temporarily closed due to snow or other emergencies may not participate in paid, online professional development activities for that day.

(K) Late start:

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

(L) Remote or eLearning instruction:

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

(M) Leave of Absence:

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

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

(N) Separation:

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

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

(O) Professional Development:

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

III. INSURANCE BENEFITS

(A) Term Life Insurance:

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

(B) Disability Income Insurance:

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

(C) Health and Accident Insurance:

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

1. The board will provide each eligible SLI with EHA $1,050 Deductible PPO Group Health coverage, including individual PPO dental insurance coverage (100% A, 75%

B with 50% C coverage) SLI's must work six (6) hours or more per day to be considered eligible. SLI's will pay 4% per month of the monthly premium. New SLI's are not covered by Health Insurance until September.

2. If hired after the start of the school year, coverage begins on the first day of the month following employment.
3. If the SLI works less than six (6) hours, he/she will pay a prorated portion of the premium.
4. A qualifying SLI may elect to receive $2,750 in lieu of individual coverage through the district PayFlex plan. The amount of the payment will be prorated for a part-time SLI who elects this option. Any qualifying SLI who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the SLI's file.
5. SLI's have the option to purchase additional dental insurance at the employee's expense.
6. The board will be responsible for the processing of all health and accident insurance premiums and contributions to PayFlex accounts in such a manner that will not create a tax liability for SLI's.

IV. FRINGE BENEFITS

(A) Eye Examination:

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

(B) Hearing Exam:

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

(C) Sick Leave:

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

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

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

(E) Unused Sick Leave

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

(F) Personal Leave:

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

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

(G) Holidays:

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

(H) Bereavement Leave:

An SLI shall have paid leave for bereavement up to seven (7) days in the event of each death of the employee's spouse, child, stepchild, parent or stepparent. In the event of the death of one of the previously mentioned individuals, the seven (7) days of bereavement need not be taken consecutively. Up to five (5) days shall be granted in the event of each death of the employee's sister, brother, mother-in-law, father-in-law or grandchild: three (3)

days in the event of each death of the employee's grandparent, grandparent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, niece, nephew, or a person who resides in the employee's household for whose care the employee is legally responsible; one (1) day in the event of each death of the employee's aunt, uncle, or cousin. SLI's shall have one (1) day of paid leave (total) per contract year for persons not named above.

(I) Judicial Leave:

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

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

(J) Association Leave:

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

(K) Payroll Deduction:

The Board will provide payroll deduction of dependent life insurance premiums, short and long-term disability premiums, and for other purposes agreed upon by the employee and the District in writing. In addition, the Board reserves the right to perform payroll deductions that are court-ordered, regardless of approval by the employee.

(L) Grievance Procedure:

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

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

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

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

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

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

Step 1 - Written Grievance to the Principal/Supervisor. Generally, a grievance will be filed with the grievant's immediate supervisor. However, the grievance shall be filed initially at the level at which the grieved action or event occurred. The grievant shall present the grievance to his or her principal/supervisor in writing within ten (10) contract days from the date that the grievant knew or should have known of the incident giving rise to the grievance. A meeting between the principal/supervisor and grievant shall be held within seven (7) contract days of receipt of the written grievance. The principal/supervisor shall submit his or her determination in writing to the grievant within seven (7) contract days of the meeting.

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

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

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

V. MISCELLANEOUS

(A) Payment of Changed Compensation:

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

(B) Duration of Agreement:

This contract shall continue in effect until a successor contract is adopted. Vertical and horizontal placement and health insurance shall remain in effect until a successor contract is reached. At such time as a successor contract is reached, salary schedule placement, salary adjustments and all other terms of the successor contract shall be retroactive to the beginning of the contract year covered by the successor contract.

(C) Severability:

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

(D) Totality of Agreement and Management Rights:

The parties acknowledge that this contract represents all of the understandings and agreements arrived at through collective bargaining; and that it shall constitute the entire agreement between the parties for the life of the contract. Nothing herein shall preclude the

parties from mutually agreeing to alter, amend, supplement, delete, enlarge, or modify any of the provisions of this contract.

WITNESS our hands this ____ day of _____ 2023.

BOARD OF EDUCATION

_____
President
Ralston Board of Education

SIGN LANGUAGE INTERPRETERS

_____
Representative
Sign Language Interpreters –
Ralston Education Association

_____
Chief Negotiator
Sign Language Interpreters -
Ralston Education Association

Appendix A

Step	N/Q	4.0-4.49	4.0-4.49+AS	4.0-4.49+BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$23.04	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65
2		$24.65	$24.65	$24.65	$25.23	$25.23	$25.23
3		$25.23	$25.23	$25.23	$25.82	$25.82	$25.82
4		$25.82	$25.82	$25.82	$26.44	$26.44	$26.44
5		$26.44	$26.44	$26.44	$27.07	$27.07	$27.07
6		$27.07	$27.07	$27.07	$27.72	$27.72	$27.72
7		$27.72	$27.72	$27.72	$28.39	$28.39	$28.39
8		$28.39	$28.39	$28.39	$29.08	$29.08	$29.08
9		$29.08	$29.08	$29.08	$29.79	$29.79	$29.79
10		$29.79	$29.79	$29.79	$30.52	$30.52	$30.52
11		$30.52	$30.52	$30.52	$31.27	$31.27	$31.27
12		$31.27	$31.27	$31.27	$32.05	$32.05	$32.05
13		$32.05	$32.05	$32.05	$32.85	$32.85	$32.85
14		$32.85	$32.85	$32.85	$33.67	$33.67	$33.67
15			$33.67	$33.67	$34.52	$34.52	$34.52
16			$34.52	$34.52		$35.39	$35.39
17				$35.39		$36.28	$36.28
18				$36.28			$37.21
19							$38.16

Appendix B

(Pre 2016 certification)

Step	3.5-3.99	3.5-3.99 +AS	3.5-3.99 +BS	4.0-4.49	4.0-4.49+AS	4.0-4.49 +BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$23.54	$23.54	$23.54	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65
2	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65	$25.23	$25.23	$25.23
3	$24.65	$24.65	$24.65	$25.23	$25.23	$25.23	$25.82	$25.82	$25.82
4	$25.23	$25.23	$25.23	$25.82	$25.82	$25.82	$26.44	$26.44	$26.44
5	$25.82	$25.82	$25.82	$26.44	$26.44	$26.44	$27.07	$27.07	$27.07
6	$26.44	$26.44	$26.44	$27.07	$27.07	$27.07	$27.72	$27.72	$27.72
7	$27.07	$27.07	$27.07	$27.72	$27.72	$27.72	$28.39	$28.39	$28.39
8	$27.72	$27.72	$27.72	$28.39	$28.39	$28.39	$29.08	$29.08	$29.08
9	$28.39	$28.39	$28.39	$29.08	$29.08	$29.08	$29.79	$29.79	$29.79
10	$29.08	$29.08	$29.08	$29.79	$29.79	$29.79	$30.52	$30.52	$30.52
11	$29.79	$29.79	$29.79	$30.52	$30.52	$30.52	$31.27	$31.27	$31.27
12	$30.52	$30.52	$30.52	$31.27	$31.27	$31.27	$32.05	$32.05	$32.05
13	$31.27	$31.27	$31.27	$32.05	$32.05	$32.05	$32.85	$32.85	$32.85
14		$32.05	$32.05	$32.85	$32.85	$32.85	$33.67	$33.67	$33.67
15		$32.85	$32.85		$33.67	$33.67	$34.52	$34.52	$34.52
16			$33.67		$34.52	$34.52		$35.39	$35.39
17			$34.52			$35.39		$36.28	$36.28
18						$36.28			$37.21
19									$38.16

NEGOTIATED AGREEMENT

For the 2023-24 School Year

SIGN LANGUAGE INTERPRETERS OF THE
RALSTON EDUCATION ASSOCIATION

And

RALSTON BOARD OF EDUCATION

AGREEMENT

This contract for the 2023-24 academic year is entered into by the Board of Education of the School District of Ralston**,** hereinafter referred to as the Board, and the Sign Language Interpreters of the Ralston Education Association, hereinafter called the Bargaining Unit.

I. RECOGNITION

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

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

(A) Written competency

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

AND

(B) Skill competency

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

II. COMPENSATION

(A) Salary Schedule and Base Salary:

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

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

For contract year 2023-2024 only, each SLI employee currently at the bottom of the salary schedule for their respective placement will receive a minimum of $1.50 per hour increase on their base salary. At the conclusion of this contract this additional language shall be removed.

(B) Initial Placement:

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

For the contract year 2023-24 only, any sign language interpreter who, during the 2022-2023 school year, passed the EIPA written test and attained a competency skill level identified in this contract shall be placed in the appropriate column on step two of the salary schedule (Appendix A). At the conclusion of this contract this additional language shall be removed.

(C) Vertical Advancement:

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

(D) Longevity

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

(E) Horizontal Advancement:

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

1. Salary credit will be given to Sign Language Interpreters as they move across the Salary Schedule due to increased education level, and/or increased EIPA score. (See Appendix A and B). Any test date prior to June 30th of the current contract year will be accepted for credit for the following school year.

2. Any change in education or certification levels must be authenticated through HR before November 1st of the salaried year. All changes after November 1st will not be honored until the beginning of the next school year.
3. Any change to a Sign Language Interpreter's compensation due to horizontal advancement shall be credited on December 1st, and movement on the salary scheduled shall take place accordingly. Payment is retroactive to September 1st.

For sign language interpreters who have not yet met the minimum written and skill competency levels established in Part 1, subsections A and B of this contract by June 30th:

1. Any change to a Sign Language Interpreter's compensation due to an increased EIPA score will become effective on the next pay cycle after the district receives an official EIPA score report from the staff member. Payment shall not be retroactive to the start of the district's fiscal year (September 1st).

(F) Part-Time/Job-Sharing:

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

(G) Duty Hours/Days:

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

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

In the event the district in which a SLI is assigned (Ralston or another district) reduces the number of student days, the SLI will be assigned to duties equal to the number of student days lost. If the district chooses not to make up the days, the SLI will not be docked for unworked hours/days.

(H) Overtime:

Covered SLI 's will be compensated at the rate of one and one half times their regular hourly rate for any time over forty (40) hours worked in anyone week. Paid sick leave and paid

personal leave will be considered as hours worked. A duty-free lunch (30 minutes) will not be considered as hours worked.

(I) Minimum Compensation:

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

(J) District Closure:

In the event the building in which the SLI works closes due to snow or other emergency, the days/hours will be rescheduled unless the district decides not to reschedule, or other unforeseeable situations arise that are out of the interpreters' control, the SLI will not be docked.

For the 2023-24 year only, SLIs may opt to participate in up to 7.5 hours of district approved, online professional development activities on days when the district is temporarily closed due to snow or other emergencies. The district will compensate any SLI who chooses to participate in an online, professional development activity at their normal hourly rate if the following conditions are met:

- The online professional development activity cannot be completed during a workday (unless the district is closed due to inclement weather or other emergencies) or when the SLI is providing any service to the district.
- The online professional development activity may be completed in one or more sessions prior to the snow/district closure day but cannot not exceed 7.5 hours for each day the district is temporarily closed.
- An online professional development activity that has been previously completed may not be resubmitted for compensation by the SLI during the same academic year.
- The SLI must submit documentation regarding the completion of all online professional development activities no later than 10:00 p.m. on the Sunday of the week when the district was closed. The documentation must include (a) the name of the SLI, (b) the number of hours that were completed, and (c) the date(s) when the online professional development work was completed. For online PD that is more than 7.5 hours in duration, a screen shot of the SLI's progress may be submitted if a certificate is not provided.
- SLIs may not submit for compensation more than 30 hours (4 days) of online professional development in an academic year unless the district waives this requirement.
- SLIs who are eligible to participate in online professional development activities may opt not to participate in this program on days when their assigned district is closed. Those that choose to do so will forfeit all pay for that day.

SLIs engaged in remote or e-Learning activities when their host district is temporarily closed due to snow or other emergencies may not participate in paid, online professional development activities for that day.

(K) Late start:

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

(L) Remote or eLearning instruction:

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

(M) Leave of Absence:

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

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

(N) Separation:

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

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

(O) Professional Development:

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

III. INSURANCE BENEFITS

(A) Term Life Insurance:

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

(B) Disability Income Insurance:

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

(C) Health and Accident Insurance:

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

1. The board will provide each eligible SLI with EHA $1,050 Deductible PPO Group Health coverage, including individual PPO dental insurance coverage (100% A, 75% B with 50% C coverage) SLI's must work six (6) hours or more per day to be considered eligible. SLI's will pay 4% per month of the monthly premium. New SLI's are not covered by Health Insurance until September.
2. If hired after the start of the school year, coverage begins on the first day of the month following employment.
3. If the SLI works less than six (6) hours, he/she will pay a prorated portion of the premium.

4. A qualifying SLI may elect to receive $2,750 in lieu of individual coverage through the district PayFlex plan. The amount of the payment will be prorated for a part-time SLI who elects this option. Any qualifying SLI who elects to receive such payments in lieu of health insurance coverage will sign a waiver of insurance that will be placed in the SLI's file.
5. SLI's have the option to purchase additional dental insurance at the employee's expense.
6. The board will be responsible for the processing of all health and accident insurance premiums and contributions to PayFlex accounts in such a manner that will not create a tax liability for SLI's.

IV. FRINGE BENEFITS

(A) Eye Examination:

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

(B) Hearing Exam:

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

(C) Sick Leave:

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

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

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

Compensation benefits, accumulation of sick leave, vacation time and personal leave all cease until the employee returns to work.

(E) Unused Sick Leave

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

(F) Personal Leave:

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

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

(G) Holidays:

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

(H) Bereavement Leave:

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

(I) Judicial Leave:

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

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

(J) Association Leave:

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

(K) Payroll Deduction:

The Board will provide payroll deduction of dependent life insurance premiums, short and long-term disability premiums, and for other purposes agreed upon by the employee and the District in writing. In addition, the Board reserves the right to perform payroll deductions that are court-ordered, regardless of approval by the employee.

(L) Grievance Procedure:

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

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

Written Presentation: All grievances shall set forth in writing the facts giving rise to the grievance, the provision(s) of the contract alleged to have been violated, the name(s) of the grievant(s), and the remedy sought by the grievant(s). All grievances shall be signed and

dated by the aggrieved SLI at each step of the grievance procedure. If a grievant withdraws the grievance and the Bargaining Unit pursues the grievance, a Bargaining Unit representative shall sign and date the grievance. All written answers submitted by the District shall be signed and dated by the appropriate District representative. The Bargaining Unit shall be notified in writing of any settlement. A settlement shall not be inconsistent with the terms of the negotiated contract or Board policy.

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

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

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

Step 1 - Written Grievance to the Principal/Supervisor. Generally, a grievance will be filed with the grievant's immediate supervisor. However, the grievance shall be filed initially at the level at which the grieved action or event occurred. The grievant shall present the grievance to his or her principal/supervisor in writing within ten (10) contract days from the date that the grievant knew or should have known of the incident giving rise to the grievance. A meeting between the principal/supervisor and grievant shall be held within seven (7) contract days of receipt of the written grievance. The principal/supervisor shall submit his or her determination in writing to the grievant within seven (7) contract days of the meeting.

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

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

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

V. MISCELLANEOUS

(A) Payment of Changed Compensation:

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

(B) Duration of Agreement:

This contract shall continue in effect until a successor contract is adopted. Vertical and horizontal placement and health insurance shall remain in effect until a successor contract is reached. At such time as a successor contract is reached, salary schedule placement, salary adjustments and all other terms of the successor contract shall be retroactive to the beginning of the contract year covered by the successor contract.

(C) Severability:

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

(D) Totality of Agreement and Management Rights:

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

WITNESS our hands this ____ day of _____ 2023.

BOARD OF EDUCATION

_____
President
Ralston Board of Education

SIGN LANGUAGE INTERPRETERS

_____
Representative
Sign Language Interpreters –
Ralston Education Association

_____
Chief Negotiator
Sign Language Interpreters -
Ralston Education Association

Appendix A

Step	N/Q	4.0-4.49	4.0-4.49+AS	4.0-4.49+BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$23.04	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65
2		$24.65	$24.65	$24.65	$25.23	$25.23	$25.23
3		$25.23	$25.23	$25.23	$25.82	$25.82	$25.82
4		$25.82	$25.82	$25.82	$26.44	$26.44	$26.44
5		$26.44	$26.44	$26.44	$27.07	$27.07	$27.07
6		$27.07	$27.07	$27.07	$27.72	$27.72	$27.72
7		$27.72	$27.72	$27.72	$28.39	$28.39	$28.39
8		$28.39	$28.39	$28.39	$29.08	$29.08	$29.08
9		$29.08	$29.08	$29.08	$29.79	$29.79	$29.79
10		$29.79	$29.79	$29.79	$30.52	$30.52	$30.52
11		$30.52	$30.52	$30.52	$31.27	$31.27	$31.27
12		$31.27	$31.27	$31.27	$32.05	$32.05	$32.05
13		$32.05	$32.05	$32.05	$32.85	$32.85	$32.85
14		$32.85	$32.85	$32.85	$33.67	$33.67	$33.67
15			$33.67	$33.67	$34.52	$34.52	$34.52
16			$34.52	$34.52		$35.39	$35.39
17				$35.39		$36.28	$36.28
18				$36.28			$37.21
19							$38.16

Appendix B

(Pre 2016 certification)

Step	3.5-3.99	3.5-3.99 +AS	3.5-3.99 +BS	4.0-4.49	4.0-4.49+AS	4.0-4.49 +BS	4.5-5.0 (or NIC)	4.5-5.0+AS (or NIC)	4.5-5.0+BS (or NIC)
1	$23.54	$23.54	$23.54	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65
2	$24.09	$24.09	$24.09	$24.65	$24.65	$24.65	$25.23	$25.23	$25.23
3	$24.65	$24.65	$24.65	$25.23	$25.23	$25.23	$25.82	$25.82	$25.82
4	$25.23	$25.23	$25.23	$25.82	$25.82	$25.82	$26.44	$26.44	$26.44
5	$25.82	$25.82	$25.82	$26.44	$26.44	$26.44	$27.07	$27.07	$27.07
6	$26.44	$26.44	$26.44	$27.07	$27.07	$27.07	$27.72	$27.72	$27.72
7	$27.07	$27.07	$27.07	$27.72	$27.72	$27.72	$28.39	$28.39	$28.39
8	$27.72	$27.72	$27.72	$28.39	$28.39	$28.39	$29.08	$29.08	$29.08
9	$28.39	$28.39	$28.39	$29.08	$29.08	$29.08	$29.79	$29.79	$29.79
10	$29.08	$29.08	$29.08	$29.79	$29.79	$29.79	$30.52	$30.52	$30.52
11	$29.79	$29.79	$29.79	$30.52	$30.52	$30.52	$31.27	$31.27	$31.27
12	$30.52	$30.52	$30.52	$31.27	$31.27	$31.27	$32.05	$32.05	$32.05
13	$31.27	$31.27	$31.27	$32.05	$32.05	$32.05	$32.85	$32.85	$32.85
14		$32.05	$32.05	$32.85	$32.85	$32.85	$33.67	$33.67	$33.67
15		$32.85	$32.85		$33.67	$33.67	$34.52	$34.52	$34.52
16			$33.67		$34.52	$34.52		$35.39	$35.39
17			$34.52			$35.39		$36.28	$36.28
18						$36.28			$37.21
19									$38.16

5013
Student Searches by School Staff

Authority to Conduct Reasonable Cause Searches. Multiple state and federal laws permit the board to establish health, safety, and discipline rules governing students. The law permits searches when there is a reasonable suspicion that a search will lead to evidence that the student is violating the law, board policy, or other school rules, and the search is reasonably limited in scope. This policy is designed to clarify and implement the board's authority under the law and to authorize the use of metal detecting wands as a component of reasonable suspicion searches.

Need for Searches. The district has seen a marked increase of disciplinary issues related to possession of vaping devices, along with other contraband and unsafe items on school grounds, in school vehicles, and at school activities. Possession of these items disrupts the educational environment and poses a substantial risk to the health and safety of students, school personnel, and patrons, but many of the items of concern are difficult to detect and may be hidden by students intentionally. For these and other reasons, the board authorizes reasonable searches of students' possessions and their persons by trained school administrators, including the use of metal detecting wands.

Use of Wands. Use of a metal detecting wand is intended to detect concealed items after there is reasonable suspicion of student misconduct justifying a search. This policy is not designed to suggest or require that all students are searched by wand without reasonable suspicion. The use of the wand will allow for searches to be conducted in a minimally invasive manner after the administration has reasonable suspicion to search.

Any search of a student's person as a result of reasonable suspicion shall be conducted in private, and it is required that search be conducted in the presence of at least two school staff members. The student and their possessions may be scanned with a wand by a trained administrator. If the wand detects metal on the student, the student will be asked to remove any potential sources of metal from that area. If the wand alerts a second time, staff may conduct additional searches, which may include asking the student to empty and turn out their pockets, remove their coats, shoes, hats or other non-invasive items of clothing.

If the wand detects metal in a student's backpack, bag, coat, purse, or other possession, the student will be asked to remove all metal items. If the wand alerts a second time, staff may search the item to determine the source.

In the event of student refusal or defiance during a wand search, authorized personnel may conduct other types of searches if permitted by law; may discipline the student for failure to comply; and may refer the matter to appropriate law enforcement authorities.

Handling Search Results. Upon discovering any prohibited item, the appropriate administrator will confiscate the item, notify the student's parents or guardians, and make any other report as required by law. Discipline or other exclusion may be imposed as permitted by law and district policy at the discretion of the administration. In circumstances where the item may appropriately be returned to the student, the student's parent or guardian may be asked to retrieve the item.

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

5013
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Use of Wands. Use of a metal detecting wand is intended to detect concealed items after there is reasonable suspicion of student misconduct justifying a search. This policy is not designed to suggest or require that all students are searched by wand without reasonable suspicion. The use of the wand will allow for searches to be conducted in a minimally invasive manner after the administration has reasonable suspicion to search.

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

Elementary Family and Student Handbook Updates - 2022-2023

The following is a summary of changes made to the Elementary Family and Student Handbook for the 2022-2023 school year.

Page 1 & 2 - Cover Pages
- Updated dates and titles

Page 5 - RPS Purpose Statement
- Added words *and inclusion* to be consistent with district communication

Page 10 - Elementary Fees
- Updated the fee costs as approrpiate

Pages 12 & 13 - Dress Code
- Adjusted dress code to mirror Ralston Middle School Dress Code

Pages 23 & 24 - Non-discrimination Language
- Updated language to reflect current changes

Page 33 - Health Statement
- Deleted language regarding *COVID changes*

Page 36 - School-Caregiver Compact
- Updated dates

Ralston
PUBLIC SCHOOLS

Elementary
Student & Family Handbook
2022-2023

Administrative Office
Address: 8545 Park Drive, Omaha, Nebraska 68127
Administrative Office Phone: 402.331.4700 Fax: 402.331.4843
Spanish Hotline: 402.898.3454 Website: www.ralstonschools.org

BOARD OF EDUCATION

Dr. Jay Irwin
Elizabeth Kumru
Robin Richards
Merv Riepe
Mary Roarty
Samantha Willey

DISTRICT ADMINISTRATORS

Dr. Mark Adler – Superintendent
Mr. Jason Buckingham – Assistant Superintendent of Business
Dr. Cecilia Wilken – ~~Director of Teaching & Learning~~ Assistant Superintendent for Learning
Dr. Mike Rupprecht – Executive Director of Human Resources
Mrs. Melissa Stolley – Director of Student Services
Mrs. Diane L. Meyer - Director of Suburban Schools'/Metro Regional Program

Building	Administrator	Address	Phone
Blumfield Elementary	Mr. Casey Knight Mr. Malachi Behrens	10310 Mockingbird Drive	402.331.0891
Karen Western Elementary	Mr. Andrew Mather	6224 'H' Street	402.731.7477
Meadows Elementary	Ms. Lisa Schroeder	9225 Berry Street	402.339.6655
Mockingbird Elementary	Mr. Brian Ferguson Mr. Malachi Behrens	5100 South 93rd Street	402.331.6954
Seymour Elementary	Ms. Jody Blessen	4900 South 79th Street	402.331.0540
Wildewood Elementary	Mrs. Ashley Holmes	8071 Ralston Avenue	402.331.6475

Overview - Page 5 Accreditation Ralston Public Schools Purpose statement Ralston Public Schools Direction statement Ralston's educational beliefs Board of education policies Right to handbook notice Phone & Email communication Parent-Teacher conferences	**Communication - Page 6** Progress reports School publications Notice of Parental Rights
Day to Day - Page 7 Class treats/gifts/flowers/party invitations Lost clothing Skateboards/scooters Sports equipment Student fees, fines and charges Elementary fee list Telephone messages Toys Valuables Visitors to school	**Code of Conduct & Disciplinary Action - Page 11** Student conduct General conduct of students Dress code Use of Tobacco Products Illegal Substances Sniffer Dogs Weapons in the schools School bus/van rules and regulations Student discipline Emergency Exclusion
Acadenics - Page 21 Instructional materials and activities Student assistance teams Field trips Prekindergarten Child Find notice Complaint regarding printed materials	**Meals - Page 22** Breakfast/lunch program Lunch room behavior
Extended Day - Page 24 Extended day care program (Lil' Rams) Intramural activities	**Enrollment & Student Placement - Page 24** Entrance age Change of residence/phone number Placement of students in classes Transfer or withdrawal from school Within district transfers of students
Attendance - Page 25 Time of arrival Absence procedures Compulsory attendance and excessive absenteeism Leaving before the end of the day Release of student to non-custodial parent Nebraska compulsory attendance law	**School Property & Student Safety - Page 28** Safety Safety drills Bicycle rules Inclement weather – School closing/considerations Animals on School Grounds
Medical - Page 29 Communicable diseases Emergency care of a student First aid Immunizations Medication Physical examinations Summary of communicable diseases and contagious conditions	**Family Engagement - Page 33** Parental/Guardian involvement in educational practices Standards and benchmarks for parent involvement Policy 5018 Parent/Guardian involvement in educational practices Title I: School-Parent Compact

Technology - Page 36 Student internet and computer use Technology in Ralston Elementary & Middle Schools Acceptable Use Policy Cell phones Online grading site Student internet and computer access Policy 5063 Audio & Video Recording	**Policies & Procedures - Page 40** Policy 5022 Investigations, Arrests, & Other Student Contact by Law Enforcement or Healthy & Human Services Policy 3053 Notice of non-discrimination Parent concern procedures Records available for review Grievance procedure for discrimination claims Notice to parents – Professional qualifications Testing Policy Parental/Guardian Notification of Student Surveys

OVERVIEW

RALSTON PUBLIC SCHOOLS PURPOSE STATEMENT

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

RALSTON PUBLIC SCHOOLS DIRECTION STATEMENT

Cultivating resilient citizens prepared for the diverse demands of the future.

THE RALSTON PUBLIC SCHOOLS BELIEVES…

- An educational process is a partnership involving the school, the family, the student, and the community.
- Students learn best when they are actively engaged in the learning process.
- All students can learn.
- Students learn best when schools maintain high expectations for learning.
- The foremost responsibility of any educational organization is the student.
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world.

ACCREDITATION

Ralston Public School District has achieved AdvancED district accreditation.

BOARD OF EDUCATION POLICIES

Board of Education policies can be accessed on the district website: www.ralstonschools.org.

RIGHT TO HANDBOOK NOTICE

Handbooks will be available on the district and school websites. Notification of the web address and location to links will be provided to all students. In addition, any parent or student may request a printed copy of the handbook. A copy of the general rules of conduct will be posted in a conspicuous place in each school building.

COMMUNICATION

PHONE & EMAIL COMMUNICATION

To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a messaging platform to announce or remind our students and parents/guardians about important upcoming events. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages may come in the form of a pre-recorded phone call, text, push alert through the RPS Mobile App, and in other cases, will be accompanied by an email.

PARENT-TEACHER CONFERENCES

Parent-teacher conferences are scheduled twice a year. If additional conferences are desired, parents are encouraged to contact their child's teacher or principal. Appointments for the conference will be made at a mutually convenient time. Conferences are designed to share information between parent(s) and teachers. Parents are encouraged to attend each of the scheduled conferences.

PROGRESS REPORTS

Student progress will be formally reported to parents four times each school year. The main purpose of the reporting system is to communicate to the parent and the student, the teacher's assessment of the student's growth and development. A child's achievement in the academic areas is based on his/her ability and performance. Achievement markings are given based on the progress the child has made as they work on those materials that are educationally appropriate for him/her.

SCHOOL PUBLICATIONS

Each building will provide a newsletter to parents with updated information specific to your child's school. School Board policies, handbooks, and curriculum information are available at each school building and online at: www.ralstonschools.org.

NOTICE OF PARENTAL RIGHTS

The Family Education Rights and Privacy Act and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

Directory information is information from an education record of a student which would not generally be considered harmful or, if it were disclosed, an invasion of privacy. For example, an athletic program, which lists the names of team members, their heights and/or weights, and an academic program which lists the names of students receiving academic awards both contain directory information. Directory information includes the following information about a student:

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent. Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Ralston Public Schools has defined directory information for media purposes.
Several times during the school year, local media (TV, radio, newspaper, etc.) visit Ralston schools for newsworthy items, school happenings, holidays, local interest items and interview/photograph students for newspaper articles, TV news items, and promos. Media events are considered directory information.

Ralston Public Schools has defined directory information for the use of the Web (www.ralstonschools.org).
All Ralston schools and district Internet Web pages are considered directory information. Internet Web pages (schools and districts) may contain pictures and names of students.

Internal/External use of information: Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other educational institutions and professionals in accordance with law. Please refer to this student handbook referencing Parental/Guardian Access to Student Records and Routine Directory Information (Policies 5016 and 5017). If you disagree with the way directory information may be used, please complete a written objection in writing, available at 8545 Park Drive, Omaha, NE 68127. The objection should be completed by the 1st of September of the current school year.

DAY TO DAY

CLASS TREATS/GIFTS/FLOWERS/PARTY INVITATIONS

For the safety of our students, homemade food items will not be permitted. Treats for birthdays or other special occasions must be purchased from a store and must arrive in the original store container. We encourage you to consider alternative non-edible treats such as pencils, erasers, or buying a book for the classroom as ways to celebrate your child's birthday. Gifts/flowers may be delivered to the office but will be kept in the office until the end of the school day.

Party invitations that include the **entire class** can be distributed at school. Invitations that are only for select students need to be mailed by parents. The school is not permitted to provide other student information to mail or contact other families.

LOST CLOTHING

All clothing the student would normally remove while in school should be marked with the child's first and last names. If an article of clothing is lost, the student should check in the lost and found area. Periodically throughout the year, the school will donate to charitable organizations clothing placed in the lost and found area that has not been claimed.

SKATEBOARDS/SCOOTERS

Safety concerns dictate that skateboards, scooters, and similar play items are not allowed on school property.

SPORTS EQUIPMENT

Such articles as hockey sticks, gloves, mitts, bats, toys, skates, etc. should not be brought to school without prior permission from the principal.

TOYS

To help eliminate classroom disturbance, disagreements on the playground, and to prevent loss or breakage, toys

should not be brought to school. An exception to this rule will be made if the toy is to be used in "show and tell" and has been approved by the teacher. In this case the toy should be brought to school in a sack or book bag and taken out only for the purpose of and during classroom "show and tell" time. **The student and his/her parent assume liability for any personal items brought to school**.

STUDENT FEES, FINES AND CHARGES

The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally-required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted.

PART ONE:
The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted below.

Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.

2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraise and/or seek donations according to District policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

Materials for course project: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school

store.

Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication in the student handbook.

Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument, except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the district shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student.

The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

Yearbook: Students may be charged for the purchase of a yearbook.

Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's files or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

PART TWO:
Student Fee Fund: Fees that are charged to students pursuant to PART ONE, shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees: Fees that are charged pursuant to PART ONE, subsections A and C shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced- price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building principal. Once the school district has

received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students.

ELEMENTARY FEE LIST

Fees Assessed:
Transcripts: $1.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Lunch Prices: $2.60, Reduced Lunch: $0.40
8 oz. Milk: $0.50, 4 oz. Juice: $0.50
Breakfast: $1.55, Reduced: $0.30
Recommended Items - Not Required
Backpack
Water bottle
Paint shirt

Required clothing
Select vocal music group attire: $25.00
Rubber soled athletic shoes for PE

Optional Items Available for purchase
Ralston High School Activity Ticket-$~~40~~50.00
Yearbook- $10 to $20
Student Picture Packages-$6.50-$25
Printed clothing
Paperback books for personal ownership

Donations and Fundraising:
As approved by the Superintendent or designee

TELEPHONE MESSAGES

Except in an emergency, placing telephone calls to a student during the school day is discouraged. When it is necessary to get a message to a student, please call the school office. We will attempt to deliver the message to the student. **Please call 30 minutes prior to dismissal to ensure that staff have adequate time to get the message to your child.**

VALUABLES

Students are discouraged from bringing valuables to school. Secure locations for personal items may not be available and the school does not assume responsibility for non-approved items brought to school.

VISITORS TO THE SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians/patrons, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following:
    a. Disruption to the educational environment;
    b. Distraction to students and staff;

c. Confidentiality of students and staff;
d. Safety of students and staff.

II. Parent/Guardians/Patrons
   a. Parents/Guardians wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator.
   b. Parents/Guardians attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
   c. Parents/Guardians/Patrons attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
   d. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class for a segment of time that does not interfere with the educational process.
   e. All visitors will report to the school office upon arrival and departure.

III. Visitation by Students
   a. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
   b. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian.

IV. Program Visitations
   a. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

CODE OF CONDUCT & DISCIPLINE

STUDENT CONDUCT

Bullying Prohibited. Bullying disrupts a school's ability to educate students, threatens public safety by creating an atmosphere in which such behavior can escalate into violence.

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

Bullying Defined. Bullying means any intentionally hostile or offensive verbal, written, graphic, demonstrative, electronic, or physical act that has the purpose of exerting domination over another student through the act of intimidating, frightening, oppressing, or adversely controlling the student, and that is disruptive of the educational process, or any ongoing pattern of physical, verbal, written, graphic, demonstrative, or electronic abuse, on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events. This may include, but is not limited to, verbal, graphic, written, or electronic activities such as name-calling, taunting, blackmailing, inciting to fight, terrorizing, or physical or demonstrative activities such as poking, blocking or impeding, following, hair pulling, mock hitting motions, intentionally bumping, tripping, and damaging clothing.

Sexual Harassment. Sexual harassment is defined as any unwelcome act of a sexual nature. It may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or non-verbal sexual

comments or physical conduct of a sexual nature. Any offenses that meet the definition of sexual harassment may result in suspension or potential reassignment based on the severity of the incident. Legal authorities may be contacted.

GENERAL CONDUCT OF STUDENTS

Students are expected to conduct themselves in an orderly, dignified, and respectful manner at all times. This applies to student interactions with other students, staff members, and visitors. Violence will not be tolerated. Any such actions on the part of students will result in immediate consequences, as outlined in school board policy and/or Nebraska statutes. Consequences may include student exclusion, suspension and/or expulsion. (See Appendix) Student discipline shall conform to the general rules of conduct that are stated in the Board approved handbooks. (Policy 5035)

Principles and General Procedures: It is the philosophy of the School District of Ralston that appropriate behavior is of great importance in schoolwork, and that all feasible means should be employed to help each student develop skills in self-discipline. Students are expected to follow school and classroom rules, and to be courteous to all of their associates. Such learning may call for control of student conduct by adults.
Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at his/her building of attendance or any other district building and/or school related activity or for any other action prohibited by state statute.

Students may be kept after school at the discretion of a staff member. In such cases, every effort will be made to notify the parents. If a parent cannot be reached, the student will be allowed to leave, but may be kept before or after school on another day after parent notification. If two students are involved in an act of misconduct, the school is not permitted to share the consequences of another student with the other parties parents/guardians.

DRESS CODE

The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. ~~Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are:~~
    a. ~~Any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)~~
    b. ~~Sagging pants.~~
    c. ~~No bare midriffs~~
    d. ~~No spaghetti straps, tank tops with less than 2 inch sleeves on both arms, or strapless tops may be worn.~~
    e. ~~Pants/clothing with tears/missing fabric that reveals excessive skin.~~
2. ~~Students must wear shoes or sandals at all times, no slippers.~~
3. ~~Students will not be allowed to wear hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept in backpacks during the day from 7:30 to 3:30. Bandana printed items may not be worn or displayed.~~

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.
    e. Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider.
    f. No pants/clothing with tears/missing fabric that reveals excessive skin.
2. Students must wear shoes or sandals at all times, no slippers.
3. Students will not be allowed to wear sunglasses, hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
4. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

ILLEGAL SUBSTANCES

State law and Board of Education policy strictly prohibits students from having tobacco products, alcoholic beverages or drugs at school. Violation of this policy will result in appropriate disciplinary action, and may cause the student to be suspended or expelled from school.

USE OF TOBACCO PRODUCTS

The use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

SNIFFER DOGS

The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection (Policy 3045).

WEAPONS IN SCHOOLS

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

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

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

SCHOOL BUS/VAN RULES AND REGULATIONS

These rules apply to all means of district provided transportation.

1. The driver is responsible for the students and the safety of the bus
2. Students will be picked up and /or dropped off at the pre-arranged location and time.
3. The driver will wait for up to 3 minutes for a student at a stop, after which time the driver will travel to the next stop.
4. Students are to follow school rules while riding on the bus: Be Safe, Be Responsible, Be Respectful.
    a. Students are to follow the directions of the bus driver
    b. No food or drink allowed on the bus at any time
    c. Hands and feet must remain in the bus at all times
    d. Students will remain seated while the bus is moving
    e. Students will wear seat belts when available
5. Students are responsible for any damages they create to the bus
6. Students will be discharged ONLY to regular stops unless otherwise pre-approved through the Director of Transportation.

Students may be suspended from riding privileges for failure to follow any of these regulations.

STUDENT DISCIPLINE

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

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

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

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

Expulsion

1. **Meaning of Expulsion.** Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days

prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period.

2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even*

the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant);

7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
    e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
    f. Possession of pornography;
    g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
    h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
    i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them;

sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;

j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of

(a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (Neb. Rev. Stat. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

TOBACCO & VAPING

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems;, alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Per school board policy, our campuses are smoke-free. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any events the day of the

possession or use.

EMERGENCY EXCLUSION

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

(a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

(b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

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

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

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

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

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

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

Examination of Student's Records and Affidavits. Prior to the hearing, the student and his/her

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

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

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

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

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

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

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

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

ACADEMICS

INSTRUCTIONAL MATERIALS AND ACTIVITIES

The District will provide access to textbooks and other curriculum materials used in Ralston schools for parental review. If any materials appear questionable to a parent / guardian, a request may be made to have the material reviewed by a panel of teachers and parents. It is Ralston Public School's intent to keep parents well informed. Parents and guardians are welcome at any assembly, counseling session, or other special educational activity. Please contact the building principal prior to the event to ensure space may be provided.

STUDENT ASSISTANCE TEAMS

When a student experiences difficulties with learning or behavior in school, the teacher will consult the student's parent(s). If the problem persists the teacher or other school personnel may also seek the advice or suggestions of other teachers. Sharing of expertise among educators whether the problem is simple or complex, often promotes desirable solutions. At each elementary school, appropriate personnel, referred to as the Student Assistance Team (S.A.T.), meet regularly to assist in providing the most desirable education opportunities for the students.

The S.A.T. usually consists of regular educators including the student's teacher, parent(s), and other personnel who may be appropriate to consider the problem at hand. Staff members who will be included on the team are general education classroom teachers, administrators and school counselors or reading specialists. Special education staff may be involved occasionally as needed. Parents will receive a notice and be involved throughout the SAT process.

The goal of the team is to share information in a problem-solving discussion. The classroom teacher will bring evidence to demonstrate the difficulty occurring within the classroom. As a team, the members will discuss possible causes for the difficulty. After a cause has been identified team members will give recommendations. The recommendations will become interventions. Once the interventions have been identified, persons responsible will be identified as well as a timeline. Generally a S.A.T. intervention will be tried for approximately 30-45 hours of intervention. This allows for accurate data collection on whether the intervention was appropriately identified and successful. At the end of approximately 30-45 hours of intervention a S.A.T. 2 meeting will occur. At this meeting results of the interventions will be shared. The team will determine if the appropriate level of success has been reached. Additional interventions may be put in place and monitored for another 30-45 hours of intervention. If the team feels that appropriate interventions have been in place and the child is not making significant progress a further recommendation for testing may be made. Parents are encouraged to participate and be involved throughout the entire S.A.T. process.

FIELD TRIPS

Students in prekindergarten through sixth grade will have the opportunity to participate in field trips throughout their educational experience. Information about specific field trips where students leave the building will be sent home to parents and guardians prior to the field trip. This includes transportation to other buildings for school-related events (e.g. concerts, orientation, etc.). Parents/guardians will sign a permission slip sent home by the teachers.

On field trips, parents are not typically able to ride the bus due to the limited amount of space on the bus. Therefore, if parents/guardians plan on attending field trips, they may be asked to provide their own transportation.

PREKINDERGARTEN

Ralston Public Schools offers prekindergarten programming in all elementary buildings. Prekindergarten Handbooks are provided to each parent/guardian over the summer before school begins. Prekindergarten screenings are held in the spring and summer for the following school year. For information please contact the District Office at 402-331-4700.

CHILD FIND NOTICE

Ralston Public Schools has an ongoing goal of locating and identifying all children, birth through age 21, who have special needs. The district will provide any child or youth who has a disability an appropriate public education at no cost to the parents of the child. Children or youth with disabilities are those who have hearing impairments, vision impairments, behavioral disorders, deafness, blindness, health impairments, specific learning disabilities, mental disabilities, autism, or traumatic brain injuries. In addition, children and youth with any disability which substantially limits a major life activity may receive modifications to allow them access to an appropriate education (Section 504 of the Rehabilitation Act, as amended).

Ralston Public Schools requests your help in locating children and youth with disabilities who are eligible to benefit from Special Education. If you know of a child or youth who is a resident of the District, who may have a disability and is not receiving needed services, please contact the Director of Student Services, 8545 Park Drive, Ralston, NE 68127.

COMPLAINT REGARDING PRINTED MATERIALS

Patrons, students or faculty members desiring to make a complaint about any textbook, workbook, or materials used within the Ralston School system should file a written complaint with the building principal. Each building principal serves as a chairperson of a committee composed of faculty, librarian, and lay citizens who will review each complaint on an individual basis and make a decision based upon this review. All decisions are subject to review by the Superintendent of Schools. Patrons in disagreement with the decision reached by the committee and/or the Superintendent may appear before the Board of Education with their complaint.

MEALS

BREAKFAST / LUNCH PROGRAM

Each elementary school will provide a hot lunch for students in grades kindergarten through six for a nominal fee. Students are encouraged to eat at school by purchasing a hot lunch, or they may bring a sack or cold lunch.

The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

The cost for a hot lunch is $2.60 per meal. All hot lunch trays include a carton of milk. Any student who is allergic to milk will be offered a substitute. To qualify for this substitution a written statement from a doctor stating the student is unable to drink milk must be on file in the office of the school.

Students bringing a cold lunch may purchase milk for $.50 or juice for $.50. Carbonated/soda drinks with cold lunches are discouraged.

All Ralston elementary schools offer breakfast. The cost is $1.55.
Parents are strongly encouraged to use the online lunch payment option and to maintain a positive balance in the student's account. For information on how to sign up for and use this option please visit the school's website and click on the "Online Lunch Payment" button.

Any parent wishing to eat with their child will follow the school visitation policy outlined in the Student/Parent Handbook. Anyone planning to eat at school should call the school office by 8:30 a.m. to be included in that day's lunch count. Adult meals cost $2.50 for breakfast and $3.25 for lunch.

A free and reduced price lunch program is available for those qualifying. The cost is $.40 for a reduced lunch and $.30 for a reduced breakfast. Application forms for this program were mailed in August to the parents/guardians of students enrolled in the school district. Additional forms are also available in the school office.

Non-Discrimination Statement

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may

contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

LUNCH ROOM BEHAVIOR

Students will:

1. Talk in normal voice tones at all times.
2. Conduct themselves in a manner that is acceptable to dining in a large group.
3. Eat only their own food.
4. Display good manners.
5. Respect the rights of others.
6. Ask and receive permission before leaving the lunchroom.

Infractions of the above rules will lead to appropriate disciplinary actions by the administrator or the persons assigned to monitor the lunchroom.

EXTENDED DAY

EXTENDED CHILD CARE PROGRAM - LIL' RAMS

The Ralston Schools Foundation offers parent pay extended childcare in each elementary building if there is adequate interest. The hours are 7:00 - 8:00 a.m. and 3:00 - 6:00 p.m. on days school is in session. Extended hours are offered for schools with weekly early dismissal. Please call Sara Ryan, Lil' Rams Director, at (402) 898-3491 for registration and fee information. Registration forms are available at the Ralston Administrative Office, 8545 Park Drive and at ralstonschoolsfoundation.org.

Tuition for Fall 2021:

$ 30.00 weekly for Early Release only (1:30-6:00 pm)
$ 50.00 weekly a.m. only
$ 55.00 weekly p.m. only
$ 70.00 weekly full time
$ 35.00 per day – inservice

INTRAMURAL ACTIVITIES

Intramural activities will be scheduled intermittently throughout the year. Detailed information, along with participation permission slips will be sent to the parent(s) of the students eligible for intramural programs. **For supervision reasons, siblings are not permitted to wait for students participating in intramurals.**

ENROLLMENT & STUDENT PLACEMENT

ENTRANCE AGE

The Ralston School District will admit a child

a. who is age eligible for kindergarten based on their age (must be 5 on or before July 31st of the current year)
b. who is age eligible for prekindergarten based on their age and meeting eligibility criteria
c. whose parent or guardian requests such entrance and provides an affidavit stating that the child previously attended kindergarten in another jurisdiction; or
d. whose parent or guardian requests such entrance and provides an affidavit that the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or
e. whose parent or guardian requests such entrance and is recommended for admission through the Early Entrance Evaluation procedures.

CHANGE OF RESIDENCE/PHONE NUMBER

Current contact information is vital for the safety and well being of your child if an emergency occurs. **PARENTS ARE REQUIRED TO PROVIDE A CURRENT PHONE NUMBER AND EMAIL IN CASE OF EMERGENCY.** Parents are required to notify the secretary of the school whenever there is an address, a home telephone or work telephone number change. Also, please report any change in emergency numbers.

Upon the written recommendation of the principal and the approval of the superintendent, any K-12 student regularly enrolled in the school who transfers his/her residence to another school district may continue to attend Ralston Schools until the end of the current semester without payment of tuition. It is understood that the parent(s) or guardian assumes responsibility for the regular and punctual attendance of the child and any transportation that may be needed. The parent will also need to complete an Option Enrollment form if the student will continue to attend Ralston Public Schools.

PLACEMENT OF STUDENTS IN CLASSES

The Ralston Elementary Schools use the following guidelines in determining classroom placement:

- A range of academic ability
- Input from previous teacher(s)
- Social/behavioral relationships

The final decision on classroom placement is the responsibility of the building principal.

TRANSFER OR WITHDRAWAL FROM SCHOOL

Students transferring or withdrawing from school must be cleared through the school office. Parents are requested to notify the school as soon as possible that a withdrawal or transfer is pending.

WITHIN DISTRICT TRANSFER OF STUDENT

Upon a written request of the parent or guardian and approval of the involved principals and the superintendent, any student residing within the school district boundaries may receive permission to attend an elementary school other than the one in his/her prescribed attendance area if enrollment permits.

Application for transfer from one attendance center to another within Ralston Public Schools is required by February 14th. Transfer requests will be considered in the order in which they are received and notification of the transfer decision might not be made until late summer. Transfers will be granted at any time during the school year, if enrollment permits. It should be understood that when such a transfer occurs any needed

transportation to or from school is the responsibility of the parent(s) or guardian in accordance with the school's beginning and dismissal times.

ATTENDANCE

TIME OF ARRIVAL

Regular School Days

Kindergarten-6th grade Breakfast: upon arrival - 8:00 a.m.
Kindergarten-6th grade School Hours: 8:00 am - 3:00 pm
Prekindergarten Hours: - 8:00 am - 3:00pm Monday - Thursday, no school Friday

Kindergarten-6th Grade Early Release Days: Fridays - 8:00 am - 1:30pm

Unless the student is participating in a designated school activity or the student is registered for the extended day care program, students should arrive at 7:45 a.m. at the earliest. Please plan with your child the appropriate time for leaving home so they do not arrive earlier than the specified time. IN THE MORNING PRIOR TO THE STARTING OF SCHOOL AND AFTER SCHOOL PLAYGROUND SUPERVISION IS UNAVAILABLE.

Supervision of the student before the first bell and after the dismissal bell is the responsibility of the parent/guardian. Students on the grounds 15 minutes after the dismissal bell will have to be signed out in the office by a parent. **Principals may contact the proper authorities if students are dropped off and/or not picked up within thirty minutes of designated arrival and dismissal times.** Please deliver and pick up your children on time.

Students will not be permitted to return to the classroom after dismissal for items left in the classroom unless supervised by a staff member.

ABSENCE PROCEDURES

When it is necessary for a student to be tardy or absent from school, parents are asked to call the school office between the hours of **7:45 and 8:15 a.m**. If the school has not received a call, the school shall call the parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made with the school.

COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students
The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to re-enroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students
Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer
Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

LEAVING BEFORE THE END OF THE DAY

Students leaving school early must be signed out by a parent/guardian. Students must check out of the office prior to them leaving the building. We encourage you to contact the school via written or phone communication to notify the staff of the early departure if possible.

If a student must leave school during school hours for a doctor's appointment or other valid reason please note:

- Students leaving the school prior to dismissal must report to the office before leaving the building.
- Depending upon time of day this could count as an absence.

RELEASE OF STUDENT TO NON-CUSTODIAL PARENT

As specified in current law, **the school may release a student to a non-custodial parent** unless a court order specifically barring such a release has been filed in the school office. A current, original court document must be brought to the school office for copying. The non-custodial parent will be required to provide a valid driver's license to confirm their identity.

Nebraska Compulsory Attendance Law

Every person residing in a school district within the State of Nebraska who has legal or actual charge or control of any child who will reach six (6) years of age prior to January 1 of the current school year and did not reach sixteen (16) years of age prior to July 16, 2005, and has not reached eighteen (18) years of age shall cause such child to attend regularly the public, private, denominational, or parochial day schools each day that such schools are open and in session except when excused by school authorities, unless such child has graduated from high school, or unless such child has reached the age of sixteen (16) and such child's parent or guardian has signed a notarized release disenrolling the child on a form provided by the school.

SCHOOL PROPERTY & STUDENT SAFETY

SAFETY

Instruction in safety practices begins in every elementary classroom the first day of school and continues throughout the year. The home and school must work together until safe living is a natural practice of the child. Parents should constantly set an example of safety for their children. You can do your part by helping your children learn the following:

The student will…

- go directly home after school.
- walk the safest route to and from school.
- look and be sure the way is clear before crossing the street.
- cross the street only at marked crossings.
- stay on the sidewalk. Avoid lawns, vacant lots, etc.
- walk on the left side of the street if there are no sidewalks.
- observe and obey traffic rules.
- get in and out of the car on the curbside.
- make safe choices when crossing the street and in the parking lot.
- observe the rules of good bicycle riding.
- cross railroad tracks at proper places and make safe choices while near the tracks.
- leave items on the ground that belong on the ground.
- refuse all gifts, invitations or rides from strangers.
- obey general safety rules.

SAFETY DRILLS

Students and staff will practice routine safety drills. During a fire drill all people in the building are required to leave.

During tornado drills all students will receive instructions concerning safe areas of the building and precautions to be followed during a tornado.

BICYCLE RULES

All bicycles must be placed in the bicycle rack immediately upon arrival at school. No riding is permitted on school grounds. Bicycles must be chained and padlocked to the bicycle rack. **The school assumes no**

responsibility for theft or vandalism that occurs to bicycles.

INCLEMENT WEATHER - SCHOOL CLOSING/CONSIDERATIONS

When the Superintendent or his representative deems it necessary to close school for all or part of the day, notice will be provided through the Blackboard calling system and local radio and television stations. When school is dismissed during the school day, parents may pick up their students or they will be sent home by regular means (bus or walk). Be sure to communicate to your building's office if your contact or emergency information changes.

As a general guideline students will participate in outdoor activities unless the **wind chill is 10° F or below,** above 95 degrees Fahrenheit, or precipitation necessitates students remaining indoors. The building principal may restrict outside activity when inclement weather is present in concern for the health and safety of students and staff.) The Safety Patrol may not be on duty in the case of extreme weather conditions.

ANIMALS ON SCHOOL GROUNDS

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

MEDICAL
Health Services & Regulations

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

-Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

-When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**

-If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents expense, and the student will be transported to the nearest hospital.

-Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria, pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chicken pox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chicken pox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

MEDICATION

Administering Medication to Students

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements ofTitle 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must sign an Authorization for Medication form provided by the school.

c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over the counter medication.
a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
d. The container must be labeled with the child's name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes

in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever

Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting

Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly

contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

~~**DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.**~~

FAMILY ENGAGEMENT

PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children. The partnership between home and school is critical for student success. A few notes for parents are found below regarding parental involvement. Ralston Public Schools policy for parental involvement may be found in the Appendix.

STANDARDS AND BENCHMARKS FOR PARENT INVOLVEMENT

Parenting:
Assist families with parenting skills and setting home conditions to support children as students and assist schools to understand families.

- Students will develop positive personal qualities, habits, beliefs, and values taught by family
- Students will be aware of the importance of school
- Parents will be self-confident about parenting
- Parents will have a sense of support from school and other parents
- Teachers will have respect for families' strengths and efforts
- Teachers will use their training and skills to share information on child development

Communication:

Conduct effective communications from school to home and from home to school about school programs and children's progress.

- Students will be aware of own progress in subjects and skills
- Students will understand school programs and policies
- Parents will monitor child's progress in subjects and skills
- Parents will understand school programs and policies
- Teachers will be able to communicate clearly with parents
- Teachers will elicit help with child's progress from the family

Volunteering:
Organize volunteers and audiences to support the school and students.

- Students will be aware of the many skills, talents, occupations, and contributions of parents and other volunteers
- Students will develop skills in communicating with adults
- Parents will be self confident about ability to work in school and with children
- Parents will have an understanding of the teacher's job
- Parents will feel that families are welcome and valued at school
- Teachers will be aware of parents' talents and interests in school and children
- Teachers will be skilled in organization, training, and use of volunteers

Learning at Home:
Involve families with their children on homework and other curriculum-related activities and decisions

- Students will have a positive attitude about homework and school
- Students will view parents as more similar to teacher and of home as more similar to school
- Parents will be confident and skilled in how to support, encourage, and help his or her child at home
- Parents will have an understanding of instructional program and what the child is learning in each subject
- Parents will have an appreciation of teacher's skill
- Teachers will have a respect of family time
- Teachers will recognize the helpfulness of all families in motivating and reinforcing student learning

Decision Making:
Include families as participants in school decisions, and develop parent leaders and representatives.

- Students will understand the benefits linked to policies enacted by parent organizations
- Parents will feel they have input into policies that affect their child's education
- Teachers will be accepting of equality of family representatives on school committees and in leadership roles

Collaborate with the Community:
Coordinate resources and services from the community for families, students, and the school, and provide services to the community.

- Students will have the opportunity to know and explore careers and options for future education and work
- Students will feel like a valued member of the community
- Students will develop positive relationships with adults in the community
- Parents will use local resources to increase skills and talents or to obtain needed services
- Parents will be aware of community's contributions to the school
- Parents will participate in activities to strengthen the community
- Teachers will use community resources to enrich curriculum and instruction
- Teachers will be skilled in working with mentors, business partners, community volunteers, and others to assist students and teaching practices

POLICY 5018 PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.

    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NSCAS assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.

2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.

    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, at the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.

3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.

    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.

5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.

6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.

    a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
    b. State Assessments

The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.

c. National Assessment of Educational Progress
As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.

The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.

a. The principal must approve all surveys intended to gather information from students before they are administered to students.
b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

School-Caregiver Compact

Ralston Public Schools: Elementary
202~~1~~2/202~~2~~3 School Year

This Title I School-Parent Compact has been jointly developed with parents and outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high academic standards. At the annual parent-teacher conferences the compact shall be discussed as it relates to the individual child's achievement.

Teacher / School:
It is important that students achieve. I agree to do the following:
1. Provide high-quality curriculum and instruction in a supportive and effective learning environment to enable children to meet challenging state academic standards.
2. Regularly communicate with parents on their child's progress.
3. Demonstrate professional behavior and positive attitude.

Parent / Caregiver:
I want my child to achieve; therefore I will encourage him/her by doing the following:
1. Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
2. Support your child's learning--volunteer in their classroom; participate, as appropriate, in decisions related to their education, guide positive use of extracurricular time.

3. Make sure my child is at school every day and on time, unless they are ill.

TECHNOLOGY

STUDENT INTERNET AND COMPUTER USE

Students are expected to use computers and the Internet as an educational resource. Procedures and guidelines governing the use of computers and the Internet at school are provided in the Appendix (Policy 5037).

Technology in Ralston Elementary & Middle Schools

Vision Statement. To develop 21st century skills through relevant instruction to create learners who are academically competitive, technology literate, motivated, and college and career ready.
Purpose Statement. To enable secure access and effective delivery of curriculum, sustainable and proactive instructional technology support, and efficient and reliable information for decision making for all stakeholders.

WEBSITES
District, School, & Teacher
Ralston Public Schools district website address is www.ralstonschools.org. Some of the services provided include school and teacher websites, Board of Education, calendars, community connections, enrollment, handbooks, lunch menus, online lunch payment, student services, & instructional resources.

GOOGLE APPS FOR EDUCATION. Ralston Public Schools actively uses Google Apps for Education(GAFE). The applications that students have access to include gmail, calendars, and drive. All students grades 3-12 have an email account. Each account is password protected. All students K-12 have a drive account. The drive app includes the ability to create documents, spreadsheets, presentations, and drawings. GAFE gives all our students equal access to the same products. The only requirement for the student is internet access.
R-KIDS. All Ralston schools offer the R-KIDS (Ralston Knowledge, Information, Data Site) online grading. This site will encourage greater communication between the school, teacher, student, and parent. Grades are a way for students, teachers and parents to communicate the progress and achievement level of each student. An on-line grading system enhances this communication and creates a more efficient way for parents and students to monitor their progress in school. Teachers will post grades in a timely manner, based upon the assignment and the teacher's schedule. Parents are encouraged to monitor their child's progress by checking the system weekly. Please note that some classes may not have graded assignments each week. When a student is missing an assignment/assessment, the incomplete box will be checked. Once the work is made up, the grade will be entered and the late box will be checked.

What is an Acceptable Usage Policy? An acceptable use policy (AUP),is a set of rules applied by the owner or manager of a network, website or large computer system that restrict the ways in which the network, website or system may be used. AUP documents are written for corporations, businesses, universities, schools,internet service providers, and website owners, often to reduce the potential for legal action that may be taken by a user, and often with little prospect of enforcement. See reverse side for Ralston's AUP.

Ralston's AUP

The use of school-owned technology, including computers, whether stand-alone, as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right, and must be consistent with and driven by the educational objectives of the Ralston School District.

The Ralston School District exercises exclusive control over all school-owned technology, and students should not expect privacy regarding their use of any such equipment or network because school property is subject to

search and inspection at any time by school officials. This search and inspection includes, but is not limited to, electronic mail, Internet access, file storage and transfer. Students are responsible for whatever is contained in computer files assigned to them.

Students using computers connected to the Internet, an international computer network, are able to access computers and people all over the world. The Ralston School District does not condone student access to any unsuitable materials which exist on the Internet. The Ralston School District recognizes that it cannot control the information on other computer systems and that it may not be physically possible to screen out all such inappropriate information and materials. All student Internet activities are subject to being monitored.

The Ralston School District makes no warranties of any kind, whether expressed or implied, for the technological services it provides. The District will not be responsible for any damages a user suffers. This includes loss of data.

Technology will be supplied for student use on an "as is, as available" basis. The availability of on-line resources does not indicate endorsement of their contents by the Ralston School District. The District specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

The purchase of services or merchandise through the Internet, including the use of credit cards by students through District technological services is prohibited. The Ralston School District shall not be liable for any costs arising out of such transactions.

The Ralston School District will not be responsible for any liability or expense the user may incur in connection with the use of District technology. The user agrees to indemnify (hold harmless) the Ralston School District for any expenses, including attorney's fees, arising out of the use of District technology in violation of this agreement.

It is the responsibility of the parents/guardians to establish and convey the standards that their child should follow. In support of parents/guardians, the Ralston School District will enforce the minimum appropriate technology use standards set in the Technology Procedures (Code of Ethics for Technology).

ON-LINE GRADING SITE

R-KIDS (Ralston Knowledge, Information, Data Site) on-line grading enhances communication between the school, teacher, student, and parent. It also creates a more efficient way for parents and students to monitor their progress in school. Teachers post grades in a timely manner and parents are encouraged to monitor their child's progress by checking the system weekly. R-KIDS is available for all students in grades kindergarten through twelve. Parents can register for R-KIDS by visiting Ralston Public Schools website at www.ralstonschools.org.

CELL PHONES

Cell phones are not to be used during school and may be confiscated if the cell phone is causing a disruption. Students will be expected to follow the building cell phone security expectations that may include phones being kept in a designated place in the classroom or the office during school hours.

STUDENT INTERNET AND COMPUTER ACCESS

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

I. Education About Appropriate On-Line Behavior
   A. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
   B. Staff will specifically educate students on
      i. Appropriate interactions with other individuals on social networking websites and in chat

rooms.
ii. Cyberbullying awareness and response.

C. The School District's Assistant Superintendent of Learning shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy.

II. Student Expectations in the Use of the Internet

A. Acceptable Use

i. Students may use the Internet to conduct research assigned by teachers.
ii. Students may use the Internet to conduct research for classroom projects.
iii. Students may use the Internet to gain access to information about current events.
iv. Students may use the Internet to conduct research for school-related activities.
v. Students may use the Internet for appropriate educational purposes.

B. Unacceptable Use

i. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
ii. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
iii. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
iv. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
v. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
vi. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
vii. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
viii. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
ix. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
x. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
xi. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
xii. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.

III. Enforcement

A. Methods of Enforcement

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

wrongly blocked.

iv. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

i. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:

1. Loss of computer privileges;
2. Short-term suspension;
3. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
4. Other discipline as school administration and the school board deem appropriate.

ii. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

IV. Children's Online Privacy Protection Act (COPPA)

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

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

Legal Reference: Children's Internet Protection Act and Protecting Children in the Twenty-First Century Act; Children's Online Privacy Protection Act (COPPA); 47 C.F.R., Ch. 1.

POLICY 5063 AUDIO & VIDEO RECORDING

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

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

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.
Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:
(1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission; (2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission; (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

POLICIES & PROCEDURES

POLICY 5022 INVESTIGATIONS, ARRESTS & OTHER STUDENT CONTACT BY LAW ENFORCEMENT OR HEALTH & HUMAN SERVICES

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

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

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

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

Law enforcement officers may be called to the school at the request of school administration, or they may initiate contact with the school for their own purposes. Contact between the school and law enforcement officers on matters involving students shall be made through the office of the superintendent or building principal and the law enforcement officer. All reasonable attempts should be made to avoid embarrassing the student before his or her teachers and peers, and to avoid disrupting the student's and school's education program. Any

questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.

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

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

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

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

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

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parents.

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

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

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

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

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

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.
For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

PARENT CONCERN PROCEDURES

The policy of the Ralston School District is to solve problems at the level at which they occur. If a parent has a concern about anything that has happened at school, they should contact the person who has the most information about the matter. In most instances this will be the student's classroom teacher. Parents/guardians are encouraged to work with building principals to bring about resolution(s).

When a concern relates to a special area (such as physical education, music, art or media) that teacher should be contacted. If, after conferencing with the teacher, a satisfactory solution has not been reached, the principal of the building should then be contacted.

RECORDS AVAILABLE FOR REVIEW

Parents/guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order. (Policy 5016)

Schools are required to provide information concerning the progress and activities of a student to the custodial and non-custodial parent equally, unless restricted by court order. If a restriction is to apply, a copy of the certified court order outlining the rights and restrictions must be placed on file in the school office. A copy of the school's files or records concerning a student will be provided at no charge, upon request, to any public or private school to which the student transfers. The building principal may authorize a total charge of $1.00 for copies of student records that are not being mailed to another school district for transfer purposes.

GRIEVANCE PROCEDURE FOR DISCRIMINATION CLAIMS

Grievances, complaints, and communications should be initiated and processed in the following manner. This procedure is to be followed for any and/or all alleged acts of discrimination.

1. If a student has a grievance or complaint, the person should present the matter to the building principal in an effort to resolve the problem informally. The grievance or problem should be signed and dated by the building principal.
2. If the principal has the authority to resolve the problem it will be done as quickly as possible. If the principal does not have the authority it shall be reported to the superintendent in a timely manner.
3. Within 10 days, if the principal has not resolved the grievance, the aggrieved party may provide a written, signed, and dated copy of the grievance to the superintendent.
4. Within 10 days of the superintendent's decision, the aggrieved party may provide a written, signed, and dated copy of the grievance to the president of the board of education. The superintendent may also provide a copy of the grievance to the president of the board of education if the superintendent believes the problem is policy and not administration.
5. The Board of Education shall make an investigation, either as a board or as a committee, and shall provide the aggrieved party an opportunity to appear before the full board in person, either privately or accompanied by legal counsel, with the right to present facts and witnesses in full hearing. At the conclusion of the investigation, the Board of Education shall, within 30 calendar days, render its determination in writing.

NOTICE TO PARENTS - PROFESSIONAL QUALIFICATIONS

As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*
- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*

- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the Executive Director of Human Resources if you would like to receive any of this information at 402-331-4700.

TESTING POLICY

The Ralston School District follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district. (Polices IL and ILC)

1. Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.
2. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
3. Building principals will excuse a student from specific tests through written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents have the option to opt out of NAEP, but not out of state mandated assessments. To opt out of a state NAEP assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

PARENTAL/GUARDIAN NOTIFICATION OF STUDENT SURVEYS

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/Guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request.

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may

be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and

evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the

parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in

wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances**.

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

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not

constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RMS Family and Student Handbook Updates - 2022-2023

The following is a summary of changes made to the Ralston Middle School Family and Student Handbook for the 2022-2023 school year -

Page 1 - Cover Page
- Updated dates, names and titles

Page 3 - Welcome Letter
- Updated dates (and all dates connected to the 2022-2023 school year throughout handbook)

Page 4 - RPS Purpose Statement
- Added words *and inclusion* to be consistent with district communication

Page 5 - Building Bell-Schedule
- Updated Bell Schedule to reflect Early Dismissal on Fridays

Page 6 - Homeroom / Advisement Weekly Schedule
- deleted MAP Accelerator to Thursday's rotation since we no longer use

Page 7 - Student Recognition
- Delete this section since RMS no longer recognizes students in this manner

Page 10 - Dress Code
- For section C, added in phrase *no pajama pants*
- For item 3, added in wording *no sunglasses*

Page 12 - Student Activities
- Delete word *sportsmanship*; add in word *behaviors*
- Delete words *son/ daughter*; add in word *child*

Page 52 - Student Illness
- Additional information regarding health protocols

Page 55 - Health Statement
- Deleted language regarding *COVID changes*

Page 55 - Non-discrimination Language
- Updated language to reflect current changes

Page 55 - Non-discrimination Language

- Updated language to reflect current changes

Page 56 - Fees assessed

- Meal prices may change
-

Page 67 - Technology Repair Costs

- Repair costs may change

RALSTON MIDDLE SCHOOL
2022-2023 STUDENT / FAMILY HANDBOOK

BOARD OF EDUCATION

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Dr. Joshua Wilken, Career Education Coordinator / ELL Coordinator

ADMINISTRATIVE OFFICES

8545 Park Drive
Ralston, Nebraska 68127
402-331-4700
http://ralstonschools.org

RALSTON MIDDLE SCHOOL

8202 Lakeview Street
Ralston, Nebraska 68127-2777
402-331-4701
http://rms.ralstonschools.org

MIDDLE SCHOOL ADMINISTRATION

Andy Parizek, Principal
Steve Schrad, Assistant Principal & Activities Director

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June, 2022

Welcome to Ralston Middle School!

The entire staff at RMS welcomes you to a new and exciting year. It is our goal to make this school year the most successful and memorable in your school career.

Please take time to review this handbook as a family. The purpose of this handbook is to provide families with information on policies and procedures for Ralston Middle School. You will see a clear commitment to ensuring a safe and positive environment for learning to take place. Much of this information pertains to expectations and procedures for students. If we were to summarize the expectations at Ralston Middle School, they basically come down to **being safe, being respectful and being responsible**. Acting safe and making choices that ensure your physical and mental well-being are critical. Respect for yourself, others and property is a key expectation. If everyone is respected, the school is a much better place for learning. Responsibility for your learning, your actions, and your growth is also a key to success in middle school. With both of these in place, the sky's the limit and your middle school years will be a time of great growth and success for you.

Through a caring school, family, and community partnership, the goal of preparing students to become responsible and respectful individuals in a safe and challenging environment will remain a central focus of Ralston Middle School.

Have a great year!

Andy Parizek
Principal

Steve Schrad
Assistant Principal / Activities Director

School Handbooks are based on Board of Education Policies
www.ralstonschools.org / Board Of Education

Purpose Statement of Ralston Public Schools
A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

Direction Statement
Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believe . . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston Middle School Vision
Using the power of positive relationships, the community of Ralston Middle School will work to foster life-long responsibility and resiliency in all students.

Ralston Middle School Guiding Mantra
Responsibility. Relationships. Resiliency.

Ralston Middle School Collective Commitments
Approach each day with a **positive** attitude.
Show **flexibility**.
Communicate clearly, honestly, and openly.
Be **committed** to making yourself and others better.
Practice **patience** and **empathy**.
Be **engaged** in your learning.
Collaborate as a team.
Respond to adversity with **resilience**.

Mass Communication with Families
To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a mass messaging system. This program allows our middle school to reach students and families about important events by phone, email, text, and through the RPS Mobile App. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages come in the form of a pre-recorded phone call, a text, a push alert, or an email.

Bell Schedule

Ralston Middle School
Building-wide Bell Schedule
2022-2023 School Year

Bell Schedule (Non-WIN Time)
(Monday - Thursday - 44 minute class periods)

7th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 (Lunch and Homeroom) - 11:06 am to 12:06 pm
  - 7A lunch - 11:06 to 11:36 am
  - 7B lunch - 11:21 am to 11:51 am
- Period 6 - 12:08 to 12:52 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 - 11:06 to 11:50 am
- Period 6 (Lunch and Homeroom) - 11:52 am to 12:52 pm
  - 8A lunch - 11:56 am to 12:26 pm
  - 8B lunch - 12:11 to 12:41 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (WIN Time)
(Monday - Thursday - 40 minute class periods)

7th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 (Lunch and Homeroom) - 11:22 am to 12:22 pm
  - 7A lunch - 11:22 to 11:52 am
  - 7B lunch - 11:37 am to 12:07 pm
- Period 6 - 12:24 to 1:04 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 - 11:22 am to 12:02 pm
- Period 6 (Lunch and Homeroom) - 12:04 to 1:04 pm
  - 8A lunch - 12:14 to 12:44 pm
  - 8B lunch - 12:29 to 12:59 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

7th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 (Lunch and Homeroom) - 11:20 am to 12:20 pm
  - 7A lunch - 11:20 to 11:50 am
  - 7B lunch - 11:35 am to 12:05 pm
- Period 6 - 12:22 to 12:53 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

8th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 - 11:20 to 11:51 am
- Period 6 (Lunch and Homeroom) - 11:53 am to 12:53 pm
  - 8A lunch - 12:03 to 12:33 pm
  - 8B lunch - 12:18 to 12:48 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Homeroom/ Advisement

Building-wide Homeroom/ Advisement and Lunch Schedule (Monday, Tuesday, Wednesday, Thursday, Friday - 30 minutes for Homeroom/ Advisement and 30 minutes for Lunch) -

Monday - *DEAR (Drop Everything And Read) / Read Alouds / Academic Vocabulary*
Tuesday - *Choose Love Movement / Character Education*
Wednesday - *Planner and Grade Checks / MAP Goal Setting / Academic Study Hall*
Thursday - ~~*MAP Accelerator /*~~ *Math Problem of the Week / Math Facts*
Friday - *Team Building*

Advisement is a program that builds meaningful relationships between students and teachers. Every student should have at least one advocate and trusted adult in the building. Your advisement teacher/ advisor will play a key role in helping you see and meet your potential by doing the following -

- Help students make friends, develop positive peer group relationships and a sense of belonging
- Provide an orientation to Ralston Middle School and the student handbook
- Teach, reinforce, and build character as a middle school student working together with our classroom community
- Help students develop a sense of academic purpose and personal commitment to educational goals
- Help students achieve academic success by developing organizational skills, time management skills, effective study habits and academic support
- Develop the skills, attitudes and behaviors that will help students function productively
- Reinforce the values of respect, responsibility, personal safety and accountability through character

WIN (What I Need Time)

Our goal is for all students to learn at high levels. We know students do not always learn at the same rate. WIN Time provides time in the middle school schedule for re-teaching, homework assistance, and enrichment. In the past, students have had to retake assessments or get help from a teacher before school, during lunch time, or after school. WIN Time allows teachers to give students what they need based on identified priority standards in the content areas during the school day.

Responsible and Respectful Behavior

You are expected to conduct yourself appropriately and to cooperate with the requests of all staff members.

Your teachers will teach you the student's expectations. Teachers will communicate with you when you are not meeting the expectations for student behavior. Teachers will also notify your parent/guardian if you fail to meet classroom expectations.

Guidance Counselor

There are times when we all get down on ourselves and lose confidence. There is a caring and skilled counselor at Ralston Middle School to listen. If you need guidance or just need someone to listen to a problem, a counselor is here to listen to you. This person will work closely with your entire team and get to know you better through some team and advisement activities. Counseling services are available to every student in our school. Students can stop by the counselor's office to set up a time and to get a pass. Students must check in with their teacher before meeting with the counselor. If something is urgent and the counselor is not available, do not wait. Please visit with another staff member.

The counselor can help you with many things including:

- Academic success
- Attendance
- School / grade transition
- Selection of classes

- Peer / family concerns
- Study skills

The counselor will be in the classroom periodically to do guidance activities on topics such as:

- Making new friends
- Peer pressure
- Cliques
- Bullying
- Sexual harassment
- Setting goals
- Decision making
- Tolerance
- Diversity
- Self-esteem

Grading

Ralston Middle School uses a traditional grading scale for all courses:

- A = Superior = 92-100
- B = Above Average = 84-91
- C = Average = 76-83
- D = Below Average = 67-75
- F = Failure = 0-66
- I = Incomplete
- NM = No Mark
- P = Passing

As a student working to achieve success in the classroom, it is your responsibility to -

- Stay informed and use R-KIDS - www.RalstonSchools.org and look for the R-KIDS button near the district logo or click here.
- Visit with your teachers about their availability to work with you
- Remember learning takes effort both in and outside the classroom

~~**Student Recognition**~~

~~The RMS Honor Roll recognizes above average student academic performance. Students with the following semester grade point averages (GPA) will be recognized in the following categories -~~

- ~~Distinguished Scholar - 4.0-3.50~~
- ~~Outstanding Scholar - 3.49-3.00~~

~~No student shall be on the Distinguished Honor Rolls that has received a grade below a "B". No student shall be on any Honor Roll that has received a grade below a "C" and/or has an incomplete for the semester. All incomplete grades must be made up no later than one week after the conclusion of a quarter.~~

Ralston Middle School Academic Integrity Policy

To ensure our vision of creating a community of respect, responsibility, and academic excellence, we must demonstrate a high level of personal character and academic integrity.

Academic Integrity is:

- Completing and submitting work that is entirely your own, including words, thoughts, ideas, concepts, images, and data.
- Giving credit when you use other people's words, thoughts, ideas, concepts, images, or data in your work.
- Not plagiarizing or cheating when completing your work.

What is plagiarism?

- Plagiarism is submitting the works, ideas, images, or data from another person in any of your academic writing or projects, and claiming them as your own.

Examples of plagiarism:

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.
- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.

What constitutes cheating?

- Possession of unauthorized materials (cheat sheets, notes, etc.)
- Having someone else completing your work for you.
- Copying someone else's homework, allowing someone to copy your homework, or turning in someone else's work as your own.
- Using fake or fabricated quotes, references, or data in your work.
- Copying someone else's test, quiz, exam, or sharing answers during a test, quiz, or exam with someone else.
- Using technology to retrieve/ share answers, testing materials, etc.

Examples of academic cheating:

- Writing the answers to a test on your hand.
- Having your friend or sibling write an essay for you.
- Copying your friend's math homework, or allowing a friend to copy your homework.
- Inventing statistics or data to support your conclusions on a science experiment.

Consequences for Plagiarism and/or Cheating:

- Parents will be notified of academic misconduct by either the teacher or the principal.
- Students will be required to do another similar replacement assignment or exam to demonstrate accurate evidence of learning, or they can be required to retake or re-submit the work. If retaking or re-submitting the work, the student must complete this on their own time.
- Participation in extracurricular activities may be suspended until the issue has been fully resolved to the satisfaction of the principal.
- A student's academic misconduct can be confidentially communicated to their teachers.
- Appropriate consequences will be determined by the administration.

Textbooks and Book Covers

The school district loans textbooks to you. Keep them covered, clean, and protected because you will return them at the end of the semester or school year. You are responsible for their condition and may be fined up to the full cost of the book if there is abnormal wear or damage to any books you have been loaned. You may provide your own book covers, or your team teachers will have some free books covers available.

Lab equipment, sports equipment, instruments, computers, lockers, tables, chairs, and desks are all school property, and you are responsible for items in your care. Ralston Middle School is not responsible to pay for damages when another student steals, vandalizes or breaks another student's personal property.

Lockers (Policy 5036)
Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particular suspicion or reasonable cause.

The school loans lockers to each student as an area to keep coats, books, and other times that are needed for school. Students will have access to their lockers before school and after school. Lockers will be issued at the beginning of the school year. Students, students' possessions including, but not limited to purses, bags, and automobiles, may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is a violation of law or district policy, or which could cause bodily harm or damage to property. The refusal of a student to consent or submit to a reasonable search and/ or to surrender objects or substances found as a result of such a search may be grounds for discipline.

Each student is assigned their own locker. Students are not to share lockers for any reason.

- Lockers are school property.
- Lockers are subject to inspection at any time. This may include inspection by police dogs.
- Use only the locker assigned to you.
- Your locker combination is your personal business - DO NOT TELL YOUR COMBINATION TO ANYONE!
- Lockers must be kept in an orderly fashion at all times.
- Kicking lockers closed is not acceptable.
- Rigging lockers to open them without using the combination leaves all items in the locker susceptible to theft - Do not preset your locker to open.
- Never leave anything unlocked in the locker rooms.
- If your locker gets stuck, tell an office secretary, teacher, counselor, or administrator.

Building and Grounds
Your parents and the taxpayers in this school district pay for our educational programs, materials, and facilities. Any offender will pay for vandalism or careless use of property, and disciplinary actions will be taken by the administration. You are expected to care properly for the furniture, equipment, and building.

- Pick up your trash and the trash around you.
- Recycle paper.
- No open containers of pop or other liquid are permitted outside of the cafeteria, unless cleared as a legitimate medical condition.

Emergency Procedures
Various drills are held at regular intervals throughout the school year and are an important safety precaution. It is essential when these drills are held that everyone follows staff instructions promptly. Directions for each type of emergency will be reviewed by the teacher and posted in each classroom and within the student planner. If a student is in the hall during a Lockout, the student should return to their classroom. If a student is in the hall during a Lockdown, the student should go to the closest possible restroom.

Food Items
Food and beverage items should be consumed in the cafeteria. Exceptions would be special food days in classes or Advisement. Clear water bottles may be used in a respectful and responsible manner. Sunflower seeds will not be allowed in the building at any time. The permission of gum will be at the teacher's discretion.

Lunch
Parents, students, etc.are asked not to bring/ order in lunches from outside vendors to students or groups of students unless cleared through the principal's office. Students will be able to leave the building for lunch only with their parent or guardian.

Student Appearance (Policy 5031)
Any manner of dress, hair style, make-up, or personal hygiene that -

- Constitutes a threat to the safety, health, or welfare of the student or others;
- Violates any statute;
- Interferes with the education process, or that school officials can reasonably predict will interfere with the education process; or
- Causes or may cause excessive maintenance problems in the school may be grounds for corrective or disciplinary action.

The superintendent or their designee may institute specific dress code regulations in any school consistent with board policy.

Dress Code
The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.
    e. Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider
    f. No pants/clothing with tears/missing fabric that reveals excessive skin.
2. Students must wear shoes or sandals at all times, no slippers.
3. Students will not be allowed to wear sunglasses, hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
4. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

Cell Phone/ Electronic Items (Policy 6025)
Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or outlined in student handbooks.

Media Center
All students enrolled in Ralston Middle School are entitled to borrow books from the school media center. A library ID card is not needed. During school hours, a student will be allowed to use the media center with a pass signed by a teacher. Books and periodicals taken out of the media center must be checked out at the circulation desk. Students should exercise good judgment when deciding the number of books to check out at one time. Reserved books, reference books, and encyclopedias may be checked out for one period or overnight only.

Physical Education
Physical Education is part of our curriculum. Every student is expected to participate unless excused as a part of legitimate medical conditions.

Should this be the case, we expect a doctor's written excuse stating the reason and the length of time the pupil will not be participating. These excuses will be renewable at the beginning of each school year. If a student has a doctor's written excuse, they will be unable to participate in athletic practice and events during that time. Parent/guardian written excuses may not amount to more than three (3) days for the school year. For any illness or injury that limits the student's activity longer than this, a doctor's written excuse is expected.

Proper gym shoes are required. Clothing for P.E. must follow the dress code policies.

Bikes
- Park bikes in the bike racks provided.
- LOCK your bikes at all times.
- The school is not responsible for lost, stolen, or damaged bikes.
- Non-licensed (e.g., mopeds, go-karts, mini bikes, etc.) motorized vehicles are prohibited on school property.

Lost and Found
Lost and Found is located in the main office. If you have lost a textbook, a sweatshirt, or anything else; just tell the secretaries in the office and they will help you locate the lost item. Quarterly, the Lost and Found is cleaned out, and items are given to charity.

Student Activities (Policy 6028)
The school day at RMS does not necessarily end when the bell rings at the end of the day. There are several opportunities for students after school, however, students need to report to the designated areas directly after school or bring a signed note if they are staying after with a teacher. **Students not participating in an after school opportunity are expected to be off school property by 3:30 pm.** If a student is participating in any extra-curricular activity, they must be present at school for at least four periods of the school day.

The opportunities listed below are available for students staying after school. Students involved must follow the school guidelines when staying after school.

Teacher Help Computer Labs Media Center Athletics Activities

Ralston Middle School programs are proud of the students, coaches and sponsors who contribute to make the activities programs a positive experience for its participants. Success in extracurricular activities cannot always be measured by the wins and losses of each program, but they must also be measured by the satisfaction and educational experiences received by the participants. The activities program also provides opportunities to assist participants in growing physically, mentally, and emotionally.

The element of competition, although it exists, is controlled to the point that it does not determine the nature of the programs. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good behaviors prevail at all times to enhance the educational values of the contest.

The coaching and activities staff and administration believe that participation in activities and athletics, both as a participant and as a student spectator, is an integral part of the student's educational experiences. Such participation is a privilege that carries with it responsibilities to the school, the team, the student body, the community, and the students themselves. In their participation and in their conduct, they are representing all of these groups. Such experiences contribute to the knowledge, skill, and emotional patterns that they possess, thereby providing guidance in becoming better people and better citizens.

Safety

The District's philosophy is to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Player Responsibility - Listen to your Coaches/Sponsors

- Stop what you are doing and make eye contact.
- Be respectful while listening by displaying appropriate body language.
- Make a conscious effort to pay attention to detail.
- Respond to instructions immediately and in a positive manner.
- If you do not understand, raise your hand and ask questions.

Player Responsibility - Accept Coaching Instruction and Team Philosophies

- Understand that coaching is instructional. Learning the fundamentals of your sport/activity is integral in becoming the best you can be in that particular endeavor.
- If you feel frustrated, visit with your coach or sponsor at an appropriate time.
- Make only **POSITIVE** comments to your teammates - **SUPPORT ONE ANOTHER!**
- Remember your teammates are here for the same common goals!
- Respect your opponents- treat them how you would choose to be treated.
- Win with class. Lose with dignity.

Sports by season:

Fall (August – mid October)	Football, volleyball, cross country
Early Winter (end of October - December)	Boys basketball
Late Winter (December – March)	Girls basketball, wrestling
Spring (end of March – May)	Track

In order to participate in any sport, students must provide:

1. ***A physical exam to be kept on file at Ralston Middle School (dated after May 1st, 2022).*** Students will not be able to participate in any practices or games until this physical is received in our office. All

students entering seventh grade are required to have physical exams prior to enrolling at RMS. These also serve as the athletic physical during the student's seventh grade year.

2. ***A ONE TIME activity fee of $20.00*** *(paid each school year)*. Please make checks payable to Ralston Middle School.
3. ***Signed parent permission form and RECEIPT OF RALSTON MIDDLE SCHOOL 2022-2023 STUDENT HANDBOOK signature*** (part of student check-in packet).
4. ***Students must also have proof of health insurance***. Ralston Middle School provides NO insurance coverage. It is the responsibility of the parents to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or resulting in their participation in athletics. If a student needs health insurance, please stop in the office for an informational handout provided by Student Assurance Services.

Attendance Requirements

1. Attend practices regularly. Students may miss practices for the following reasons only: 1) family 2) church 3) involvement in another school activity 4) illness (absence from school that day)
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests, the participant should contact the coach or sponsor in advance by phone, with a written note, or by email. Any practice that is missed without prior contact with the coach will be assumed an unexcused practice.
3. On the day of a contest, performance or other activity, be in attendance for four periods of the school day. A student who is not in attendance for the four periods is ineligible for the contest, performance, or activity (*exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The principal or athletic director must approve the exception).*
4. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will be going home ill and then returning to play in the contest later that day.
5. Students will have situations when they meet with teachers after school to make up tests or assignments. Academics are always the first priority. In this situation, students must:
    - Bring a note/pass from the teacher to their coach **<u>before</u>** practice begins. Some coaches may have you change into your practice clothes before meeting with your teacher.
    - Complete assignments with the teacher then return to practice.

However, if a student must serve a detention due to our RMS late work policy or for not meeting expectations for behavior in the classroom. Students must still possess a note/pass from the teacher in these situations so coaches are aware of the team member obligations with their teachers.

Equipment and Lockers

The athletic department will furnish equipment needed for each program. It will not furnish shoes or any equipment needed of a personal nature. All equipment checked out to a participant is their responsibility. Upon completion of the season, the equipment will be checked in to the coach. *If there is an item missing or damaged, the student must pay for the replacement cost.*

Students are provided a locker in the locker room to store practice clothing and equipment. *Students are to be responsible for locking all equipment and personal articles in their lockers during practice and game times.* Negligence in doing so could result in items being stolen. The school is not responsible for lost or stolen items.

Scheduled Practice Times

Students will receive a practice and game schedule from their coaches at the start of the sports season. Practices will be held from 3:25-5 p.m. During the winter sports season, there could be 6:00-7:30 a.m. practices on a rotating basis due to the availability of the gyms. However, please refer to the practice schedule received at the beginning of the season for exact practice times. These may vary. Please arrange your student to be picked up from practices and games on time.

Cancellation/Postponement Procedure:
There may be situations when we will need to postpone or cancel games or matches due to inclement weather. The following steps will be used to communicate to parents:

- An announcement will be made over the school intercom to alert students of the cancellation/postponement.
- Students will be allowed to use classroom telephones to contact parents.
- In the event that games are cancelled or postponed, no practices will be held after school.
- The cancellation/postponement will also be posted on our RMS website.

Facilities Usage
No one is allowed to be in the building or to use the athletic facilities without a coach or sponsor supervising. Any athlete using the weight room must also be supervised by coaching staff.

Transportation Policy
Activities may be conducted at locations other than Ralston Middle School. In some instances, Ralston Middle School will not provide transportation to the activity. Ralston Middle School is not responsible when students are provided transportation by a vehicle driven by others. In these instances, the responsibility and liability of the school and school officials is limited to the period from the participant's arrival at the event site and contact with the coach, sponsor, or assigned staff member, until dismissal from the event. All other liability for the child's safety lies with the parent, or their designated drivers.

Age Specific Information to Parents of Middle School Athletes
NSAA Eligibility Rule 2.3 – "Student is ineligible if 19 years of age before August 1 of the current school year." (Students in grades 7 or 8 may participate on a high school team if they are 15 years of age prior to August 1 of the current school year). Parents need to be informed that their child, who would be ineligible if they turn 15 years of age before August 1st of their 8th grade year of school or 14 years of age before August 1st of their 7th grade school year. Please contact your school's activities director for more information.

<u>Extracurricular Code of Conduct</u>
Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct
The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school. **The Code of Conduct also applies to participation in school-sponsored activities such as school dances, 8th grade end of the year celebration at Papio Fun Park, attendance at school events such as athletic contests and concerts, and other school sponsored events**.

A participant means a student who participates in, has participated in, or will participate in an extracurricular or school sponsored activity.

Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at their building of attendance, any other district building and/or school related activity, or for any other action prohibited by state statute.

While we cannot itemize every action of misconduct here, the following are the main areas of conduct, which may lead to disciplinary action, in-school suspension/suspension, expulsion from school, and/or loss of extracurricular participation privileges:

- The possession, use, sale, or transmission of tobacco, alcoholic beverages, drugs, or drug paraphernalia.
- The willful use of force, violence, threat, or insubordinate action.
- Gross disrespect for any student, school official, or employee. This includes the use of profanity or disrespectful speech or gestures toward another student or school employee.
- Stealing, willful damage, or destruction of school property or property belonging to another student or school employee.
- Continued behavior that seriously interferes with classroom instruction or other activities associated with school.
- Threatening or intimidation of other students, teachers, or anyone else connected with the school. This includes sexual, verbal, and physical harassment.
- Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any school building, on school grounds, in any vehicle, or at any school sponsored activity is prohibited.
- Truancy from school or failure to attend assigned classes or activities.
- Causing or attempting to cause physical injury to a school employee or to any student.

Students cannot participate in extracurricular contests, performances, practices, or attend other school activities on days of in school suspension and/or out of school suspension.

Academic Standards

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities shows evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

- Demonstrate the ability to balance academics with extracurricular participation. ***A student is ineligible to participate in extracurricular activity contests or performances for the following academic reasons:***
    - *If they have an F grade in one of their classes*
- Office staff will do grade checks. Students are ineligible until grades have been improved and a new grade check is completed by administration.
    - *If they are ineligible, they cannot participate in athletic contests, concerts, competitions, performances, school dances or other school sponsored activities for the entire week. However, the student will continue to attend practices during this time.*
- Academic requirements do not apply to:
    - *Instructional field trips which are a part of the scheduled course learning experience; or*
    - *Activities or events that are a part of the students' grade requirements.*

School Dances

A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances.

In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

- Only Ralston Middle School students may attend the dance.
- Students who have been suspended from school or from extracurricular activities may not attend.
- The school reserves the right to exclude persons who may or do cause a disruption or detract from the event.
- Rules for dances may restrict students from leaving the dance until the dance ends without written parental permission on a form provided.

- Students who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
- Attire must meet school dress code requirements.
- Dances are scheduled after school from 3:25-5:00 p.m.
- ***Rides need to be arranged to pick up students at 5:00 p.m.***

Relationships Between Parents and Coaches/Sponsors

Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone. Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Conflict Resolution

In the event you have a concern about your student's participation on our teams and/or our programs, we ask that you use the following chain of communication to deal with the concerns:

1. First, ask your student to talk with the coach or sponsor about the concerns. This is an important life skill to teach your student and a very important first step in problem solving.
2. Second, if the issues have not been resolved by the coach or sponsor and student, then the parent/legal guardian should request a meeting with the coach or sponsor outside of class time, practice time, or event time. The coach or sponsor may request that the student attend this meeting.
3. Third, if these two steps have not succeeded, then the parent/legal guardian may request a meeting with the activities director at the school. The student and coach/sponsor will also be included in this meeting.
4. Fourth, if resolution has not been achieved, the parent/legal guardian and student may request a meeting with the principal, in which the coach or sponsor, parent, student, and assistant principal will attend. We hope the concerns can be addressed at the site level.
5. Topics that will not be discussed at any of these meetings will be playing time, game strategies, playing level, starters, student selections on teams, and comparison of students' skills. We as an administration believe it is the responsibility and right of the coaches and sponsors to determine the members of the team, the time and/or role earned by each student during each game and event, and to determine the strategies used during a game or event.

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purpose of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

- **School Representative** - Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
- **Success** - Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Parent/Guardian Role in Communicating with Children

- Make sure your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.

- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, they will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that their philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under their leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Parent/Guardian Role in Communicating with a Coach/Sponsor

- *Communication you should expect from your child's coach includes:*
    - Philosophy of the coach
    - Expectations the coach has for your child
    - Locations and times of all practices and contests
    - Team requirements
    - Procedure should your child be injured
    - Discipline that results in the denial of your child's participation
- *Communication coaches expect from parents:*
    - Notification of any schedule conflicts well in advance
    - Specific concerns in regard to a coach's philosophy and/or expectations
- *Appropriate concerns to discuss with coaches:*
    - The treatment of your child, mentally, and physically
    - Ways to help your child improve
    - Concerns about your child's behavior
    - Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
- *Issues not appropriate to discuss with coaches:*
    - Playing time
    - Team strategy
    - Play calling
    - Other student-athletes

Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

- Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
- Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.

- Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
- Do not "boo," stamp feet or make disrespectful remarks toward players or officials.
- Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
- Know that noise makers of any kind are not proper for indoor events.
- Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
- Stay off the playing area at all times.
- Do not disturb others by throwing material onto the playing area.
- Show respect for officials, coaches, cheerleaders, and student-athletes.
- Pay attention to the half-time program and do not disturb those who are watching.
- Respect public property by not damaging the equipment or the facility.
- Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
- Refrain from the use of alcohol, tobacco, and drugs on the site of the contest.

Concussion Awareness (Policy 6034)

The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

1. Require all coaches and trainers to complete one of the following online courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury -
    a. Heads UP Concussions in Youth Sports
    b. Concussion in Sports—What You Need to Know
    c. Sports Safety International
    d. ConcussionWise
    e. ACTive™ Athletic Concussion Training for Coaches
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
    a. The signs and symptoms of a concussion;
    b. The risks posed by sustaining a concussion;
    c. The actions a student should take in response to sustaining a concussion, including the notification of their coaches; and
    d. Acknowledgement of receipt of information by both parent/guardian and the student.

A student who participates on a school athletic team must be removed from a practice or game when they are reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed healthcare professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

1. has been evaluated by a licensed health care professional;
2. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
3. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

1. the date and approximate time of the injury suffered by the student,
2. the signs and symptoms of a concussion or brain injury that were observed, and
3. any actions taken to treat the student.

The school district will not provide for the presence of a licensed healthcare professional at any practice or game.

School officials shall deem the signature of an individual who represents that they are a licensed healthcare professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall be the guidance provided by the Nebraska Department of Education entitled "Bridging the Gap from Concussion to the Classroom," and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

School Handbooks are based on Board of Education Policies - www.RalstonSchools.org

Routine Directory Information (Policy 5017)
The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student's parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters

will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Parent Involvement in Education Practices (Policy 5018)
The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.

4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
    a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
    b. State Assessments
        i. The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.
    c. National Assessment of Educational Progress
        i. As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.
        ii. The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.
7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
    a. The principal must approve all surveys intended to gather information from students before they are administered to students.
    b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Field Trip (Policy 6027)

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

General Conditions

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

Parental Permission

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

Supervision

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

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

Parental/Guardian Access to Student Records (Policy 5016)
The school district shall manage student records and reports as is necessary for effective administration and in compliance with the law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is SIMS.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when they have a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

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

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Parent/Guardian Notification of Student Surveys (Policy 5015)
The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

Surveys

a. Surveys Created by a Third Party
    i. This section applies to every survey:
        1. that is created by a person or entity other than a district staff member or student;
        2. regardless of whether the student answering the questions can be identified; and
        3. regardless of the subject matter of the questions
    ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
b. Surveys Requesting Particular Sensitive Information
    i. Sensitive information shall include:
        1. Political affiliations or beliefs of the student or the student's parent(s);
        2. Mental or psychological problems of the student or the student's family;
        3. Sexual behavior or attitudes;
        4. Illegal, antisocial, self incriminating, or demeaning behavior;
        5. Critical appraisals of other individuals with whom respondents have close family relationships;
        6. Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
        7. Religious practices, affiliations, or beliefs of the student or student's parent(s); or
        8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
    ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
    iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
    iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
    v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
c. Survey Inspection Requests
    i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
    ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
    iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations
    a. The term “invasive physical examination” means:
        i. any medical examination that involves the exposure of private body parts; or
        ii. any act during such examination that includes incision, insertion, or injection into the body; and
        iii. does not include a hearing, vision, or scoliosis screening.
    b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
        i. required as a condition of attendance;
        ii. administered by the school and scheduled by the school in advance; and
        iii. not necessary to protect the immediate health and safety of the student, or of other students.
    c. This policy does not apply to any physical examination or screening that:
        i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
        ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.)
        iii. is otherwise authorized by Board policy.
3. Collection of Personal Information from Students for Marketing
    a. The term “personal information” means individually identifiable information including:
        i. student’s and parent(s)’ first and last name;
        ii. home or other physical address;
        iii. telephone number; and/or
        iv. social security number.
    b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
    c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
        i. postsecondary education recruitment;
        ii. military recruitment;
        iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
        iv. student recognition programs.
4. Inspection of Instructional Material
    a. Definition
        i. The term “instructional materials” means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
        ii. The term does not include academic tests or academic assessments.
    b. Parents may inspect, upon their request, any instructional material used as part of their child’s education curriculum.
    c. Curriculum inspection requests must be made to the building principal in writing.
    d. Building principals shall respond to inspection requests within a reasonable amount of time.
5. Notification of Rights and Procedures
    a. The superintendent shall notify parents of:
        i. this policy and its availability upon request from the office of the district;
        ii. how to opt their child out of participation in activities as provided for in this policy;
        iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
        iv. how to request access to any survey or other material described in this policy.

b. This notification shall be given to parents at least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Investigations, Arrests, and Other Student Contact by Law Enforcement and HHS (Policy 5022)
The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

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

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

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

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

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

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

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

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

The building principal will make reasonable attempts to contact a student's parent for their consent and/or presence before the student is interviewed. In the event that a parent cannot be contacted after reasonable attempts, the student will be questioned only if the law enforcement officer identifies emergency circumstances requiring immediate questioning. A building principal or designee shall be present for such questioning. The

student will be brought to a private room and the contact will be made out of sight of others as much as practicable.

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

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

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

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

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

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

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

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

Audio and Video Recording (Policy 5063)
Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be

republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

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

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

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

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

Permitted Classroom Recordings by Students
Students may make audio or video recordings of classroom lectures or discussions:
(1) For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
(2) For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission;
(3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings
Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

Notice of Non-Discrimination (Policy 3053)
The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups.

The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483

E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.
For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

Title IX Policy (Board Policy 3057)
It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or

2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination regarding responsibility, the decision-maker(s) will afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness, provide each party with the answers, and allow for additional,

limited follow-up questions from each party. Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker(s) will explain to the party proposing the questions any decision to exclude a question as not relevant.

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. quality that may result in a chorus or choruses of one or predominantly one sex.

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

6. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

6.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

6.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

7. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

8. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

8.1. **Specific Circumstances**.

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

8.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

9. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

10. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

11. **Application Outside the United States.** The requirements of this policy apply only to sex discrimination occurring against a person in the United States.
12. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Compulsory Attendance and Excessive Absenteeism (Policy 5001)

Required Attendance

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age

All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions

This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students

The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to re-enroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer

Each building principal is designated as an attendance officer for the district. Each building principal, at their discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

Pregnant and Parenting Students (Policy 5008)
Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation
   A. Generally - Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan will include:
      1. The provision of online courses if the student cannot regularly attend classes;
      2. The arrangement of meeting times with teachers;
      3. The identification of child care providers that meet statutory requirements for quality and care if the student has not identified appropriate child care; and
      4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators, which will include, but not be limited to, the modification of attendance policies.
   B. Students with Disabilities - For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding
   A. Accommodations
      1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
      2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
      3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.
   B. Educational Process - In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Absence Procedures
Good school attendance and punctuality are important and closely related to success in school.

- When a student is to be absent from school, **a parent or guardian must notify the attendance secretary.** The attendance secretary is available at 7:00 a.m. To help us ensure student safety, please call 402-331-4701 before 8:30 a.m. If the school has not received a call, the school shall call the

parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made.
- Following an absence, a student must report to the office with a note from home explaining the reason for the absence, if the parents did not previously call the attendance secretary.
- Students may not leave school at any time before dismissal without prior parental permission.
- Calls to remove a student from school due to illness during the school day must come from the nurse's office (not personal cell phone or classroom phone).
- Please arrange for absences for reasons other than illness and family emergencies as far in advance as possible. If a student is on a school-sponsored trip, the absence is considered an activity and does not count against their absent total or their perfect attendance. If the student is going with parents, it is a permissible absence, though it will count towards their number of absences for the year. In either case, students are required to get assignments in advance and complete as much as possible in advance. Students may or may not be excused from school to participate in trips sponsored by outside organizations.
- Students are expected to be in their classrooms and in their seats when the tardy bell rings.

Unexcused Absences
Students can gain the most from their education if they attend classes on a regular basis. All absences must be with the permission of parents and the proper school officials. If a student is absent without being properly excused, it can be considered a truancy. A truancy is defined as follows: After leaving home, a student does not attend school, does not attend a class, overtly refuses to attend school, or leaves school after arrival without permission of school officials.

Habitual Truancy/Notification
Habitual truancy is defined as excessive absences or tardies, which inhibit a child's ability to be successful in their education. Excessive absences are best resolved when the parents/guardians, school, physicians, and the community work together.

Parents/guardians are asked to notify and work with building administrators or assignees regarding reasons for absences and any extended or recurring illnesses or family emergencies involved. Illnesses of 3 days or more will require a doctor's note. If illness continues to be a reason for absences, a form will be given to the parents or mailed to the doctor's office to be completed by the student's physician. School authorized or sponsored activities, trips, and all suspensions and expulsions that may result in absence from classes are not counted as absences from school for truancy purposes.

A student who is absent 5 days or the hourly equivalent per quarter will be reported to the building administrator.

The building administrator is required to render all services in the school district's power to compel the student to attend school including:
- One or more meetings with the parent/guardian and child, if necessary, to report and attempt to solve the truancy problem.
  Educational counseling provided by the school counselor or student assistance team.
- Educational evaluation and specific efforts by the school to help remedy any condition diagnosed.
- Investigation by review of records and documented interventions by the school social worker. If the school social worker determines further review is needed, they will meet with appropriate school personnel, the parent/guardian, and child to discuss the need for interventions and/or referral to appropriate community services.

Upon accumulation of 10 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy and the Nebraska Compulsory Attendance Law.

Upon accumulation of 15 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy, the compulsory attendance law, and the school's requirement to notify the county attorney after 20 school absences are reported.

A student who reaches 20 absences **(regardless of whether any of the absences were excused)** will be referred to the Douglas County Attorney's Office as habitually truant as required by law (79-209).

The Ralston Board of Education authorizes the Ralston School District to render all services in its power to compel a child who has accumulated five days of unexcused absences per quarter, or the hourly equivalent, to attend some school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Leaving School Early
To ensure the safety of our students, we are requiring that when a student is being picked up by you, the parent/guardian, or anyone else, that proper I.D. be shown. The person picking up the student must be on the Family Information Sheet. If the person is not on the information sheet, we will not allow the student to leave the school with this individual.

Student Bullying (Policy 5054)
Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform safe2help located at www.Safe2helpNE.org or at 531-299-7233 to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

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

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team or other resources as appropriate.

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

Policy Review. The school district shall review this policy annually.

Student Discipline (Policy 5035)

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

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

2. **Summer Review**. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks, pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation; and
n. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of their findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student themselves, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardians or representatives from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

Student Conduct

Ralston Middle School will incorporate into its discipline policy a combination of the following:

- Detentions
- Parent Contact

- In-school Suspension (I.S.S.)
- Out of School Suspension (O.S.S.)

Based on the decision of the RMS staff and administration and the severity/seriousness of the incident students may be assigned the appropriate penalties above or other consequences, as necessary.

Tardy Procedures
Being on time is an important life skill that all students need to learn and model to become successful in current and future endeavors. Because we believe strongly in this life skill, we fully expect students to arrive at their classrooms on time and ready to learn. We have a general discipline continuum that will be followed for students who are chronically late to class. Remedies may include but are not limited to detention, in-school suspensions, and/or loss of privileges.

Restricted Lunch Assignment
If you are assigned to restricted lunch you are to:
- Check into the office to determine placement for your lunch detention.
- Be responsible for cleaning up your area when you are done with lunch.
- If behavior during lunch detention does not meet expectations, or if students do not take the responsibility to serve these detentions, additional detentions will be assigned.
- Be present for the assigned number of days. Absences will not count for days assigned.

In-Service Days
At the decision of the administration, students may be assigned to In-service Days or student vacation days for the following misconduct:
1. Truancies or chronic tardiness to classes.
2. Vandalism/Stealing.
3. Fighting.
4. Cheating/Missing work
5. Gross disrespect toward school officials/employees.
6. Threatening or intimidation of other students/school officials. This includes sexual, verbal, or physical harassment.
7. Behavior that seriously interferes with classroom instruction or other activities associated with school.

This time affords students an opportunity to serve discipline obligations, attend school full time, and take advantage of the educational opportunities regular school attendance affords. It also gives students an opportunity to complete work usually done at home. All school rules apply to students while attending these days. In-Service Days begin at 8:00 a.m.

In-School Suspension
At the discretion of the administration, a student may be assigned to in-school suspension if they have violated a major rule or are continually disruptive in class. Students are disciplined through isolation from the regular class atmosphere, restricted periods of silence, and strict observance of other rules. Failure to comply with the following guidelines could result in additional time assigned to in-school suspension or out-of-school suspension.

Guidelines for In-School Suspension
- Students are to be responsible for bringing all needed materials.
- Students will be given a work schedule to structure their day.
- Students are to complete all assignments given to them by their teachers.
- Students may be required to complete a suspension-learning packet, which will be related to the offense for which they were assigned in-school suspension, or the student may be required to complete a think sheet.
- An in-school suspension day begins at 8:00 a.m. and concludes at 3:24 p.m.

Grounds for Emergency Exclusion (Policy 6031)
Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law -

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

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

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

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

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

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

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

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

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

Examination of Student's Records and Affidavits
Prior to the hearing, the student and their parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

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

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

Right to Know Issues and Nature of Testimony
The student and their parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing
The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in their own defense and may be questioned on such testimony, but may choose not to testify.

Sworn or Affirmed Testimony
The principal or their designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations
The hearing examiner shall prepare a report of their findings and recommendations, and forward the report to the superintendent.

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

District Drug Policy
The School District of Ralston is concerned about the academic growth and the personal welfare of every person associated with the schools. The misuse of alcohol, marijuana, or other chemicals can seriously interfere with one's health. This is essentially true of teenagers since adolescence is a period of rapid change and important personality integration. The inappropriate use of alcohol and other chemicals can not only hinder academic achievement but also affect physical health and even block personal growth.

It shall be the policy of the School District of Ralston to take positive action through education, counseling, parental involvement, medical referral, and police referral in the handling of incidents in the school involving the possession, sale, and/or use of behavior affecting substances. These substances shall include, but are not limited to, marijuana, LSD, glue, alcohol, barbiturates, and other controlled chemical substances.

Inspection of school district property for the location of drugs, narcotics, liquor, weapons, poisons, and missing properties are matters relating to health and safety and may be regarded as reasonable purposes for such inspection by school personnel.

Drug and Chemical Use
When a student is found using, possessing, or under the influence of alcohol, marijuana, drug paraphernalia, or other illegal drugs, the following disciplinary actions will be taken -

1. The police will be contacted in all cases of possession of suspected illegal drugs and/or alcoholic beverages.
2. The student will be suspended from school for up to five days pending recommendation from their parent(s) to meet with the administration of Ralston Middle School. Additional disciplinary action may be invoked if the student participates in extracurricular activities or athletics.
3. Repeat occurrences of illegal drug or alcohol abuse will lead to expulsion proceedings.

Use of Tobacco Products (Policy 3016)
The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services (Policy 5022)
Investigations and Arrests by Police or Other Law Enforcement Officers Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall not allow law enforcement officers access to students to conduct an investigation during school hours unless the officers are investigating charges that the student has been the victim of abuse or neglect. Contact between the school and law enforcement authorities on matters involving students shall be made through the office of the superintendent or principal and the law enforcement officer.

Law enforcement officers may talk to a student away from the school before or after school hours, and they should be encouraged to do so. Law enforcement officers shall be allowed to conduct an interview at the school only when the interview is conducted at the request of the school or when they can show that special circumstances exist. This determination should be made by the appropriate building principal or superintendent. Law enforcement officers should be permitted to interview students on school grounds only after providing the superintendent or appropriate building principal with a statement in writing that the law enforcement officer has reason to believe and does believe that the student is the victim of child abuse or neglect perpetrated by the child's parent(s) or some other member of the child's immediate family or household, and that the law enforcement official wishes to interview the student regarding such abuse or neglect.

Throughout this process, all attempts should be made to avoid embarrassing the student before their teachers and peers, and to avoid disrupting the student's and school's education program.

1. Law enforcement officers should be permitted to take custody of a student if they possess an arrest warrant or if they otherwise assert a lawful basis for doing so. Whenever possible, the arrest or release of the student should be conducted in the building principal's office and out of the view of other students. When a principal or other school official releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, they shall take immediate steps to notify the parent, guardian, or other responsible adult regarding the release of the minor to the officer and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse. If the law enforcement officer indicates that the child is being taken into custody because the child is the victim of suspected child abuse, the principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign the statement appended hereto certifying that the child is being removed from school premises because they are believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79294.

2. Law enforcement personnel shall not be allowed to roam about the school until the student is found, and shall remain in the administration office while school personnel seek the student. A district employed SRO may move about the building as needed.
3. If possible, the education program of the student should not be disrupted to allow for police questioning of the student during class time.
4. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.
5. If law enforcement officers are to be allowed to question a student under the age of 18, the principal or school official shall make a reasonable attempt to notify the child's parents before questioning begins, except in cases of suspected child abuse or child neglect involving the parent or other family member. The parents should be given the opportunity to come to the school prior to the questioning.
6. If the parents are notified and are able to attend, they should be allowed to be present at the interview. The principal or designee should be present at the interview, but should not take part in any questioning. The principal or designee should remain a neutral observer at all times.
7. School representatives may search lockers, personal belongings, and cars that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.
8. The district superintendent or designee may authorize the use of trained sniffer dogs for detection of illegal drugs, explosives and/or contraband at any time.
9. The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property.

Use of Sniffer Dogs (Policy 3045)

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where students and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff

handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.

8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

Notice to students and staff

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

Firearms and Weapons (Policy 5049)

Weapons

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

Firearms

No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm:*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms

The prohibition against firearms does not apply to:

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

securely attached to the vehicle, or, if the vehicle is a motorcycle, a hardened compartment securely attached to the motorcycle while the vehicle is in or on such parking area, except as prohibited by federal law.

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

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

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

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

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

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

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

Visitors (Policy 3056)
The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians

A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
E. All visitors will report to the school office.

III. Visitation by Students
A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian
C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation
A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

Student Illness

Medical. A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. **The person picking up the student must do so within one hour of being contacted.**

If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

First Aid. The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and support under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Parents must complete emergency information for each child enrolled in the district. The information should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Immunizations (Board Policy 5010)
In compliance with Nebraska Law 79-217, each student wishing to enroll in the school district is required to be immunized against measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, tetanus, hepatitis and varicella (chicken pox) prior to enrollment. Any student who does not comply with this policy shall not be permitted to continue attending school.

The district is not responsible for the cost of such immunizations.

Exceptions to this policy are listed below:

a. Provisional Enrollment: Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for thirty days without the necessary immunizations.

b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:

i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household.

ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's religious beliefs.

c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Medication of Students (Board Policy 5024)
Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements ofTitle 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication

a. Parents/guardians must provide a physician's written authorization for the administration of the medication.

b. Parents/guardians must sign an Authorization for Medication form provided by the school.

c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over the counter medication. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..

a. Parents/guardians must sign an Authorization for Medication form provided by the school.

b. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.

c. The container must be labeled with the child's name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

Physical Examination
The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician

for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

Chronic Conditions
It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

Communicable Diseases
The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

Summary of Communicable Diseases and Contagious Conditions
Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

~~DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.~~

Animals at School (Policy 3046)
Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

Lunch Program (Policy 5038)
The superintendent shall be the administrator of the school lunch program which shall be run in accordance with state and federal guidelines.

General Information
- You may bring or purchase your breakfast or lunch.
- Parents may wish to assure their child of a well balanced diet. If this is the case you can have your child's card coded. This code will alert the lunch help, and only a balanced meal can be purchased.
- We have an automated system for students to use in purchasing their breakfast or lunch.
- Federal School Food Service guidelines do not permit bringing food into the building for groups of students at serving time.
- Students who received free or reduced meals last year will qualify automatically the first week. However, the parents of those students must fill out a new application form and return it to the office in order to continue receiving free or reduced meals.
- All students will be given application forms and guidelines. Students will be notified if they are eligible.

Identimetrics Finger Scanning
The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity

and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:
(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
(2) Fax: (202) 690-7442; or
(3) Email: program.intake@usda.gov.
This institution is an equal opportunity provider.

Ralston Middle School Fee List (Policy 5045)

Fees Assessed
Extracurricular Activity Fee: $20.00
Lunch Prices: $3.05, Reduced Lunch: $0.40
Breakfast Prices: $1.95 Reduced: $0.30
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Lost/Damaged assignment notebook: $4.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $15/$30

Required clothing for PE and extracurricular activities
Select vocal music groups, including show choir, attire: Maximum $185.
Choir-
- Boys- Black pants, shirt, tie, and black shoes.
- Girls- Vests and shoes.

Show Choir-
- Boys Costume- ex. Dress shirt, dress pants, vest, belt, shoes, T-shirt
- Girls Costume- ex. Dress, shoes, accessories, T-shirt

Cheer and Dance-Maximum $150.00
Cheerleading - $100
Gym Shorts and cotton T-shirt (Ralston Middle School offers RMS shorts ($10) and RMS shirts ($10) which are available in the office but not required.)
Towel
Rubber-soled athletic shoes
Undergarments and socks appropriate for the activity.

Optional Fees- not required
Ralston High School Activity Ticket-$50.00
Extracurricular activities travel fee – Not to exceed $500 per event
Extracurricular activities admission – Maximum $5.00 per event
Physicals for 8th Grade Sports-$50.00
Ralston Middle School Yearbook-$20.00
8th Grade Class Picture-$20.00

Student Picture Packages-$15-$25
Printed Clothing
Paperback books for personal ownership

Donations / Fundraising
Family Consumer Science for food and take-home materials used in class-$15.00.
Industrial Technology for home materials used in class that can be taken home-$15.00.
Art Supplies-$15.
As approved by the Superintendent or designee.

Ralston Public School - Chromebook Usage Handbook
The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any device considered by the Administration to fall under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. **Parent/Guardian Orientation**
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. **Distribution**
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. **Transfer/New Student Distribution**
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.

Returning Your Chromebook

1. **End of Year**
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. **Transferring/Withdrawing Students**
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $20.00/$10.00* (*reduced for students who qualify for Free/Reduced Lunch Program) **annually** for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Computing Device Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.
General Precautions

- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection

- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks

- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the Ralston Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the district.

No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The district may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the district. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on Chromebook.

Updates
The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection
Chromebook uses the principle of "defense in depth" to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter
The district utilizes an Internet content filter that is in compliance with the federally mandated Children's Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District's filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection
Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on their Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at RalstonPublic Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by <u>September 1st</u> in order to participate in this program. After this date, a student's device will not be eligible for the RPS ChromebookCoverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The school media center/technology office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification
- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship
School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I

will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy
Ralston Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:

1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.
- Students who knowingly violate the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the

services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public School's Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use

Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the RalstonPublic Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your child. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20, $10 if student is free/reduced lunch status.**
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.**
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to have my child issued a Chromebook to take home.** *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*
	If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program. ⬜ **While I do not wish to have my child issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20.**

Print Full Student Name _____ **Grade** _____

Student Signature (REQUIRED) _____ **Date** _____

Parent/Guardian Signature (REQUIRED) _____ **Date** _____

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties

The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the Ralston Public Schools webpage.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM

As part of the Student Computing Device initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your child. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Schedule of Repair Costs

Description	***Without Device Coverage Cost***	***RPS Device Coverage Program Participant Cost***
Device Replacement	*$290*	*$95*
Motherboard	*$100*	*$50*
Keyboard	*$60*	*$30*
Battery	*$36*	*$18*
LCD Panel	*$36*	*$18*
AC Power Adapter w/ Cord	*$34*	*$17*
Top Cover	*$30*	*$15*

Bottom Base	*$26*	*$13*
Bezel	*$24*	*$12*
Camera	*$20*	*$10*

LINK TO DRAFT HANDBOOK

RALSTON HIGH SCHOOL SUMMARY OF HANDBOOK CHANGES		
2021-2022 Page number	**CHANGE**	**RATIONALE**
1	Amend paragraph to update language on COVID	change in protocols
2	Update personnel	change in roles
7	New welcome letter	change in leadership
11	Graduation requirements	updated requirements for incoming class
12	Grading system and reports	update terminology to reflect new A/B schedule i.e, term, semester
13	Valedictorian	Wording changed to make it easier to understand
15	Tardy procedure	Update with new policy
16	Announcements	Omit "closed circuit television" as we don't use it
17	first line - after school study center	omit; no staffing
17	bell schedule	update to reflect proposed changes
27	Dress code - changed and updated	Largely updated to address problems encountered with 2021-2022 dress code
29	Electronic Devices	Addition about cell phones
34	COVID statement	update verbiage
37	Lockers - lockers will be assigned to 9-11th graders; seniors may request a locker	With the A/B day, more students will need and utilize lockers; we don't have enough for all students: the majority of seniors have cars
38	Make-up work due to absences.	update policy to reflect new schedule
43	Safety and Security	Statement addressing the importance of security; discuss propping of doors, letting outside people in, leaving through certain doors, etc
29	Expectations of compliance	This has become an issue in recent years.
41	Passes	Pass procedure and expectations. State that they are at the discretion of staff members, students who abuse passes, etc.
42	Restrooms	Addressing recent problems
Delete/Add pg 48	New Athletic Eligibility Policy	Addressing concerns with playing sports/activities when failing classes or not attending school

Ralston High School

2022-2023
Student and Family Information Handbook

8969 Park Drive
Ralston, NE 68127-3600
Phone: 402-331-7373
Fax: 402-898-3511

https://www.ralstonschools.org/RHS

School Handbooks are based on Board of Education Policies

Ralston
PUBLIC SCHOOLS

District #54
Ralston, Nebraska

BOARD OF EDUCATION
Dr. Jay Irwin
Elizabeth Kumru

Robin Richards
Merv Riepe
Mary Roarty
Samantha Willey

DISTRICT ADMINISTRATORS
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Mr. Jason Buckingham, Assistant Superintendent of Business
Dr. Cecilia Wilken, Assistant Superintendent of Learning
Dr. Michael Rupprecht, Executive Director for Human Resources
Mrs. Melissa Stolley, Director of Student Services
Mrs. Diane Meyer, Director of Suburban Schools / Metro Regional Program
Dr. Joshua Wilken, Career Education Coordinator / ELL Coordinator

RALSTON HIGH SCHOOL ADMINISTRATION
Dr. Ryan Pivonka, Principal
Mr. Joseph Kilzer, Assistant Principal
Ms. Stacy Athow, Assistant Principal
Mr. Mike Smith, Assistant Principal / Athletic & Activities Director
Mr. Clint Williams, Dean of Students

RALSTON HIGH SCHOOL COUNSELORS
Mr. Michael Burling, 10th Grade, 9th Grade Red Team
Mrs. Tara Vaughn, 11th Grade, 9th Grade Blue Team
Mrs. Melissa Sedlak; Department Chair, 12th Grade, 9th Grade Gray Team

For academic purposes, counselors are divided by grade level. You must see your assigned counselor for schedule-related questions, concerns, or to request a schedule change. Any of the three counselors are available to assist with personal/social issues and college or career questions and planning.

Administrative Offices	8545 Park Drive Ralston, NE 68127 402-331-4700 www.ralstonschools.org
Ralston High School	8969 Park Drive Ralston, NE 68127-3600 402-331-7373 Rhs.ralstonschools.org RHS Calendar/Athletic/Activity schedules: **www.trailblazerconference.org** **Attendance Office** 402-763-4100 (voicemail available 24 hours)

RALSTON HIGH SCHOOL

STUDENT-FAMILY HANDBOOK

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District 54

RALSTON HIGH SCHOOL

"Achieving Excellence as a Community of Learners"

8969 Park Drive • Ralston NE 68127 • 402.331.7373 • Fax 402.898.3511 • rhs.ralstonschools.org

Ryan Pivonka, Ed.D., Principal
Joseph Kilzer, MA, Assistant Principal
Stacy Athow MS, Assistant Principal
Mike Smith, MA, Assistant Principal/AD

Clint Williams, MS, Dean of Students

Dear Ralston High School Students:

We are excited to welcome you to the **2022-2023** school year at Ralston High School! With a new school year comes new opportunities: to learn, grow, challenge yourself, and be your best self. Ralston High School prides itself on its many programs and offerings- both academic and extracurricular. We are a large, class-B high school in the middle of a vibrant metropolitan area. We strive to provide robust opportunities for our students while maintaining a smaller school environment where students are known by staff and feel connected to the greater school community.

Over the past years, Ralston students have excelled in every facet of our school. We have produced National Merit Finalists and state champions. Our graduates have garnered millions of dollars in scholarships through academics, athletics, and their talents in the arts. Students have earned countless hours of college credit through coursework at Ralston High School. Our alumni are prepared for their futures. We are proud of our academies and apprenticeship programs, where students graduate with the necessary skills to immediately enter the workforce in a skilled trade.

These opportunities are available to *ALL* of our students. As we begin the new school year, I challenge you to immerse yourself in the comprehensive high school experience that Ralston offers. Take advantage of the specialty programs and offerings. Get involved in our extensive extracurricular activities. There is a transactional element to high school; the more you put into it, the more you get out of it.

All students have the right to learn in the best possible learning atmosphere, and this is our focus every day. In order to provide the best school climate possible, certain rules and regulations are necessary. You will find the rules and regulations are reasonable, fair, and for the benefit of all students. Ralston High School is committed to providing every student the opportunity to reach their potential in a respectful and safe environment.

Students and parents are required to read this handbook carefully. It outlines the basic policies and regulations of Ralston Public Schools and Ralston High School. At times it may become necessary for the school administration to modify regulations under certain circumstances where adjustments are needed.

At Ralston High School, your voice matters. We want to hear from you. Please feel free to stop by the high school offices to address questions or concerns you may have, or to share your ideas on how we can make Ralston even better. We are eager to get to know each of you. Our number one goal is for each individual student to succeed at Ralston High School in each endeavor they choose to take on.

At Ralston High School we are proud of our rich traditions of excellence and pride, and excited about what our future holds! It's a great day to be a Ralston Ram.

Sincerely,

Dr. Ryan Pivonka
Principal

Ralston's School Song

Hail, Ralston High!

Red, White and Blue, We're loyal to you

Our banners fly!

Onward to victory,

Making Rams' history.

So fight, Ralston, win

We know you can do it, so let's get to it

And let's begin

Onward to victory

Ralston High School—Go! Fight! Win!

HISTORY OF RHS

High school in Ralston had its beginning in September of 1953, with an enrollment of 110 students in grades 9-12 and a faculty of nine members. Because the building was not yet completed, seven classes were held in the Maywood Elementary School until midway through the first year. Dedication of the former high school, located at 82nd and Lakeview, was held on February 28, 1954. At that time, only the first floor of the west wing and the gymnasium were completed. The former high school now serves as Ralston Middle School. In 1968 the high school moved to its present location at 90th & Park Drive. The first senior class of 1954 had a membership of 16. Current enrollment is approximately 1000. Renovation construction began in 2002 and finished in 2005 on the latest renovation project.

Board of Education policies can be accessed at the school building office and on the district website: www.ralstonschools.org.

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district
Policy 3053 – Nondiscrimination.

Ralston Public Schools Purpose Statement
A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope.

Direction Statement
Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believes. . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston High School

Achieving Excellence as a Community of Learners

Vision

An inclusive community focused on: empowering students to reach their highest academic potential, developing their social and emotional awareness, and providing students unique opportunities to explore and plan for their future.

Belief Statements

The Ralston High School community of learners…

- **requires committed, active participation and support from students, parents, staff and patrons of the district.**
- **believes each student can learn when provided a safe, supportive learning environment.**
- **embraces diversity as an integral component of the community.**
- **supports high standards for cognitive and affective development.**
- **strives to provide diverse learning opportunities in fine and practical arts, in conjunction with career exploration and applied technology.**
- **encourages participation in co-curricular and extracurricular activities as a means to develop communication, teamwork, and leadership skills essential for success in a dynamic global society.**

ACADEMIC ACHIEVEMENT AND GRADUATION

ACADEMIC PROGRESS

Students at Ralston High School are placed in academic class years on the basis of years of high school attendance. In order to be on pace for graduation, students need to pass earn the following credits:

Freshman	0-60 hours credit	Junior	120 -180 hours credit
Sophomore	60 -120 hours credit	Senior	180 + hours credit

GRADUATION REQUIREMENTS

Course credit is allowed only for grades 9, 10, 11, and 12. Students may repeat courses in which they earned failing grades, but it is not necessary to repeat courses not required for graduation.

The responsibility for determining when students are eligible to graduate from high school is delegated by the Board of Education to the building principal.

All students must successfully complete 240 hours of credit in grades 9-12, and attend a minimum of seven semesters. Students may graduate at the mid-term of their senior year if they make a formal application to their counselor prior to the end of the first semester of their senior year. Any request by a student to graduate earlier than the midterm of their senior year will be reviewed by the high school principal and a recommendation will be made to the Board of Education for approval. All students must complete the stipulations of an Individual Learning Plan.

The high school principal will review any unusual circumstances related to these graduation requirements for any student and make appropriate recommendations to the Board of Education.

Specific Requirements – Each student is expected to successfully complete coursework in each of the following areas as listed:

Class of 2023-2025:

1.	**English**: 35 credit hours (Must pass English 1, English 2, English 3, and 1 semester of Composition)	35
2.	**Oral Communication**: 5 credit Hours	5
3.	**Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History)	30
4.	**Mathematics**: 30 credit hours (10 credit hours must be earned in courses above the Pre-Algebra level)	30
5.	**Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science)	30
6.	**Physical Education**: 20 credit hours (Must pass Health and Wellness and PE Swim) If students test out of Fitness and Swim Foundations, they need 5 credits of additional PE.	20
7.	**Fine Arts**: 10 credit hours - Art, Music, Drama	10
8.	**Practical Arts**: 20 credit hours - Business Education, Career Training Programs (must pass Career Exploration), Family and Consumer Sciences, Industrial Technology, Health Sciences	20
9.	**Personal Finance**: 5 credit hours If students test out of Consumer Finance they will need additional 5 elective credits.	5
10.	**Elective Courses**: 75 credit hours - Foreign Language, Yearbook and any additional credits beyond required coursework.	75
11.	**Community Service**: 10 hours for each year of attendance at Ralston High School.	

MINIMUM CREDIT HOURS TO GRADUATE 240

Class of 2026 and Beyond:

1. **English**: 40 credit hours (Must pass English 1 and English 2), 40
2. **Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History) 30
3. **Mathematics**: 30 credit hours (10 credit hours must be earned in courses above the Pre-Algebra level) 30
4. **Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science) 30
5. **Physical Education**: 20 credit hours (Must pass Health and Wellness and PE Swim) If students test out of Fitness and Swim Foundations, they need 5 credits of additional PE. 20
6. **Fine Arts**: 10 credit hours - Art, Music, Drama 10
7. **Career and Technical Education**: 20 credit hours- Business Education, Human Sciences, Industrial Technology, Health Sciences, Career Training Programs (must be a Career Pathway Completer or pass College and And Career Readiness) 20
9. **Personal Finance**: 5 credit hours - 5
10. **Elective Courses**: 55 credit hours - Foreign Language, Yearbook and any additional credits beyond required coursework. 55
11. **Community Service**: 10 hours for each year of attendance at Ralston High School.

MINIMUM CREDIT HOURS TO GRADUATE: 240

GRADING SYSTEM AND REPORTS

Ralston High School will operate an extended learning time schedule that consists of terms and semesters. It is important that students and parents understand the difference.

~~**Term** - consists of a 9-week period of instruction. There are 4 terms in the school year. Final grades and corresponding credits will be posted on students' permanent record at the end of each term.~~

Quarter - consists of a 9-week period of instruction, and is used for progress monitoring only. Progress reports will be generated at the end of quarters 1 and 3.

Semester – consists of two, ~~9-week~~ 18-week terms. A class that meets every other day is worth 10 credits and will last for a full ~~semester~~ year. There will be 5 credits awarded for a passing grade at the end of each ~~term~~ semester.

The following is an explanation of Ralston High School's grading system:

A - Superior	92 - 100%	D - Below Average	67 - 75%
B - Above Average	84 - 91%	F - Failure	66% and Below
C - Average	76 - 83%	Inc. - Work to be made up	

Incomplete work must be completed within one week of the end of the term unless an administrator approves more time. No incomplete grades may be given at the end of the second semester/term 4.

Running grades, progress reports and end-of-term/semester report cards are always available by accessing the **R-KIDS electronic gradebook at www2.esu3.org/dws/rhighschool**; therefore, mailings of these documents will no longer be automatically made. Parents may call to request a printed report card at the end of a given ~~term/~~semester. Parents should check the RHS homepage for dates that progress and end-of-term/semester report cards are available and are urged to contact teachers whenever necessary. Mid-term progress reports will be available at the

door during Parent-Teacher Conferences in terms 1, 2, and 3. Grades on end-of-term report cards become part of the permanent record.

Transcripts

Official transcripts of student records will be sent to requested institutions electronically and are issued at the request of the student or student's parent/guardian. There may be a nominal fee associated with such requests, depending on the requesting college or agency. Requests take time to process, so please make your requests well ahead of any deadlines. Please contact a counselor for details on requesting official transcripts.

GRADE POINT AND MARK POINT AVERAGES

Below is the Ralston High School Mark Point Average Table and an example of how Mark Point Average (MPA) can be determined for a single semester.

Adv'd Rank Classes	Grade Earned	Unranked Classes
5 mark points	A	4 mark points
4 mark points	B	3 mark points
3 mark points	C	2 mark points
2 mark points	D	1 mark point
0 mark points	F	0 mark points
Not computed	Pass/Fail	Not computed

EXAMPLE: Determining a Student's Grade Point Average

Course	Grade	Credits	Mark Pt Value		Mark Points
Spanish 3	B	5	times	3	equals15
Psych/Soc	C+	5	times	2	equals10
Geometry	C	5	times	2	equals10
Biology	B	5	times	3	equals15
Honors Eng 2 AR	A-	5	times	5	equals25
Edgenuity	P	3	(Not computed in MPA)		
Total Credits Earned		28	Total Mark Points		75
75 total Mark Points	÷	25 Credits Attempted	=		3.00 GPA

CLASS RANK

Class Rank will be determined by the weighted Grade Point Average of students and will be utilized by RHS for the purpose of graduation recognition and honors. GPA's are placed in a high-to-low numerical order, resulting in a ranking of all students for that grade level. Combined Rank is a high-to-low listing of a student's weighted GPA multiplied by total mark points attempted. ACT Rank (ACRS: Academic Class Ranking System) is a high-to-low listing of a student's ACT score + unweighted GPA x 9 + (earned credits/semester). Weighted GPA Rank (SCRS: Scholastic Class Ranking System) is a listing of a student's weighted GPA in a high-to-low numerical order. Weighted GPA is computed by dividing a student's total mark points by the number of credits attempted.

ACADEMIC HONORS AND LETTERS

Physical awards that recognize academic achievement will be based on a student's current school year GPA for terms 1-3. For students to be eligible for such recognition, they must have earned 45 credits through Term 3 of the current school year and have a minimum of a C or higher in all of their courses. Pass/Fail classes will not count toward the 45 credits.

- Merit Roll Certificate — Terms 1-3 GPA — 3.00 - 3.49
- Honor Roll Letter/Pin — Terms 1-3 GPA — 3.50 - 3.99
- Roll of Distinction Letter/Pin — Terms 1-3 GPA — 4.00 and above

SENIOR HONORS AND RECOGNITION

Grade Point Averages used to determine honors recognition at commencement are based on grades at the end of 7 semesters of academic work.

Honors and recognition are reserved for students in their 4th year of high school or early graduates, as approved by the principal.

Valedictorian

The student(s) ranked first in the ~~Scholastic~~ District Class Rank System and the student(s) ranked first in the ~~Academic Class~~ Mark Point Average Rank System will be recognized as valedictorians and invited to speak at commencement. If a valedictorian declines this opportunity, it will be extended to the next highest-ranking student in that system. ~~If one student is ranked first in both systems, the second-ranked student in the SCRS and the second-ranked student in the ACRS will also be invited to speak at commencement.~~ The class may also select a spokesperson to speak at commencement.

Senior Achievement Awards

Seniors will be awarded honor cords based on the Cumulative Grade Point Average after 7 semesters of academic work: 4.0 to 4.19 = white cord; 4.20 to 4.39 = silver cord; 4.40 and above = gold cord.

300 Club

Two hundred and forty credits are required to graduate. Graduates accumulating 300 or more credits will be recognized at graduation.

Community Service Excellence

Students earning one hundred or more hours of Community Service by April 15 of their final term will be recognized at graduation.

CTE Program of Study Completer

Three or more prescribed courses in a career pathway as set by The Nebraska Department of Education.

ATTENDANCE EXPECTATIONS AND PROCEDURES

COMPULSORY / REQUIRED ATTENDANCE AND EXCESSIVE ABSENTEEISM / TRUANCY

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy. (Board Policy 5001)

ATTENDANCE CLASSIFICATIONS

Ralston High School recognizes the importance of consistent attendance in order for students to be successful. Ralston High School utilizes a block schedule and missing a day of school means that students lose approximately 1½ hours of instruction per class. In addition to the state requirements, when a student reaches ten (10) absences (excused or unexcused) an attendance letter will be mailed home to parents.

Those students who are hospitalized or who suffer from debilitating illness and are under a doctor's care and ordered not to attend school are encouraged to provide the attendance secretary with written documentation from their healthcare provider to that effect.

Absences from class due to suspension are not considered part of the absence limitations. Students who are participating in or attending school-sponsored activities are considered present at school, and class absences incurred as a result of participation in or attendance at school activities do not count toward stated limits.

Activity/Athletic Absence

School sponsored activities are those where a student is on an official roster or participation list. Students engaged in school sponsored activities will be counted present at school. Completed permission forms must be turned into the sponsor one day prior to the activity.

Activity/Athletic Participation

Please refer to the Athletic/Activities section found later in the student handbook regarding participation in practices and/or performances when there is an absence during the day (see the Activity and Athletics sections starting on page 49).

Appointments During the School Day

Parents/Guardians must call the attendance line in advance if their student needs to leave during the school day for an appointment. Written notes will not be accepted. In order to minimize classroom disruptions and expedite the student's release from class, such a call should be made with **at least one hour's advance notice** of the time the student needs to sign out to leave the building. In order for the absence to be excused the student must provide medical documentation or other information to document the appointment. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100.

College Visits for Seniors

Seniors are urged to visit colleges during vacations or teacher instructional prep days. Parents/Guardians of seniors who wish to visit a college on days when school is in session must call in advance to inform the school in order to be excused. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Discontinuing Enrollment - 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll. (https://www.education.ne.gov/aded/pdfs/NebraskaWithdrawalFromMandatoryAttendanceForm.pd) (Board Policy 5001)

Lunch Skips

A "lunch skip" is when a student who is not a senior with off-campus lunch privileges leaves the building without a parent or guardian physically coming into the attendance office and signing them out. Students who skip lunch may have consequences/interventions assigned such as car/bag searches, loss of privileges, detention(s), support group, suspension, up to mandatory reassignment from Ralston High School.

Students who have permission to leave campus for lunch (seniors with open lunch or those with *pre-arranged* appointments/parent pick-up) are expected to be on time for class following the lunch period.

Prearranged / Extended Absences

Parents/Guardians must call the attendance office in advance of a planned extended absence from school, or as soon as possible in an emergency situation. Written notes will not be accepted. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Students who need to miss the last 3 days of any term need to have administrative pre-approval in order to make up any missed final exam.

State Meet and Tournament Absences

Students wishing to attend a state meet or tournament must have a parent/guardian call and give permission unless otherwise directed. Students are expected to keep up with any class assignments missed and are responsible for making arrangements with their teachers in advance

for collecting and completing homework for such absences. See “Make up work due to absence” for further information.

Unexcused Absences/Class Skip

Students are expected to attend all of their classes each day unless excused by a parent/guardian or the student is on a school-sponsored activity. Students who miss class unexcused (class skip) will be subject to consequences/interventions such as car/bag searches, loss of privileges, homeroom intervention, detention(s), suspension, loss of class credit, up to mandatory reassignment from Ralston High School.

REPORTING ABSENCES

When a student is absent from school, a parent or guardian of that student must call the school attendance number (402-763-4100) by 8:30 a.m. on the day of the absence. Failure to call will result in the absence being recorded as unexcused. **The absence will remain unexcused unless the parent/guardian calls the school by 3:00 p.m. of the school day following the day the absence occurred**. **NOTES WILL NOT BE ACCEPTED.** Messages can be left 24 hours a day on voice mail.

TARDY PROCEDURES

Punctuality is a life skill valued by employers and society at large. In order to minimize disruptions to learning and to help students learn lifelong skills, Ralston High School expects students to be on time for school and on time for individual classes.

1. Students who are tardy to class will be marked accordingly by the teacher in attendance.
2. Any student who is more than 20 minutes late to a class period will be required to check in with the attendance office to receive an office pass to class.
3. Parents will receive frequent communication as students accumulate tardies to classes.
4. Tardies to classes will be handled in the following way

    - Each time the student is tardy the teacher will conference and problem solve with the student. Teachers may assign consequences.
    - Parent/Guardian listed as the primary contact will receive an email alert informing them of the tardy.
    - Consequences may include loss of privileges, detention(s), suspension, and/or mandatory reassignment from Ralston High School will be assigned to students who accumulate multiple tardies to classes within a term.

SKIPPED DETENTION

Students who miss an assigned detention may earn additional consequences up to and including mandatory reassignment from Ralston High School.

GENERAL EXPECTATIONS AND PROCEDURES

The Ralston Public School District has an ongoing commitment to provide opportunities for all to become secure, self-reliant individuals who recognize the significance of their own lives and their ability to contribute to the lives of others.

Definitions:

Caring – any word, look, sign, or act that respects a person’s body, feelings or things.

Violence – any word, look, sign, or act that hurts a person’s body, feelings or things.

Students should be There, be Respectful, be Responsible and be Safe.

ANIMALS ON SCHOOL GROUNDS (Policy 3046)

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. (Board Policy 3046)

ANNOUNCEMENTS

Announcements pertaining to general school business will be allowed as long as they apply to authorized Ralston High School organizations and activities. Announcements are published in multiple forms: student/staff email, web page, closed-circuit television scroll. If an announcement is to be included, it must be in the office by noon the day before it is to be published. Announcements must be signed by the sponsor and an administrator.

AUTOMATED PHONE MESSAGES

Ralston Public Schools will use its automated phone message system to relay important time-sensitive information to Ralston families. This information will include school closings for inclement weather. Please notify the school office of changes to home, cell, work or other contact phone numbers as soon as these changes are made.

ALTERNATIVE COMMUNICATION METHODS

Ralston High School strives to communicate well. You can expect to be communicated with in many different fashions and forms. Ralston Public Schools uses the District App, social media, R-Kids, and Blackboard as other forms of communication.

BACKPACKS / DRAWSTRING BAGS

Students may carry a drawstring bag, backpack, tote bag, or purse which is no more than 18" x 20" x 6" (width, height, and depth) at any time during the school day; however, gym bags will not be allowed in the halls during the school day. All gym bags must be stored in students' lockers at all times between the hours of 8:00 and 3:17. Student bags are subject to search.

BUILDING HOURS / DOOR ACCESS

Ralston High School is open to students from 7:30 a.m. to 3:30 p.m. When students arrive they should report to the cafeteria, library, or college/career center. Students must exit the building by 3:45 p.m. unless they are under the direct supervision of a staff member. ~~Students who remain at school after 3:45 p.m. must report to the After School Study Center in the cafeteria.~~ Students who do not report to the room will have their parents called to pick them up and may lose their privilege to stay after school and are subject to school discipline.

For safety and security reasons, students should always enter/exit the main doors on the front side of the building. Students may use any exit at *the end of the official school day at 3:20*. Students leaving for appointments or for open lunch/campus privileges are expected to use the main doors on the front side of the building or risk disciplinary action up to and including losing their privileges. Additionally, disciplinary action up to and including suspension may be assigned for students who open secure doors for others seeking access during the school day.

Full Day Schedule
Mon (HR instead of WIN), Tue, Wed, Thur

Block 1: **8:00-9:30** (90 minutes)
Block 2: **9:35-11:05** (90 minutes)

Block 3: **11:05-1:05 (120 minutes)**
Lunch 1: **11:05-11:30** ***Class:*** **11:35-1:05** (90 min)
Lunch 2: **11:35-12:00** ***Class:*** **11:10-11:35** ***and*** **12:05-1:05** (85 min)

Lunch 3: **12:10-12:35** ***Class:*** **11:10-12:10** ***and*** **12:40-1:05** (85 min)
Lunch 4: **12:40-1:05** ***Class:*** **11:10-12:40** (90 min)

Block 4: **1:10-1:45** (35 min) **(Monday - HOMEROOM, Tues/Wed/Thurs - WIN)**
Block 5: **1:50-3:20** (90 min)

Early Release Schedule
Friday

Block 1: **8:00-9:15** (75 minutes)
Block 2: **9:20-10:35** (75 minutes)
Block 3: **10:40-12:25** (105 total minutes)
Lunch 1**: 11:00-11:25** ***Class:*** **10:40-11:00** ***and*** **11:30-12:25** (75 min)
Lunch 2**: 11:30-11:55** ***Class:*** **10:40-11:30** ***and*** **12:00-12:25** (75 min)
Lunch 3: **12:00-12:25** ***Class:*** **10:40-11:55** (75 min)
Block 5: **12:30-1:45** (75 minutes)

**Important notes concerning Friday early dismissal PLC Schedule: Teachers are unavailable for assistance after dismissal. Students need to leave the building unless they are with a coach or other supervising adult. Students will not be permitted to loiter in the halls or common during PLC meetings.

At certain times in the school year, the bell schedules may be altered due to school activities. During those times, students with open campus or release privileges MUST ATTEND CLASSES ACCORDING TO THE ALTERED SCHEDULE. Failure to do so may result in disciplinary action up to and including loss of the release privilege.

CLOSED CAMPUS

Ralston High School operates as a closed campus with the following exceptions that are explained in further detail in the sections below: • Senior Open Lunch, • Senior Open Campus, • Release Period

Those students who have permission to leave campus but choose to remain during their release periods are expected to report by the tardy bell and remain for the period to the library.

Students may lose their privilege to leave the building and grounds for loitering in classrooms, the hallways, restrooms, commons, etc. or for other disciplinary reasons at the administration's discretion.

Requirements for ALL Release Privileges

- For safety/security reasons, students must exit/return through the commons doors ***only***.
- For safety/security reasons, students must be prepared to show their student ID leaving and returning every day. Students without their ID will NOT be allowed to leave – no exceptions.

- Students who choose to remain on campus during a release must report on time and remain for the duration of the period to the library, computer lab or college/career center.
- Students may lose any privilege outlined for academic and/or disciplinary purposes at the administration's discretion. This includes, but is not limited to failing grades, exiting doors other than the commons, loitering in unapproved areas, class or lunch skips, taking those without privileges off campus, etc.
- Students should read, know and follow additional requirements specific to their privilege as outlined in the student handbook.

Please note: Seniors must be enrolled in 3 of 4 class periods per day. (WIN time is expected of all students in addition to the 3 class periods) in order to be eligible for many commencement honors, scholarships, college admissions and/or varsity athletic participation. ***It is ultimately the student and parent/guardian's responsibility*** to ensure the student is enrolled in and participating in the number of courses required for these purposes. Seniors on track for graduation may have one open period per term with the approval of the counselor.

Senior-only Open Lunch
Due to Federal lunch regulations, students who leave campus for lunch may not bring food or drinks back to the building from area establishments. All other students or seniors who lose their open lunch privilege for academic/disciplinary reasons must remain at school during their lunch period.

COLLEGE AND CAREER CENTER

The College and Career Center is provided to assist students in securing information about post-high school education and careers. The center is open daily.

COMMENCEMENT

Commencement is a *privilege* arranged to celebrate students' successful completion of high school graduation requirements. Students who have failed to meet graduation requirements two weeks prior to commencement of their senior year may be denied this privilege. At administrator's discretion, this privilege may also be denied for disciplinary reasons.

COMMENCEMENT ATTIRE:
Graduation apparel is limited to appropriate caps, gowns and honorary decorations designated by the school. All other apparel is not permissible unless cleared through the Superintendent's Office prior to graduation.

DISCIPLINE, STUDENT (Board Policy 5035)
Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

   2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

   3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

   4. Students who are short-term suspended will be given the opportunity to complete classwork including but not limited to examinations or other forms of student work showing academic progress.

Emergency Exclusion

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

Weapons and/or Firearms

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

Long-Term Suspension

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

Expulsion

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

2. **Summer Review.** Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year. The review will be conducted by the hearing officer who conducted the initial expulsion hearing, or a hearing officer appointed by the Superintendent in the event no hearing was previously held or the initial hearing officer is no longer available or willing to serve, after the hearing officer has given notice of the review to the student and the student's parent or guardian. This review shall be limited to newly discovered evidence or evidence of changes in the student's circumstances occurring since the original hearing. This review may lead to a recommendation by the hearing officer that the student be readmitted for the upcoming school year. If the school board or board of education or a committee of such board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.

3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.

4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and

intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;

b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violation of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

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

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of their findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student themselves, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardians or representatives from discussing and settling the matter with appropriate school personnel prior to the hearing stage.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below.

6. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing officer who shall follow the "hearing procedures" outlined below, except

that the time constraints set forth may differ as provided by law and this policy. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

7. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

EMERGENCY EXCLUSION

Grounds for Emergency Exclusion

Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

Extension of Exclusion

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

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

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

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

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

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

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

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

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

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

Right to Know Issues and Nature of Testimony. The student and their parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

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

Sworn or Affirmed Testimony. The principal or their designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of their findings and recommendations, and forward the report to the superintendent.

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

DISCIPLINE FOR OFF-CAMPUS BEHAVIOR

Students may be subject to discipline for conduct that does not occur on school grounds, at a school-sponsored activity or athletic event, or in a school vehicle if such conduct causes a substantial or significant disruption to the educational process. Such discipline may include, but is not necessarily limited to: counseling of students; parent conferences; rearrangement of schedules; requirements that a student remain in school after regular hours to do additional work; restriction of extracurricular activity; requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation; in-school suspension; short-term suspension; emergency exclusion if the student's conduct presents a clear threat to the physical safety of themselves or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education; and/or any other consequence determined appropriate by the administration and allowed by law. The failure to serve or comply with the disciplinary consequences as directed will serve as grounds for further discipline, up to and including expulsion from school.

DANCES

All currently enrolled Ralston High School students in good academic and behavior standing and their parents/guardians are cordially encouraged to attend dances held by our school. In order to maintain a safe environment for all attendees, students may be subject to drug/alcohol screening checks prior to entry. Students who have been suspended or have been mandatorily reassigned will be ineligible to attend dances or social functions held within the suspension/reassignment time. Additionally, at the administrator's discretion, students who have repeated disciplinary/attendance/tardy infractions or are academically at risk in the weeks leading up to a dance may be ineligible to attend. **All students and guests must present identification prior to admittance to any dance sponsored by Ralston High School.**

Outside Dates:

1. All outside dates must be registered a minimum of 3 school days prior to the dance.
2. Anyone not registered the night of the dance will not be allowed entry.
3. One outside date per RHS student.
4. If the outside date is removed from the dance, the RHS student who brought him/her will also be removed.
5. All dance attendees will follow all school rules, regardless of age.

Dress Code:

1. If a supervisor deems clothing inappropriate, the student will need to change, add clothing to what they are wearing, or be removed from the dance.

Dance Behavior:

1. If dancing is inappropriate, the student(s) involved will be asked to leave without additional warning or refund
2. All students need to make ride arrangements to be picked up at the conclusion of the dance. Any student on school grounds 30 minutes following a dance may be prohibited from attending the next school dance.

Eligibility Requirements for Dance Royalty

Seniors who are in their 4th year of high school are eligible for Homecoming or Prom royalty provided they meet the following conditions as confirmed by the administration:

1. Have been involved in at least two (2) school-sponsored activities during high school.
2. No suspensions during the current school year.
3. Seniors can be on the court for any or all dances until they have been named King or Queen.

DRESS CODE

School is a place for serious work and study and a student's dress should contribute to that environment. The responsibility for the dress and grooming of a student rests primarily with the student and their parents or guardians.

Allowable Dress & Grooming

- Students must wear clothing including both a shirt with pants or skirt, ~~or the equivalent~~ and shoes.
- ~~Shirts and dresses must have fabric in the front, back, and on the sides. Shirts and dresses must also have straps. Fabric must extend from armpit to armpit.~~
- Clothing must cover undergarments and waistbands, ~~bra straps are excluded.~~
- Fabric covering all private parts (breasts, genitals, and buttocks) must not be see through.
- Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider.
- Pajamas, blankets, bathrobes, and slippers are not to be worn during school.
- Clothing that has the potential to create a safety or health risk: chains, dog collars, or sharp objects are not to be worn to school or during activities.
- Headwear must allow the face to be visible and not interfere with the line of sight to any student or staff. Hoodies or hats with bills are not allowed. Any headwear must allow the student's face and ears to be visible to staff. Hats with bills cannot be carried by students during school hours. Students must keep them in their locker or backpack.
- Clothing must be suitable for all scheduled classroom activities including physical education, science labs, woodshop, and other activities where unique hazards exist.
- ~~Specialized courses may require specialized attire, such as sports uniforms or safety gear.~~

~~**Non-Allowable Dress & Grooming**~~

- Clothing may not depict, advertise or advocate the use of alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not depict pornography, nudity or sexual acts.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected groups.
- Clothing cannot be gang-affiliated.
- If the student's attire or grooming threatens the health or safety of any other person, then discipline for dress or grooming violations should be consistent with discipline policies for similar violations.

ELECTRONIC DEVICES

~~Ralston High School recognizes the increased use of electronic devices in society and also recognizes their value when used properly.~~ Our primary concern is the academic success of students since the misuse of electronic devices can interfere with student learning. We also understand the need for parents to occasionally contact their student; however, it is best to call the office and a note will be sent to the student. **Students are not allowed to check their device**

or respond to parent contacts during class time. Students are not allowed to have headphones in their ears during class time, as it distracts from learning and teaching. Students will be required to keep phones turned off and in backpacks or turned into the phone holder in the classroom upon entering. Students may not keep phones on their desks or on their laps. Phones can be used inappropriately as tools for cheating, and this ensures all students have a fair and equitable experience. The following rules will govern the use of electronic devices at the high school:

1. Students must follow the school electronic policy as stated above. Staff may confiscate electronic devices and or headphones if students fail to comply with those expectations. Students who refuse to turn their electronic devices over to the teacher will be sent to the administrator's office and a parent will be contacted.
2. Electronic devices may be used before and after school, during lunch, and during passing periods.
3. Electronic devices may NOT be used in the theater, when guest speakers are presenting, during school assemblies or other times as announced.
4. Students must discontinue use of any electronic device when so instructed by any staff member at any time during the school day;
5. Electronic devices that are confiscated by staff will be returned to the student at the end of the class period.
6. The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution and possible inclusion on sex offender registries.

Student 1:1 Chromebook. Please refer to the Ralston Public Schools Chromebook Usage Handbook. The complete Ralston Public Schools Chromebook usage handbook can be found on page ___.

EXPECTATIONS OF COMPLIANCE

It is the expectation that all students follow the explicit directives of the school staff. Any student who willfully disregards directives is subject to disciplinary action.

It is also the expectation that students will engage respectfully and answer direct questions from staff members. Students who fail to properly identify themselves to staff members when asked are demonstrating noncompliance.

Students who ignore directives or are non-compliant will be subject to consequences up to and including mandatory reassignment from Ralston High School.

FIGHTING

Fighting (verbal or physical) or instigating a fight will not be tolerated. Being involved in a fight may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

FIRE AND DISASTER DRILLS

We at Ralston High School take the safety and security of our students and staff very seriously. As a result, we have instituted a safety plan that we feel will be very beneficial in the event that an emergency situation would occur at any of our schools. Included below, you will find a web link for the safety system referred to as the Standard Response Protocol or SRP. The SRP system has been incorporated into several school districts in the Omaha Metro area. Currently all Sarpy County schools have implemented some form of SRP into their current safety plans as well as some Douglas County schools.

At RHS we will practice evacuation drills, sheltering in place drills, and lockdown/lockout drills over the course of the school year. We provide this information to you so you have knowledge of our plan and have an idea of how our school will respond in the case of an emergency.

We also have included a listing of our reunification site in case we would need to evacuate RHS. While we hope that these plans will not have to be used, we will continue as a school to prepare as best we can for an emergency event.

Reunification Plan for Ralston High School

In the event of an emergency that would require the evacuation, RHS students and staff would report to the reunification sites listed below. If an emergency were to occur we would attempt to communicate with our parents through the use of our mass call/email/text program to provide updates along with instructions on how best to help us navigate the emergency. We will need to account for each student during the time of reunification, please prepare yourself mentally that there will be a check-out procedure for each student that we will run as efficiently as possible. While we hope that we will never have to use this reunification plan, we feel that preparation is the key to best managing an emergency event.

Ralston High School - Ralston Arena at 7300 Q Street.

FIREWORKS, SMOKE BOMBS, ETC.

The school will have a zero-tolerance level for any fireworks, smoke bombs, or any other such disruptive products. Any such offense may result in consequences including, but not limited to suspension and/or recommendation for reassignment/expulsion, and law enforcement being involved.

FOOD AND BEVERAGE

Food and drink may not be taken out of the cafeteria. Pre-packaged food and bottled water may be allowed in classrooms and carpeted areas at the teacher's discretion. Students are responsible for disposal and clean-up associated with food/drink.

Deliveries of food from local establishments to students during the school day are not allowed.

FUNDRAISING ACTIVITIES/CANDY SALES

No fundraising activities will be sponsored without the Athletics/Activities Director's consent.

HALL REGULATIONS

Students will be allowed in the halls only during passing periods or with a signed pass.

HARASSMENT

The school will have a zero-tolerance level for any harassment toward any student or adult. Harassment consists of verbal or physical behaviors related to a person's gender, race or sexual orientation which creates an intimidating, hostile, or offensive environment. Conduct, such as

intimidation, hostility, rudeness, or name-calling can be abusive and, therefore, harassment. (Reference. Title VII,Sec. 703 Civil Rights Act of 1964 - revised Civil Rights Act of 1991)

Consequences for harassment may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

BULLYING (Policy 5054)

Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

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

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

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

Sexual Discrimination and Sexual Harassment of Students (Policy 5026)

I. Sex Discrimination
   A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
   B. Any individual who believes they are being discriminated against on the basis of race, color, national origin, sex (including pregnancy), gender identity, gender expression, sexual orientation, religion, marital status, disability, age or any other classification protected by applicable local, state, or federal laws may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

II. Sexual Harassment
   A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
   B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual

advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:

C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.
D. A student who feels they have been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom they feel comfortable.
E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions

A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.
B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

HEALTH SERVICES AND REGULATIONS

MEDICAL

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

-Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

-When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**

-If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

-Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria,

pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chickenpox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chickenpox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

MEDICATION

Administering Medication to Students
Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication
a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to school by a responsible adult in the prescription container and must be
properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over-the-counter medication.
a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These include, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
b. Parents/guardians must sign an Authorization for Medication form provided by the school.
c. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
d. The container must be labeled with the child's name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication leftover, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is an objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be

expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from the physician or phone call from the doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin and/or eggs are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

DUE TO COVID-19, THERE MAY BE CHANGES TO CURRENT PRACTICES AS WE GET CLOSER TO THE UPCOMING SCHOOL YEAR.

HOMEROOM

Each student will be assigned to a Homeroom led by a certified teacher. All students are expected to report to Homeroom. The homeroom groups will meet regularly once a week for activities that include, but are not limited to: character development and career planning curriculum, team-building activities, "housekeeping" activities such as announcements and voting (class officers, dance royalty, etc.), and registration for the following year's courses. Attendance is required for homeroom as it would be for any other scheduled class and consequences assigned accordingly for tardies and/or failure to attend.

IDENTIFICATION CARDS

All Ralston High School students will be issued an ID Card. The unaltered ID card will be used for student identification, activity card status, lunchroom account use, library use, and other general purposes at school and school events. These pictured cards will be issued at no cost. All ID Cards are the property of RHS and are kept by the student until the end of the school year.

All students must have the ID Card in their immediate possession when they are in school or at school events. This may include hanging from a lanyard worn around the neck, in a purse or wallet, or in the student planner or notebook. Students must present their ID when requested to do so by a staff member. Students without an unaltered ID Card or students refusing to show an ID Card to a staff member may be referred to the office for administrative disciplinary action.

Students will be expected to show their ID at the security camera when requesting access to secured doors during the school day. Students will also be expected to use their ID in the cafeteria. Those who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so identity can be verified prior to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

Lost cards should be reported to the main office and a replacement will be issued for a charge of $5.00. New lanyards can be purchased for $1.00.

INTERNET AND COMPUTER ACCESS (Policy 5037)

I. **Student Expectations in the Use of the Internet**

A. **Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects. Students may use the Internet to gain access to information about current events.
3. Students may use the Internet to conduct research for school-related activities.
4. Students may use the Internet for appropriate educational purposes.

B. **Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in online auctions, online

gaming or mp3/mp4 sharing systems.

5. Students shall not disclose personal information, such as their name, school, address, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

II. **Enforcement**

A. Methods of Enforcement

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

B. Consequences for Violation of this Policy

1. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
    a. Loss of computer privileges;
    b. Short-term suspension;
    c. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and

d. Other disciplines as school administration and the school board deem appropriate.

2. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.

III. **Children's Online Privacy Protection Act (COPPA)**

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

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

POLICY 5063 AUDIO & VIDEO RECORDING

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

LEAVING SCHOOL DURING THE DAY

Students are not allowed to leave the school building during the school day unless permission has been granted from an administrator or the school nurse. Students will not be allowed to leave the school premises without permission from the parents or guardian. This permission can be granted by a phone call to an administrator or the attendance secretary. Students who leave the building without permission and return to the building will be searched and other appropriate consequences assigned.

LOCKERS

The first week of school 9th, 10th & 11th-grade students will be assigned a locker. Senior students may see the main office to request a locker. Students may **NOT** switch lockers with another student without permission from the office. Sharing of lockers is not allowed. All lockers are the property of the school and are available to students for their use. As school property, lockers are subject to inspection/search at any time by school officials. Students should not expect privacy regarding any item placed in a locker. Students are responsible for whatever is contained in their lockers.

Students should not give locker combinations to anyone, and should not keep valuable items in a school locker. The school cannot assume any liability for loss or theft of a student's money or valuables.

LUNCH

Each Ralston High student will be provided with a 30-minute period for lunch. Students must report to and remain in one of the designated lunch areas. Students must request a pass to leave an area once they have reported to that location. No food from outside establishments is permitted in the building.

Students are expected to behave with respect, responsibility and safety in mind during the lunch period. This includes picking up their table/space. Students who leave trays/food/trash behind or otherwise cause disruption in the cafeteria will be subject to disciplinary action, up to and including mandatory reassignment from Ralston High School.

Students must have their ID Card with available funds in the account to purchase lunch, or pay with cash. Households are expected to maintain a positive school meals account. All meals are charged to each student's meal account and must be paid for. Any student with a negative meal account will not be allowed to purchase ala carte food items, such as additional entrees,

bottled water, etc. Students who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so their identity can be verified prior to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

IDENTIMETRICS FINGER SCANNING

The Ralston Public Schools use a finger scan system to provide security for your students' meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

NON DISCRIMINATION STATEMENT

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

(1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;

(2) Fax: (202) 690-7442; or

(3) Email: program.intake@usda.gov.

This institution is an equal opportunity provider.

MAKE-UP WORK DUE TO ABSENCE

It is difficult to make up all work missed due to absence or suspension since student interaction, discussion, and laboratory experiments cannot be replicated. A student may be allowed to make up all possible classroom work when an absence occurs. Students may also make up any missed tests because of absences. **It is advisable for work to be completed prior to anticipated absences.** Under typical circumstances, the student should be allowed 2 days to make up work for each day of **excused** absence. Students who are absent due to a special request

during the last 3 days of a term may not be allowed to make up final tests without **advanced** administrative approval.

Students will use their 1:1 device to email teachers about their absence and request make-up work.

MAKE-UP WORK DUE TO SUSPENSION

Refer to section DISCIPLINE, STUDENT on page 18.

MEDIA CENTER / LIBRARY / COMPUTER LAB

General Information and Expectations

1. The library is open from 7:40a.m. until 3:40 p.m. when school is in session.
2. Books may be checked out for a three-week period.
3. Back issues of magazines may be checked out for a three-week period. Current magazines must be read in the library.
4. A total of 10 items can be checked out at one time.
5. Students must use their student ID Card to check out materials. Students are responsible for any late, lost, or damaged materials checked out in their name.
6. Students should not check out books for another student using their ID Cards.
7. Students must have a pass signed by a teacher to be in the Computer Lab or Library during school hours, unless they are with their class or have Open Campus.
8. Food, drink, and electronic devices are only allowed in the Computer Lab or any Media Center area with advanced staff permission.
9. Computers must be used for school purposes only and for the reason assigned by the teacher. Games/social sites and personal e-mail are not permitted without advance staff permission.

MEDIA CENTER / LIBRARY / COMPUTER LAB

Copyright Guidelines for Computer Usage

In order to comply with Public Law 96-517, Section 10(b) which amends Section 117 of Title 17 of the United States Code and Policy EGAAB of the School District of Ralston the following guidelines shall be followed by all faculty, staff, and students.

1. Under no circumstances shall illegal copies of copyrighted software be made or used on school equipment.
2. Software that resides on a school computer's hard drive, network, disk, CD-ROM, or other storage device shall not be copied or transferred to another medium of storage.
3. Shareware and public domain software must be reviewed and registered with the school's Technology Management Team before it may be used on school's equipment.
4. Games or other programs that do not have a specific educational purpose shall not be used on school equipment.
5. Pornographic or obscene materials used via the Internet or other software is prohibited. Faculty, staff or students in violation of these guidelines may have computer privileges restricted and other disciplinary action may be taken.

NATIONAL HONOR SOCIETY

To apply for consideration for membership in National Honor Society:

1. Student must be a junior or senior with a *cumulative* GPA of 3.5 or higher.
2. Student must complete a National Honor Society resume listing at least 2 school activities.
3. Juniors must have 20 hours of approved community service turned in by mid October; Seniors, 30 hours.
4. Student must acquire validation of outstanding leadership and character on forms filled out by adult leaders.

PARKING

Students are allowed to park in the East parking lot in designated areas with a parking permit. Students are **NOT** allowed to park in the staff lot or other non-designated areas around the building.

To secure a permit for a parking space, students must show a driver's license, complete an application, and purchase a permit for $5.00. The parking permit must be visible from the aisle. The car will be ticketed if parked in a non-designated area and if the permit is not displayed. Failure to pay fines within one month may result in the parking privilege being revoked. The permit is valid only for the vehicle for which it is issued. Disregarding parking areas or willful reckless driving may result in ticketing, towing, or loss of parking privileges.

Students should keep cars locked at all times. The school cannot assume any liability for damage or theft to vehicles parked on school property.

PASSES

Passes are issued to students by staff at their discretion. In order to obtain a pass from a teacher, students must turn their phone into the phone holder or to the teacher. This ensures students are not meeting friends in the restroom for unintended purposes. Passes are only for the intended destination (i.e. bathroom, nurse, counselor, office). Passes may be restricted based on misuse or repeated rule violations. Students found in the hallway without a valid pass from a staff member or in an unauthorized or unapproved area will be subject to disciplinary action as determined by the administration.

PERSONAL PROPERTY, STUDENTS

The school does not assume responsibility for lost or stolen personal property. A report may be filed with the school resource officer.

PHYSICAL EDUCATION, MEDICAL EXCUSES

Any student who must be excused from physical education classes for a day must secure a medical excuse form from the school nurse prior to the period to be missed. Parent/Guardian permission must be given. The student must attend the class period, but need not follow the rigorous activities for the day. Students who miss physical education classes in such fashion may lose points and/or be expected to make up the missed time.

PLAGIARISM

Plagiarism is a form of copying another's work and using it as one's own. Plagiarism shall be considered an academic offense in any Ralston High School class. Any student found guilty of plagiarism shall be penalized. Penalties may include a failing grade for the assignment and other appropriate consequences.

Examples of plagiarism:

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.

- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.

POSSESSION OR USE OF TOBACCO PRODUCTS

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Any student caught in violation of this policy may be assigned consequences up to and including mandatory reassignment from Ralston High School. Additional disciplinary action may be invoked for students involved in extracurricular activities or athletics (refer to the activities/athletic portion of the handbook).

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS (Policy 5035)

When a student is found using, possessing or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes either at school or at school related functions, whether they take place during the school day or at sporting events, dances, plays, intramurals, or retreats held outside the school day, on or off campus, the following disciplinary actions may be taken and law enforcement notified.

1. Sanctions on School Grounds or at School Events
   a. First Offense. Suspension from school for 5-19 days. Parents/Guardians, at their own expense, may choose to enroll their student in a District approved drug/alcohol education program. Legal authorities will be contacted. (79-293 Reissue 1996)
   b. Second Offense. Mandatory reassignment/expulsion. Legal authorities shall be contacted. (79-267(6), 293 Reissue 1996).

POSTERS, SIGNS and PUBLICATIONS

A sponsor and an administrator must approve all posters, signs and publications before they can be displayed or distributed. Display areas are provided. ONLY painter's tape may be used to hang posters in the building.

R-KIDS

RKIDS is the school management portal for student information. Parents will be provided a username and password for their student's RKids account. Parents are encouraged to monitor their student's progress.Parent may contact the main office to set up an RKIDS account to access students' grades, assignments, and attendance.

RESTROOM EXPECTATIONS

Stalls are for single use only and may not be occupied by more than one person at a time. In order to ensure safety and proper use of the restrooms, there is a maximum of 6 people in a restroom, with the understanding that others need to use the facility, which should not be used for eating, drinking, or socializing. Food and drink are NOT permitted in the bathroom. Cell phone usage is not permitted in the restroom.

SCHEDULE CHANGE AND WITHDRAWAL FROM CLASS

Due to the time spent with the Individual Learning Plans and the focus spent on planning for a career, along with the commitments to hiring and resources being based on students' course requests, there are only a few ways a schedule will be changed: if there is an irresolvable conflict caused by the master schedule; if there was an "F" in the specific curriculum area on the previous report card; if a student picks up an approved class from Metro, UNO, or an internship; if the student is scheduled into a course for which credit was previously earned; if a course has been scheduled out of sequence (ex. French 2 before French 1); if a Senior is missing a class required for graduation. These changes *should* be made in advance of the start of the term, but must otherwise be made within the first TWO DAYS of the term.

Students' schedules will not be changed to secure a late start/early release or to leave early for work; to request a specific teacher; drop a semester/year long course prior to completion; to request a specific lunch period; to match a friend's schedule; drop a course that was requested to improve GPA and/or take a different course to raise GPA; drop a course to sign up for an online class instead; or drop a course that was requested because the student no longer "needs" the credit or has "lost interest" (students are encouraged to take a full load of classes to earn more than the minimum 240 credits required for graduation). Any requests for such schedule changes need to be directed to the counseling department prior to August 1.

After the second day of class, consideration will be given only to students who are academically misplaced. In rare circumstances during a term, a parent may wish to withdraw their student from a class against the educational recommendations of the high school counseling staff and administration. These students will be dropped with a "WF" for the term that counts against the student's grade point average.

Please note: Seniors must be enrolled in 3 out of 4 class periods per day (plus Homeroom) in order to be eligible for many commencement honors, scholarships, college admission and or varsity athletic participation. It is ultimately the student and parent/guardian's responsibility to ensure the student is enrolled in and participating in the number of courses required for these purposes.

Security and Safety

The Ralston High School administration and staff take building security very seriously. To ensure that our building is as safe as possible, the following behaviors and actions will not be tolerated:

- Propping open external doors
- Letting people into the building by opening a door - all students who arrive after the start of the school day, as well as all visitors to the building, are expected to enter through the front security entrance. Any student who lets another person (whether it be a student or visitor) into the building by bypassing this system is in direct violation and will face disciplinary action
- Using non-approved exits from the building for open campus privileges
- Concealing or restricting one's appearance with hoods, non-medical face coverings, etc
- Students who are in unsupervised areas that are not intended to be occupied
- Other behaviors or actions that could potentially compromise the integrity of the building's safety

Violations could result in consequences up to and including mandatory reassignment from Ralston High School.

SIXTH GRADE OUTDOOR EDUCATION COUNSELOR

Students may be ineligible to participate in the Outdoor Education experience if, during the present or previous semester, they were suspended. Attendance and academics must be in good standing.

SKATEBOARDS

Skateboards are not permitted in the building. Students who bring skateboards to school will be required to check them into the office or store them in their locker immediately upon arrival. Skateboards are not allowed to be ridden outside on the sidewalk or in the parking lot.

TELEPHONES

There is a dedicated phone for student use in the counseling office.

TESTING POLICY OF RALSTON PUBLIC SCHOOLS (Policy 6004)

Ralston Public School follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district.

Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.

1. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
2. Building principals will excuse a student from specific tests through a written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents may opt their student(s) out of mandated assessments. To opt out of a state mandated assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

THEFT

Any theft or attempted theft of school, student, or school employee property that occurs on school grounds or at a school activity may result in consequences including, but not limited to suspension and/or recommendation for reassignment or expulsion. Legal authorities will be contacted.

TRANSFER OR WITHDRAWAL FROM SCHOOL

If a student moves to another city, transfers to another school, or withdraws, they must obtain a withdrawal slip from the office. All textbooks and other materials belonging to the school must be checked in and fees paid before the student is released. School files or records concerning a student will be provided at no charge, upon request of the principal, to any public or private school to which the student transfers.

VENDING MACHINES

Vending machines are placed in the building for students' convenience. **Ralston High School is not responsible** in any way for the machines' malfunctions. Students are expected to

dispose of containers and wrappers in the waste receptacles provided. There are no refunds given on machine malfunctions.

WEAPONS & FIREARMS (Policy 5049)

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

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

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

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

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

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

WIN TIME

This time is designated for intervention and extension for student learning. Students who are identified by their teachers/staff needing academic or social emotional intervention will be assigned to those sections. Students who are not assigned for intervention will be in extensions or study halls. Students must attend WIN time.

ACTIVITIES AND ATHLETICS

Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students

are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens. Students who participate in extracurricular activities are subject to the rules, regulations, and stipulations in the entire student handbook. Students who violate the student handbook and/or the law of the state of Nebraska are subject to consequences up to and including not being allowed to participate in extracurricular activities.

ATHLETIC and ACTIVITY OFFERINGS

- **Fall Sports:** Volleyball*, Football*, Softball*, Boys Tennis*, Boys and Girls Cross Country*, Girls Golf*, Unified Bowling*
- **Winter Sports:** Boys and Girls Basketball*, Boys and Girls Wrestling*, Boys and Girls Swim and Dive.*
- **Spring Sports:** Baseball*, Boys and Girls Soccer*, Girls Tennis*, Boys Golf*, Boys and Girls Track.*
- **Clubs and Activities:** Art Club, Cheerleading, Dance, Class Officers, Color Guard, Debate*, DECA, Drama, FCA, FCCLA,, Green Club, HOSA, Instrumental Music*, Key Club, NHS, Speech*, Student Council, Thespians, Vocal Music*, Yearbook, Educators Rising, Skills USA, Robotics, RAMclucity.

Note: Sports and activities with a * are NSAA sanctioned activities and are subject to the by-laws of the NSAA. The NSAA bylaws can be found at nsaahome.org. Club offerings can change depending on participation numbers and other factors.

ACTIVITY TICKETS

All Ralston students may buy a Student Activity Ticket admitting them once to each regularly scheduled athletic event sponsored by Ralston, free or at a reduced price. All students who participate in extracurricular activities must purchase a Student Activity Ticket. These cards are not transferable and refunds will not be made. Students abusing the use of these cards may lose their privileges. Lost cards should be reported to the office and a new one will be issued for a charge of $5.00. The cost of a card is $50.00 per year. The $50 activity fee can be waived for students who are on the free and/or reduced lunch program. Students who wish to waive this fee must have the proper paperwork on file in the Principal's office.

ATHLETIC PARTICIPATION

Any student going out for athletics at Ralston High School will check out through the Athletic/Activities Director's office. In order to participate in athletics, the athlete must have on file in the Athletic/Activities Director's office, the following:

1. Completed Physical Form*
2. NSAA Student / Parent Consent Form*
3. Student Activity Ticket purchased
4. Completed Student Handbook Signature Form
5. Ralston athletes must participate in the "Impact Testing Program"
6. Complete paperwork from the Athletic Trainer's office.

An athlete will check out a lock from the coaching staff for use in the school locker rooms.

All athletes must have all equipment from other sports turned in before participating in the next sport.

*The physical form, consent form, and signature form can be found online at the school website, https://www.ralstonschools.org/RHS

STUDENT ELIGIBILITY

Ralston High School adheres to the policies of the Nebraska State Activities Association (NSAA) in relation to student eligibility for NSAA sanctioned sports and activities. Those requirements are listed below with references to where the requirement can be found in the NSAA activity by laws.

In order to represent a Nebraska High School in interscholastic activities competition, a student must abide by the eligibility rules of the Nebraska School Activities Association. A summary of the major rules is given below. Contact the principal or activities director for an explanation of the complete rule.

2.2.1 Student must be a bonafide student of their member school and have not graduated from any high school. 2.2.2 After a student's initial enrollment in grade nine, they shall be ineligible after eight semesters of school membership beginning with their enrollment in grade nine. 2.3 Student is ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if they were 15 years of age prior to August 1 of the current school year.) 2.4.1 Student must be enrolled in some high school on or before the eleventh school day of the current semester. 2.5.1 Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's attendance policy at the school they wish to represent in interscholastic competition. 2.5.2 Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester. 2.6.2.1 Guardianship does not fulfill the definition of a legal parent. If a guardian has been appointed for a student, the student is eligible in the school district where their legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling. 2.6.3 A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by their parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, they have established their eligibility at the high school where they participated. If the student elects to attend another high school upon entering ninth or tenth grade, they shall be ineligible for ninety school days. Student eligibility related to domicile can be attained in the following manners: 2.6.9.1 If the change in domicile by the parents occurs during a school year, the student may remain at the school they are attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible. 2.6.9.2 If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school they have been attending and retain eligibility. 2.6.9.3 If a student elects to remain at the high school where they initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, they are eligible at that school, or are eligible at a high school located within the school district in which the parents established their domicile. 2.6.10 If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile. 2.7.7 Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall. Those students whose name does NOT appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 2.7.8 Nebraska transfer students must have signed and delivered all forms necessary to make such a transfer to the school in which they intend to enroll for the 2023-24 school year prior to May 1, 2023; for the student to be eligible. The school to which the transfer is being made must have notified the NSAA office via an

NSAA online transfer form, no later than May 1, 2023. The student would become ineligible for ninety school days the next fall if the student were to change their mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to their former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered and accepted prior to May 1, 2023, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 3.5 / 3.1 Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by their school. Any other competition will render the student ineligible for a portion of, or all of, the season in the sport. The season of a sport begins with the first date of practice as permitted by NSAA rules. 3.5.1 During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. *(Refer to 3.5.1.1 for exceptions in Swimming & Diving.) 3.6 A student shall not participate on an all-star team while a high school undergraduate. 3.7 A student must maintain their amateur status.

Further explanation of NSAA eligibility rules can be found at nsaahome.org. Parents/guardians and students can also contact the AD office at Ralston High School for clarification of any NSAA by-laws.

RISK OF INJURY WARNING

The purpose of this WARNING is to bring to your attention the existence of potential dangers associated with athletic and activity participation. Participation in any sport and/or activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body,bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck, and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis, or death. Even with the best coaching, the use of the best protective equipment and the strict observance of guidelines, injuries are still a possibility.

It is understood that if an Inhaler/EpiPen needs to be accessible, it will be the student's responsibility to provide a separate Inhaler/EpiPen which will be kept with the coach's first aid supplies or training staff until the end of that sports season.

~~**"BLUE CARDS" AND ELIGIBILITY**~~

~~Students who participate in NSAA sanctioned activities must adhere to the following explanation of the school's "F" program (also known as the "blue card" program).~~

~~Each Friday the school will be provided a list from ESU 3 of all students currently participating in an NSAA sanctioned activity who are failing one or more classes. The activities director's office will distribute blue cards to the coaching staff of each sport/activity and those coaches and sponsors will then give students the blue cards that inform the student of each class the student participant is failing.~~

~~Once the student has been informed of the class(es) the participant is failing, that student will have until the next Wednesday to rectify the situation, get the card(s) signed by the teacher and turn those cards into the Activities Director's office. If the student does not turn in signed blue cards by 4 pm Wednesday, that participant is immediately ineligible for any contest or events (the student can still practice and participate in meetings). If the student cannot get to passing by Wednesday at 4 pm the teacher may sign the card if there is a WRITTEN plan in place for the student to get to passing. A copy of the written plan must be presented to the AD. The written plan must have a date that the student must complete work needed to achieve a passing grade. If that date is not met the student becomes ineligible to participate in games and events. Any time a student achieves a passing grade and presents a signed card to the AD that participant is immediately eligible for games and events.~~

~~If there are questions or concerns about this process from a teacher, coach, sponsor, parent or student, the AD office should be contacted.~~

~~If a student is suspended from play due to the "I" policy, a parent/guardian will be contacted. Other activities that are not NSAA activities may choose to participate in the blue card program~~

Academics and Activities

Students who are involved in NSAA sports and/or activities are subject to academic participation rules. In addition to requirements by the NSAA, Ralston High School has established the following academic and behavior requirements for students involved in NSAA sports and activities (Other clubs and activities may also adopt these rules for participation).

Grade reports are received by the AD office every Thursday night. Students who are currently in an NSAA sport or activity will be notified on Friday that they are failing one class and have the option of attending an activities study hall on Wednesday morning and/or Friday after school (coaches and sponsors can require students to attend).

Students who are failing any two classes will be notified that they are on academic probation and are required to attend at least one study hall each week until they are passing all classes (Coaches and sponsors can require students to attend both study halls).

Students who are failing any two classes for two weeks will be notified that they are ineligible starting on Wednesday of the following week to participate in any contests or events until the student is passing at least one of those classes. Once the student satisfies the AD or their designee that they are not failing more than one class the student is immediately eligible. The failing classes do not have to be the same classes. For example, if a student is failing math and science one week, and then government and science the next week, they still fall under the rule for failing two classes for two weeks.

Students who are failing any three classes at the time of any grade report will be notified that they are ineligible starting the Wednesday of the following week unless they satisfy the AD or their designee that they are passing at least two of those three classes.

Coaches will be aware of student attendance. Students who skip (absent unexcused) a class or classes cannot practice or participate in any event that same day. Students who have excessive unexcused absences or tardies are subject to team discipline by the coach/sponsor and may also be subject to discipline from the AD office that includes but is not limited to attending the activities study hall, being held out of practice(s), and/or not being allowed to participate in games or events.

All students who participate in activities and or sports are subject to the student handbook. Any office referrals or other disciplinary action during the school day can also affect a student's status with the team or activity that the student participates in.

Students who are declared ineligible for academic or attendance reasons will be notified as will their parent or guardian.

CODE OF CONDUCT

The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, vocal music, band, speech, drama, FCCLA, Spanish Club, Art Club, Student Council, National Honor Society, DECA, HOSA, Green Club, Math Club, French Club, ACADEC, Key Club, class officers, FCA, Color Guard, Thespians, Robotics and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension. Students who are under an expulsion that continues into the next school year will not be allowed to participate in summer workouts and/or other activities connected to the school during the summer months.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been established to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.

2. Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.

3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.

5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.

7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. (Note: Refer to "Drug and Alcohol Violations" for further information).

8. Public indecency.

9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.

10. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;

11. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.

12. Repeated violation of any of the school rules.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for those students riding Ralston Public School buses or vehicles used for activity purposes.

17. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.

18. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

19. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.

20. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.

21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

REGULAR SCHOOL ATTENDANCE

Students who participate in clubs, activities, and athletics are expected to have a good attendance record at school. Unexcused absences from school and classes, and/or excessive tardies, and/or lunch skips may lead to consequences in relation to participation in extracurricular activities. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and possible removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director in consultation with the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students are expected to attend practices, meetings, events, and other activities related to their particular extracurricular activity. Each coach and sponsor will have attendance policies and participants are subject to those policies.

ABSENCE AND ACTIVITY PARTICIPATION

Students may not participate in a school activity or practice unless they have been in attendance for periods 3, 4, and 5 unless excused in advance for that school day by a parent and/or approved by an administrator. Some students may have "free periods" and those do not count against attendance in regard to activities. Any student unexcused for any part of the school day who is also a member of an extracurricular activity, club, or team will not be allowed to participate in the activity, club, or team performance or practice with their team that day without approval from an administrator.

ACTIVITIES, CONFLICT IN SCHEDULING

If a student is involved in 2 different school activities and if each activity has an event scheduled for the same time, then the student must choose the event in which to participate. This decision should be made after the student has consulted parents/guardians and the sponsors involved.

If one of the events is a state or district event, the student may be expected to participate in the state or district event.

BEHAVIOR IN SCHOOL

Students who participate in clubs, activities, and athletics, are expected to behave in school. Any student suspended from school is prohibited from participating in or attending any extracurricular activity or practice until the suspension is over. The student is also subject to additional consequences in relation to extracurricular activities. The participant may also be subject to consequences of the coach or sponsor per their expectations.

Poor behavior at school can lead to consequences in relation to extracurricular activities. Poor behavior may be just a single event or a series of events where a student has accumulated a number of referrals and/or demerits. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation for a specific period, removal from the team or activity, and/or suspension from attending or participating in extracurricular activities for up to one year. The previous list is not all-inclusive and is in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director, in consultation with the high school administration and the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students who participate in extracurricular activities are subject to the stipulations in the entire student handbook when participating in or attending any school event.

BEHAVIOR AT EXTRACURRICULAR EVENTS

Student participants in extracurricular activities are expected to follow the ideals of being respectful, being responsible, and being safe at all home and away events. Students and/or participants are expected to display good sportsmanship and respect opponents, officials, fans, and all participants. Students are subject to stipulations in the entire student handbook while participating or attending school events at home or away. Violation of any part of the student handbook may result in school consequences determined by the administration and/or consequences related to activities.

DRESS FOR EVENTS

Student participants in extracurricular activities are expected to dress appropriately when traveling to and from away events. In addition to being subject to the student dress code in the student handbook, participants are subject to the dress and grooming expectations of the head coach or sponsor. The same stipulations apply to home events.

TEAM PICTURES

Team and individual pictures are taken by a professional photographer and students, parents, and/or guardians can make the appropriate arrangements for purchase (generally an order form is given to the students). The photo sessions are scheduled between the coach or sponsor and the photographer. Students not in attendance the day of the scheduled photo shoot will not appear in the pictures.

SOCIAL MEDIA

Ralston High School recognizes the importance and power of social media. There are many ways social media can enhance the experience of participants in extracurricular activities. Ralston High School encourages the positive use of social media to promote students and activities.

The misuse of social media by students who participate in extracurricular activities is subject to consequences. Examples of misuse of social media include but are not limited to the following list.

1. Making profane or disparaging remarks about another student or students, a staff member, a sponsor or coach, or someone in the community.
2. Bullying another student or students, a staff member, a sponsor or coach, or someone in the community.
3. Use of language that is profane, sexist, racist, or otherwise disparaging to a certain group of people.
4. Sending out inappropriate pictures.
5. Use of social media for purposes that are in violation of the law.
6. Any other use of social media that a reasonable person could consider harmful to someone or to a group of people.

If it is brought to the attention of the AD office that there has been misuse of social media by a participant in extracurricular activities, an investigation will ensue and decisions will be made regarding consequences in consultation with the head coach or sponsor and the high school administrative team. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. A parent or guardian will be informed of any decision affecting a student's participation in extracurricular activities.

TOBACCO, VAPING

Per school board policy, Ralston High School is a smoke free campus. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any event the day of the possession or use. Any student who receives consequences for vaping, tobacco use or having materials associated with vaping and/or tobacco at school or at a school event will not be allowed to practice or participate in any activities during the time period of school consequences and will be suspended for one contest and/or event in each activity the student is currently participating in. Any event missed during the school consequences will count toward the 1 event suspension. If a student is not currently in any activity the consequence will take place during the students next activity. Once the suspension is announced, the student cannot join an activity in order to fulfill the requirements of the suspension. If there are not enough competitions or events left for a student to fulfill the suspension requirement then the suspension carries over to the next season and/or activity. If a student is vaping and it is found that the vaping included the use of drugs the student is subject to the school and activity drug and alcohol procedures.

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS

Student participants in extracurricular activities are subject to the student handbook and to the tobacco, drug, and alcohol policy contained therein. Students who participate in extracurricular activities are also subject to the athletic and activities portion of the handbook.

Any student who is participating in or plans to participate in any extracurricular activity and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-a-likes either at school or at school sponsored functions, whether they take place during the school day or outside the school day, on or off campus is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of

30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;
If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension even if the initial 14 days suspension has expired. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Any student who participates in any extracurricular activities-and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes off school grounds and not at a school sponsored event at any time of the year is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of 30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;
If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension after the 14 days are over. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Once a student has satisfied the terms of the activity suspension from NSAA sanctioned activities, from non NSAA sanctioned activities or both, the student can resume participation. If a student is not in any activity at the time of the suspension it carries over to the next activity or activities the student participates in. A student cannot join any activity once the suspension is given as a means to satisfy the suspension.

*Self-report requires that the student report the violation within 24 hours to the student's coach/sponsor or to an administrator. If there is no school within 24 hours of the violation but there is a practice or a competition the student must report the violation to the coach/sponsor or to an administrator on duty. If there is no school, practice, or competition within 24 hours of the violation the student must self-report at the next reasonable opportunity. All students are expected to be honest and forthright with school officials. In making a self-report, the student must identify the events that took place, location of the event, what conduct the student participated in and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

**The student must participate in the treatment program if recommended by the evaluation. If the student does not complete any recommended treatment program the consequence reverts to the 30% of the season or competitions length of suspension.

Procedures for Extracurricular Discipline

The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances.

2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference or by zoom. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practical. The student is responsible for cooperating in the scheduling of the meeting.

3. Notice Letter. Within five school days or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parent/guardian. The statement will describe the student's conduct violation and the discipline imposed.

4. The student and parent or guardian may follow the due process procedures.

In regard to activities that include practices for competitions, the student will be allowed to practice but must meet all attendance requirements expected of every participant. Students may not attend practice during any suspension from school.

SUBSEQUENT OFFENSES

A second offense of the drug and alcohol portion of the student handbook as it related to activities will result in a one year suspension from attending and participating in activities. A third offense and the student is suspended from attending and participating in activities until the end of the student's high school career.

DUE PROCESS

Students who participate in extracurricular activities and have their participation curtailed for violation of the code of conduct, attendance, behavior, breaking the drug and/or alcohol policy, or for any other reason have due process rights. Students who are suspended from extracurricular activities will have the reasons explained to them and their parents/guardian will be contacted with an explanation. Students held out of activities for academic reasons will have their parent/guardian contacted by their coach or sponsor or the AD. Due process for activities will consist of the following process:

1. An appeal is made to the high school Principal. The Principal will inform the student and parent or guardian of the decision within 3 school days of the appeal
2. An appeal is made to the district Superintendent. The Superintendent informs the student and parent or guardian of the decision within 3 school days of the appeal.

All appeals must be in writing and within five days after the notice of consequences to the student and parent or guardian and within 5 days of subsequent decisions by school administrators.

FACILITY USAGE / ATHLETIC LOCKERS

Students may use the physical education/athletic areas after school only if a sponsor is present. Priority for facility usage will be given to organized extracurricular activities and/or classes at Ralston High School. Use of facilities should be arranged in advance through the activities director's office. No student is to be in the physical education areas or using school facilities without supervision.

Students who participate in sports will be checked out a locker and will be provided a lock for a fee of $5. It is the athlete's responsibility to take care of the lock and locker. All clothing and equipment should be removed by the participant after each season. The Ralston School District is not responsible for lost or stolen articles or articles left in lockers after the season or school year is over. Students may not switch locks or lockers once they have been checked out without permission. Students are not to share lockers. Vandalizing or damaging school property will result in school consequences as well as consequences related to activities.

TEAM SELECTION

Head coaches and sponsors will make decisions regarding which students will be selected to participate in any given activity. The coach or sponsor will also make decisions as to what level each student will participate (freshman, reserve, junior varsity and varsity). If a coach or sponsor determines that a cut will be made, they will announce the process in advance of any tryouts. Any student who is cut from any activity will have the opportunity for an evaluation if requested. The head coach or sponsor will determine the evaluation process. Students not selected for an activity or sport will be given the opportunity to try out for another sport that season if so desired.

PLAYING TIME

The amount of playing time and/or participation in an activity is determined by the coaching staff or sponsor of that activity. Playing time and participation is determined by a number of factors and is up to the discretion of the head coach or sponsor and assistants.

EQUIPMENT AND UNIFORMS

Any equipment supplied by the school district to participants in any extracurricular activities must be returned at the end of season. Students will be issued appropriate fines for any school property not returned. Students can also be fined for the damage or loss of any equipment and/or uniforms put in their charge. All fines must be paid or equipment (including uniforms) returned before a student is allowed to participate in any other activity or, in the case of a senior, before receiving a diploma. Participants are expected to take proper care of any equipment or uniform supplied by the district.

INCLEMENT WEATHER

If school must be canceled or dismissed early because of inclement weather, practices and contests will be postponed as a rule. Occasionally, weather and road conditions clear by early afternoon, if it is determined that athletes can travel safely, a varsity practice or contest may be held with permission from the athletic director in conjunction with the Superintendent or their designee. Certified staff members are directly responsible for all students under their supervision at any school-sponsored activity. When severe weather strikes, staff members will determine what action will be in the best interest concerning safety for their students. At away events when severe weather becomes a concern, coaches/sponsors along with bus drivers will determine the best course of action to be taken. Coaches/sponsors will make every effort to keep students, school officials and parents informed of any changes or deviations from the normal routine if weather dictates that such actions are necessary.

TRANSPORTATION

The District generally will provide transportation to away events. There are occasions where students are allowed to drive. Any student who drives must have a permission slip signed by a parent or guardian on file in the activity director's office prior to the event. Students who ride with other students must also have a permission slip signed by a parent or guardian in the AD's office prior to the event. Parents wishing to pick up students from school-sponsored activities may do so at any time. However, if return transportation is being provided and the student is not returning with the school group, coaches, sponsors, or school officials must be notified. No student will be released to anyone other than their parent or guardian, or an adult designated by the parent/guardian.

INSURANCE

Ralston Public Schools provides no insurance coverage and is not responsible for any such expenses. It is the responsibility of the parents/guardians to provide adequate insurance to cover any medical expenses which may be incurred while a student is participating in a school sponsored activity. This insurance may be under a family coverage plan.

COMMUNICATION PROTOCOL

If a student and or parent has a concern the proper communication protocol will be followed:

1. Student participant meets with coach(es) to try to solve the issue;
2. If the problem still exists, the parent can email or call the coach to make an appointment for a meeting. The coach will inform the AD about the meeting and what the concern is.
3. If the student/parent still has a concern, the parent will then email or call the activities director to set up a meeting.
4. If a resolution to the issue is not obtained after meeting with the AD, the parent will call or email the Principal of the high school to meet.
5. If the situation is still not resolved, the parent can call the Central Office and request a meeting with the Superintendent or their designee.

Anonymous letters or other forms of anonymous communications involving a complaint or other issue sent to any coach or sponsor or any administrator may or may not be dealt with depending on the subject matter of the letter. Ralston Public Schools strongly discourages the use of anonymous letters, or other forms of anonymous communication to express a complaint or other issue. The AD, Principal, Superintendent or their designee will not discuss playing time and will not talk about other players on the team.

SPECTATOR EXPECTATIONS

Ralston parents, families, and fans are expected to display good sportsmanship at home and away events. Encourage our team and your athlete, respect the opponents and their fans, accept the decisions of the officials, and accept the outcome. Fans who behave in a manner inconsistent with good sportsmanship by berating officials, making disparaging comments about anyone, or engage in behavior that may put others at harm may be asked to leave the event and could be banned and barred from Ralston Public School property. All parents/guardians, families, and fans are asked to cooperate with on-site supervisors who may include Ralston administrators, staff, and/or coaches. Law enforcement will be called if deemed necessary by on-site supervisors.

ATHLETIC AWARDS

The following is a list of the different athletic and activity awards presented to the athletes at Ralston High School:

Activities Students of the Year

An award given to two students who participated in several activities over the course of their high school career. Students are nominated and selected for the award by activity sponsors. The student must not have been suspended from the school during the year of selection and must have finished each activity in good standing.

Dozen Award

An award presented to any senior who participates in three sports a year for all four years. The student athlete must finish each sport in good standing (athletes who quit or are removed from a sport for disciplinary reasons are not eligible).

Athlete of the Year Award

An award presented to one male and one female athlete at the end of each school year who meet certain criteria in addition to showing superior athletic ability. Students are nominated by head coaches and chosen by a vote of head coaches. The criteria for the athlete of the year award include being a junior or senior, displaying superior ability in athletics, and not being suspended from sports or school during the year of selection. Other possible considerations include attendance at school, behavior at school and events, character, support of Ralston High School.

Spirit Athlete Award

Given to one male and one female athlete at the end of each school year who have demonstrated quality leadership and support of their activity and has shown support for other activities at RHS. Students are nominated and voted on by head coaches. Nominees must be seniors and cannot have had a suspension from school or extracurricular activities during the year of selection. Other considerations are attendance at school, behavior at school, character, and support of Ralston High School in general.

School Letters

Lettering in any school activity is based on the criteria set up by each individual head coach or sponsor. The only requirement from the AD office is that the student finish the season in good standing (the participant has not been removed from the team or quit).

Ralston Wall of Fame

Athletes recognized in the Ralston Wall of Fame must meet at least one of the following criteria:

- Win an individual or team state championship in state competition sponsored by the Nebraska Schools Activities Association;
- Be selected 1st team class A/B by either the *Omaha World-Herald* or *Lincoln Journal Star;*
- Be selected as a male/female athlete of the year
- Be selected as a male/female spirit athlete of the year;
- Set an individual school record in any activity.
- Be selected as activities student of the year.

Awards Night Ceremonies

At the discretion of the coaches/sponsors, an awards ceremony may be organized to recognize students for their achievements following their season. Coaches and parent representatives will pick a night, format, and location for this ceremony. Coaches will present letters, certificates, etc.

The dozen awards, athlete of the year awards, and spirit awards are given at the Senior or Underclass awards ceremonies.

NCAA CLEARINGHOUSE

The National Collegiate Athletic Association (NCAA) has established guidelines that Division I and II member schools must follow before awarding scholarships and granting eligibility to high school students who wish to compete as freshmen on college athletic teams after completion of high school. THE CLASS OF 200 MUST BE AWARE OF NCAA REGULATIONS! Student athletes who wish to participate in NCAA Division I or Division II sports MUST BE CERTIFIED by the NCAA initial-Eligibility Clearinghouse which will analyze your academic information to determine if you meet the NCAA initial eligibility requirements. The three steps for being certified are clearly explained online at www.ncaaclearinghouse.net.

Students who have questions should see a guidance office regarding items such as whether a college is a Division I or II institution in the sport in which they are interested. Students interested in participating in athletics at NCAA Division III colleges, or NAIA colleges should obtain the appropriate athletic guidelines that pertain to these institutions.

CONCUSSION AWARENESS

Pursuant to Nebraska Statute 71-9104 (The Nebraska Concussion Awareness Act) the following information is provided to students, parents, and/or guardians.

Heads Up: Concussion in High School and Middle School Sports A Fact Sheet for Parents

What is a concussion?

A concussion is a brain injury. concussions are caused by a bump, blow, or jolt to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even a "ding" or a bump on the head can be serious.

What are the signs and symptoms of concussion?

You can't see a concussion. signs and symptoms of concussion can show up right after the injury or can take days or weeks to appear. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

Signs Observed by Coaching Staff	Signs Reported by Athlete	Signs Observed by Parent(s)
Appears dazed or stunned	Headache	Appears dazed or stunned
Is confused about assignment	Nausea	Appears confused
Forgets plays	Balance problems or dizziness	Forgets known items
Is unsure of game, score, or opponent	Double or fuzzy vision	Is unsure of name, usual surroundings
Moves clumsily	Sensitive to light or noise	Moves clumsily
Answers questions slowly	feeling sluggish	Answers questions slowly
Loses consciousness	Feeling foggy or groggy	Loses consciousness
Show behavior or personality changes	Concentration of memory problems	Shows behavior or personality changes
Can't recall events prior to hit on the head	Confusion	Can't recall events prior to hit on the head
Can't recall events after the hit on the head		Can't recall events after the hit on the head

What should you do if you think your child has a concussion?

1. Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your teen to return to sports.
2. Keep your child out of play. Concussions take time to heal. Don't let your child return to play until a health care professional says it's OK. Athletes who return to play too soon -- when the brain is still healing -- risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.
3. Tell all of your child's coaches and the school athletic trainer about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child's coach may not know about a concussion your child received in another sport or activity unless you tell them. Knowing about the concussion will allow the coach to keep your child from activities that could result in another concussion.
4. Remind your child. It's better to miss one game than the whole season.

WHEN IN DOUBT, SIT THEM OUT!

Heads Up: Concussion in High School and Middle School Sports
• A Fact Sheet for Student-Athletes

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Can occur during practices or games in any sport.
- Can happen even if you haven't been knocked out.
- Can be serious even if you're just "dinged" or had your "bell rung"

How can I prevent a concussion?

- It's different for every sport. But there are steps you can take to protect yourself from concussion:Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use proper sports equipment, including personal protection equipment. In order for the equipment to protect you, it must: 1. Be appropriate for the game, position, and activity. 2. Be well maintained. 3. Properly fitted. 4. Used every time you play.

How do I know if I've had a concussion?

- You can't see a concussion, but you might notice some of the symptoms right away. Pay attention to how you are feeling after any bump, blow, or jolt to the head.
- If you notice any of the symptoms, tell your parents, coach, and school athletic trainer right away.
- Other symptoms of a concussion can show up days or weeks after the injury.
- It's best to see a healthcare professional if you think you might have a concussion. An undiagnosed concussion can affect your ability to do schoolwork, other everyday activities, as well as your athletic play. An undiagnosed concussion also raises your risk for additional, serious injury.

What are the symptoms of a concussion?

- Nausea (feeling like you might vomit)
- Balance problems or dizziness.
- Double or fuzzy vision
- Sensitivity to light or noise
- Headache
- Feeling sluggish
- Feeling foggy or groggy
- Concentration or memory problems (such as forgetting plays)
- Confusion

What should I do if I think I have a concussion?

- Tell your coaches, parents, and school athletic trainer
- Never ignore a bump,blow, or jolt to the head
- Get a medical check-up. A health care professional can tell you if you have had a concussion and when you are OK to return to play.
- Give yourself time to recover. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause permanent brain damage, and even death in rare cases. Severe brain damage can change your whole life.
- Tell your coaches and the school athletic trainer if one of your teammates might have a concussion.

As a reminder, always report any injury to your coach and school athletic trainer right away. It's better to miss one game than the whole season. Take care of yourself and enjoy your participation in athletics. When in doubt, sit them out!

MISCELLANEOUS RIGHTS AND RESPONSIBILITIES

ACCIDENT INSURANCE

All students are given the opportunity to participate in a group accident insurance plan provided by an independent carrier. The fee is nominal and covers an accident en route to and from school, on school grounds, during school sponsored events, and intramural and interscholastic athletics except football. All students participating in athletics are required to have accident insurance (either a family policy or the school's plan) or sign a responsibility waiver. Football insurance is available at a higher cost. The Ralston School District is not liable for injuries to students, nor can they pay the medical costs for accidents that occur in athletic contests, on school premises, at school activities, or on the way to and from school.

EXPEDITED APPEALS PROCEDURE

Effective procedures will be developed, including an expedited appeals procedure, by which concerned parents, students, teachers, and area residents will be able to directly participate in local decisions that impact programs offered under this act.

INTERROGATIONS AND SEARCHES (Policies 5022 & 3045)

School officials will respect the privacy of students pursuant to the provisions of law, and the policies of the school district.

1. Law enforcement representatives wishing to interrogate students at schools must show proper credentials.
2. Law enforcement representatives shall not interrogate a student on school premises unless it is an extraordinary matter in scope that necessitates the questioning of the student on school premises. In such a case, the principal or designated school representative shall be present during the interrogation.
3. School authorities shall make reasonable attempts to contact students' parents or guardians before interrogation is permitted.

School representatives may search lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.

The district superintendent or designee may authorize the use of a canine trained in the detection of narcotics, explosives or any other contraband at any time.

The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property and/or school sponsored activities.

PARENTAL/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES (Policy 5018)

The Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children.

Parental/Guardian Review of Textbooks and Other Materials

The District will provide access to textbooks and other curriculum materials used in Ralston Schools.

1. Textbooks may be checked out by parents/guardians for review. Other curriculum materials, including video and audio recordings and teacher manuals, can be reviewed by parents/guardians within a time frame which does not disrupt the instructional process. Requests should be made to the teacher or the building principal.

2. If parents/guardians object to textbooks or other materials used in the district, they may file a written request with the building principal to request that these textbooks or other materials be reviewed by a committee of teachers and parents/guardians.

Parental/Guardian Attendance at Courses, Assemblies, Counseling Sessions, and Other Instructional Activities

Parents/guardians are always welcome in the buildings, but they must check in at the office at the time of arrival.

1. Parents/guardians are invited to make appointments with the teacher or building principal to attend and observe classes, assemblies, and other instructional activities.
2. School counseling service providers are bound by law to notify parents/guardians if there is a danger to the student, danger to others, or involvement in illegal activities. Parents/guardians will be notified of ongoing counseling sessions. Permission to attend counseling sessions may be granted to parents/guardians by the principal after consultation with the student's counselor.

Parental/Guardian Option to Remove From Classroom Instruction and Other School Experiences

Building principals may excuse a student from specific classroom instruction and other school experiences through a written request by the student's parents/guardians when they object on political, moral or religious grounds. Alternative assignments of comparable effort may be provided for the student by the school.

Parental/Guardian Access to Student Records (Policy 5016)

Parents/Guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order.

Parental/Guardian Notification of Student Surveys

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request. (Legal reference: 79-531, 79-532)

Routine Directory Information (Policy 5017)

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received

- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, use ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act (FERPA). Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

VISITORS TO SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians
    A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
    B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
    C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
    D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
    E. All visitors will report to the school office.

III. Visitation by Students
    A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.

B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian
C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation
A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

STUDENT FEES, FINES AND CHARGES

PART ONE:

The district's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures which are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire or equipment shall be required of students except as expressly permitted below.

A. Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.
2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraiser and/or seek donations according to district policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

B. Minor personal consumable items: The district may require students to be responsible for the purchase of minor consumable items that are used by the student for extracurricular activities. The District will establish a master list of those items, which are considered minor personal consumable items, which may be required. Each school building shall choose those items on the list, which it will require of students attending the school. No item, which is not on the District's master list, will be required. Each school shall annually submit its list of required personal consumable items to the district for approval and publication in that school's handbook.

C. School Store: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school store.

D. Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication into the student handbook.

E. Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the District shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

F. Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student. The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

G. Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

H. Parking: Students may be required to pay to park their cars on school property. The district shall annually determine the amount to be charged for parking and publish it in the student handbook.

I. Yearbook, class rings and other optional purchases: Students may be charged for the purchase of items such as yearbooks, class rings, class sweatshirts, graduation announcements and other such voluntary purchases.

J. Graduation attire: Students may be required to pay the necessary fee to cover the cost of graduation attire required to participate in graduation ceremonies.

K. Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

L. Summer school: The District may annually set fees for student participation in classes offered during the summer. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

M. Night school/Adult education: The District may annually set fees for student participation in classes offered to students taking classes through the district's night school/adult education program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

N. Post-Secondary education costs: A student may be charged the actual tuition and fees associated with obtaining credits from a post-secondary educational institution when a student receives both high school credit and post-secondary education credit from a course being taken as part of an approved accelerated or differentiated curriculum program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund unless paid directly to the post-secondary educational institution.

O. Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's file or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

P. Materials required for course projects: The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

PART TWO:
Student Fee Fund
Fees that are charged to students pursuant to PART ONE, subsections A.1, A.2, L, M, and N shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees
Fees that are charged pursuant to PART ONE, subsections A and E shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced-price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building Principal. Once the school district has received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The District is not obligated to provide any particular type or quality of equipment or other material to eligible students.

****<u>RALSTON PUBLIC SCHOOLS FEE LIST UPDATED FOLLOWING THE 2nd BOARD MEETING EACH JULY. THE FOLLOWING FEES ARE SUBJECT TO CHANGE.</u>**

Ralston High School Fee List

Fees Assessed:
Extracurricular Activity Fee: $50.00 includes activity ticket
Transcripts: Price for Graduates set by Parchment online order system $4.00;
Current students are free of charge through Naviance
Summer School: $175 resident, $225 non-resident. Night School: $300 maximum / class.
Breakfast Prices: $2.50 Reduced: $0.30
Lunch Prices: $3.10, Reduced Lunch: $0.40
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Replacement School ID : $5.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $30/$15

Required clothing for classes and extracurricular activities
Gym Shorts and Cotton T-shirt (PE) Undergarments
Swimsuit (Swimming) Towel (PE and swimming)
Rubber-soled athletic shoes Socks
FCS (Year 2 & 3): white shirt, black pants, black shoes, and socks
Medical Science Academy 1 & 2: Lab Coat and Scrubs
Automotive Academy: blue jeans, close-toed shoes, academy shirt
Education Academy: business casual professional attire
SCUBA oxygen tank fee- not to exceed $40

Specialized Equipment or Clothing Specific to Extracurricular Activity Participation
Shoes appropriate for the activity Undergarments appropriate for the activity
Gym Shorts and Cotton T-shirt Athletic socks
Golf clubs, practice golf balls, tees Baseball glove / softball glove, bat(s)
Tennis racquet Protective gear (ex. soccer shin guards)
Choir: Up to $350 for competition shirt, pants, ties, dress, shoes, and stockings

Optional Fees -Not Required
Ralston High School Activity Ticket-$50.00 Physicals for Sports-$50.00
Ralston High School Yearbook-$75.00 Parking-$5.00
Student Picture Packages-$15-$25
Printed Clothing
Books &/or consumable materials for personal ownership (ex. clay, wood, etc.)
Extracurricular activities admission – Maximum $25.00 per event
Extracurricular activities travel fee – Not to exceed $4800 per event

Certification (Optional to student)
Red Cross Lifeguard certification $85.00
OSHA: $25
SCUBA certification-paid directly to certification provider

Donations / Fundraising
Cheer and Dance Uniforms: $1200
As approved by the Superintendent or designee

AHERA NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA) which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Ralston Public Schools has conducted a re inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on January 22, 2013 all materials listed in the Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected and found to be in good condition.

The law further requires an asbestos management plan to be in place. Ralston Public Schools developed a plan, as required, which has been continually updated. The plan has several ongoing requirements: publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: Ralston Middle School. During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: Mockingbird kitchen storage. During the next year, we plan to conduct the following asbestos related activities at the following school building's removal of kitchen storage room floor tile at Mockingbird Elementary.

It is the intention of the Ralston Public School District to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a healthy and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in the school district administrative office or administrative office of the school during regular business hours. Pat Flinn is our designed asbestos program coordinator, and all inquiries regarding the asbestos plan and asbestos-related issues should be directed to 402-898-3460.

HOMELESS CHILDREN AND YOUTH

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Dianne Young who may be contacted at 402-898-3441.

PROTECTION OF STUDENT RIGHTS

Ralston Public Schools respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA) and Federal Legislation Act. The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: First Semester. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

STAFF QUALIFICATIONS

Notice to Parents
As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*

- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*

- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the if you would like to receive any of this information at 402-331-4700.

FERPA Notification

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when they reach the age of 18 or attend a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth their view about the contested information.
- FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
    - School officials with legitimate educational interest;
    - Other schools to which a student is transferring;
    - Specified officials for audit or evaluation purposes;
    - Appropriate parties in connection with financial aid to a student;
    - Organizations conducting certain studies for or on behalf of the school;
    - Accrediting organizations;
    - To comply with a judicial order or lawfully issued subpoena;
    - Appropriate officials in cases of health and safety emergencies; and
    - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information, you may call 1-800-USA-LEARN (1-800-872-5327) (voice). Individuals who use TDD may use the Federal Relay Service.

Or you may contact us at the following address:

Family Policy Compliance Office

U.S. Department of Education

400 Maryland Avenue, SW

Washington, D.C. 20202-8520

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district’s programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of t**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

> **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.7. The victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.7.1.1.1. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.2. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.3. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.7.1.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.7.1.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.7.2. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.7.2.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.7.2.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.7.2.2.1. The length of the relationship.

2.7.2.2.2. The type of relationship.

2.7.2.2.3. The frequency of interaction between the persons involved in the relationship.

2.7.3. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.7.4. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.7.4.1. fear for their safety or the safety of others; or

2.7.4.2. suffer substantial emotional distress.

2.8. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other

similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has

actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative

report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they

may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the

other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to

completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether

remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

9.1. **Specific Circumstances**.

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

9.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

10. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

11. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

13. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RALSTON PUBLIC SCHOOLS

Chromebook Usage Handbook



The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any other device considered by the Administration to fall

under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. **Parent/Guardian Orientation**
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. **Distribution**
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. **Transfer/New Student Distribution**
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook. This will be done within student verification.

Returning Your Chromebook

1. **End of Year (grades 9-12)**
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. **Transferring/Withdrawing Students**
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $30.00/$15.00* (*reduced for students who qualify for Free/Reduced Lunch Program) **annually** for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be submitted in cases of theft.

Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Chromebook Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.

General Precautions
- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection
- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks
- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care
- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the Ralston

Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the District.

No Expectation of Privacy
Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the District. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software
Teachers, school administrators, and the Technology Department staff may use monitoring software that allows them to view the screens and activity on the Chromebooks.

Updates
The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection
Chromebook uses the principle of “defense in depth” to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter
The District utilizes an Internet Content Filter that is in compliance with the federally-mandated Children’s Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District’s filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection
Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally-Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on the Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by <u>September 1st</u> in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The School Media Center/Technology Office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification
- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default

- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM

As part of the Student Computing Device initiative at Ralston Public Schools, the School District is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your student. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Schedule of Repair Costs

Description	*Without Device Coverage Cost*	*RPS Device Coverage Program Participant Cost*
Device Replacement	*$330*	*$165*
Motherboard(device replacement)	*$330*	*$165*
Keyboard	*$80*	*$40*
Battery	*$50*	*$25*
LCD Panel	*$90*	*$45*
AC Power Adapter w/ Cord	*$45*	*$23*
Top Cover	*$50*	*$25*
Bottom Base	*$60*	*$30*
Bezel	*$40*	*$20*
Camera	*$30*	*$15*
LCD Back Cover	*$40*	*$20*
Asset Tag	*$5*	*$5*

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship
School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.

2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy
Ralston Public Schools Internet Access is to be used only for classroom-related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:
1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.
- Students who knowingly violate the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public Schools' Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use

Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the Ralston Public Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your student. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30, $15 if student is free/reduced lunch status.**
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.**
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to have my student issued a Chromebook to take home.** *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*
	If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program. ☐ **While I do not wish to have my student issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30.**

_____

_____

Print Full Student Name **Grade**

_____

_____

Student Signature (REQUIRED) **Date**

_____

_____

Parent/Guardian Signature (REQUIRED) **Date**

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties
The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the
Ralston Public Schools webpage.

Ralston
PUBLIC SCHOOLS

Elementary
Student & Family Handbook
2023-2024

Administrative Office
Address: 8545 Park Drive, Omaha, Nebraska 68127
Administrative Office Phone: 402.331.4700 Fax: 402.331.4843
Spanish Hotline: 402.898.3454 Website: www.ralstonschools.org

BOARD OF EDUCATION

Robin Richards
Elizabeth Kumru
Mary Roarty
Samantha Willey
Carrie Hough
Katie Krause

DISTRICT ADMINISTRATORS

Mr. Jason Buckingham - Superintendent
Dr. Anne Harley - Assistant Superintendent for Teaching & Learning
Dr. Aaron Bredenkamp - Assistant Superintendent for Business
Dr. Mike Rupprecht – Executive Director of Human Resources
Dr. Sara Zabrowski-Gates - Director for Teaching & Learning
Mrs. Melissa Stolley – Director of Student Services

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Building	Administrator	Address	Phone
Blumfield Elementary	Mr. Casey Knight Mr. Malachi Behrens	10310 Mockingbird Drive	402.331.0891
Karen Western Elementary	Mr. Andrew Mather	6224 'H' Street	402.731.7477
Meadows Elementary	Ms. Lisa Schroeder	9225 Berry Street	402.339.6655
Mockingbird Elementary	Mr. Brian Ferguson Mr. Malachi Behrens	5100 South 93rd Street	402.331.6954
Seymour Elementary	Ms. Jody Blessen	4900 South 79th Street	402.331.0540
Wildewood Elementary	Mrs. Ashley Holmes	8071 Ralston Avenue	402.331.6475

Overview - Page 5 Ralston Public Schools Purpose statement Ralston Public Schools Direction statement Ralston's educational beliefs Accreditation Board of education policies Right to handbook notice	**Communication - Page 5** Phone & Email communication Parent-Teacher conferences Progress reports School publications Notice of Parental Rights
Day to Day - Page 7 Class treats/gifts/flowers/party invitations Lost clothing Skateboards/scooters Sports equipment Toys Student fees, fines and charges Elementary fee list Telephone messages Valuables Visitors to school	**Code of Conduct & Disciplinary Action - Page 11** Student conduct General conduct of students Dress code Illegal Substances Use of Tobacco Products Sniffer Dogs Weapons in the schools School bus/van rules and regulations Student discipline Emergency Exclusion
Academics - Page 22 Instructional materials and activities Student assistance teams Field trips Prekindergarten Child Find notice Complaint regarding printed materials	**Meals - Page 23** Breakfast/lunch program Lunch room behavior
Extended Day - Page 25 Extended day care program (Lil' Rams) Intramural activities	**Enrollment & Student Placement - Page 25** Entrance age Change of residence/phone number Placement of students in classes Transfer or withdrawal from school Within district transfers of students
Attendance - Page 26 Time of arrival Absence procedures Compulsory attendance and excessive absenteeism Leaving before the end of the day Release of student to non-custodial parent Nebraska compulsory attendance law	**School Property & Student Safety - Page 29** Safety Safety drills Bicycle rules Inclement weather – School closing/considerations Animals on School Grounds
Medical - Page 30 Health services and regulations First aid Immunizations Medication Physical examinations Chronic conditions Summary of communicable diseases and contagious conditions	**Family Engagement - Page 33** Parental/Guardian involvement in educational practices Standards and benchmarks for parent involvement Policy 5018 Parent/Guardian involvement in educational practices Title I: School-Caregiver Compact
Technology - Page 37 Student internet and computer use Technology in Ralston Elementaries & Middle School Acceptable Use Policy	**Policies & Procedures - Page 41** Policy 5022 Investigations, Arrests, & Other Student Contact by Law Enforcement or Healthy & Human Services Policy 3053 Notice of non-discrimination

Online grading Cell phones Student internet and computer access Policy 5063 Audio & Video Recording	Parent concern procedures Records available for review Grievance procedure for discrimination claims Notice to parents – Professional qualifications Testing Policy Parental/Guardian Notification of Student Surveys Title IX Policy

OVERVIEW

RALSTON PUBLIC SCHOOLS PURPOSE STATEMENT

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

RALSTON PUBLIC SCHOOLS DIRECTION STATEMENT

Cultivating resilient citizens prepared for the diverse demands of the future.

THE RALSTON PUBLIC SCHOOLS BELIEVES…

- An educational process is a partnership involving the school, the family, the student, and the community.
- Students learn best when they are actively engaged in the learning process.
- All students can learn.
- Students learn best when schools maintain high expectations for learning.
- The foremost responsibility of any educational organization is the student.
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world.

ACCREDITATION

Ralston Public School District has achieved AdvancED district accreditation.

BOARD OF EDUCATION POLICIES

Board of Education policies can be accessed on the district website: www.ralstonschools.org.

RIGHT TO HANDBOOK NOTICE

Handbooks will be available on the district and school websites. Notification of the web address and location to links will be provided to all students. In addition, any parent or student may request a printed copy of the handbook. A copy of the general rules of conduct will be posted in a conspicuous place in each school building.

COMMUNICATION

PHONE & EMAIL COMMUNICATION

To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a messaging platform to announce or remind our students and parents/guardians about important upcoming events. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages may come in the form of a pre-recorded phone call, text, push alert through the RPS Mobile App, and in other cases, will be accompanied by an email.

PARENT-TEACHER CONFERENCES

Parent-teacher conferences are scheduled twice a year. If additional conferences are desired, parents are encouraged to contact their child's teacher or principal. Appointments for the conference will be made at a mutually convenient time. Conferences are designed to share information between parent(s) and teachers. Parents are encouraged to attend each of the scheduled conferences.

PROGRESS REPORTS

Student progress will be formally reported to parents four times each school year. The main purpose of the reporting system is to communicate to the parent and the student, the teacher's

assessment of the student's growth and development. A child's achievement in the academic areas is based on his/her ability and performance. Achievement markings are given based on the progress the child has made as they work on those materials that are educationally appropriate for him/her.

SCHOOL PUBLICATIONS

Each building will provide a newsletter to parents with updated information specific to your child's school. School Board policies, handbooks, and curriculum information are available at each school building and online at: www.ralstonschools.org.

NOTICE OF PARENTAL RIGHTS

The Family Education Rights and Privacy Act and the Nebraska Public Records Law authorize school districts to make "directory information" available for review at the request of non-school individuals. These laws also give parents and guardians a voice in the decision-making process regarding the disclosure of directory information regarding their children.

Directory information is information from an education record of a student which would not generally be considered harmful or, if it were disclosed, an invasion of privacy. For example, an athletic program, which lists the names of team members, their heights and/or weights, and an academic program which lists the names of students receiving academic awards both contain directory information. Directory information includes the following information about a student:

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent. Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Ralston Public Schools has defined directory information for media purposes.
Several times during the school year, local media (TV, radio, newspaper, etc.) visit Ralston schools for newsworthy items, school happenings, holidays, local interest items and interview/photograph students for newspaper articles, TV news items, and promos. Media events are considered directory information.

Ralston Public Schools has defined directory information for the use of the Web (www.ralstonschools.org).
All Ralston schools and district Internet Web pages are considered directory information. Internet Web pages (schools and districts) may contain pictures and names of students.

Internal/External use of information: Whatever choice you make, the school district will be able to use this directory information for internal school purposes and to share it with other educational institutions and professionals in accordance with law. Please refer to this student handbook referencing Parental/Guardian Access to Student Records and Routine Directory Information (Policies 5016 and 5017). If you disagree with the way directory information may be used, please complete a written objection in writing, available at 8545 Park Drive, Omaha, NE 68127. The objection should be completed by the 1st of September of the current school year.

DAY TO DAY

CLASS TREATS/GIFTS/FLOWERS/PARTY INVITATIONS

For the safety of our students, homemade food items will not be permitted. Treats for birthdays or other special occasions must be purchased from a store and must arrive in the original store container. We encourage you to consider alternative non-edible treats such as pencils, erasers, or buying a book for the classroom as ways to celebrate your child's birthday. Gifts/flowers may be delivered to the office but will be kept in the office until the end of the school day.

Party invitations that include the **entire class** can be distributed at school. Invitations that are only for select students need to be mailed by parents. The school is not permitted to provide other student information to mail or contact other families.

LOST CLOTHING

All clothing the student would normally remove while in school should be marked with the child's first and last names. If an article of clothing is lost, the student should check in the lost and found area. Periodically throughout the year, the school will donate to charitable organizations clothing placed in the lost and found area that has not been claimed.

SKATEBOARDS/SCOOTERS

Safety concerns dictate that skateboards, scooters, and similar play items are not allowed on school property.

SPORTS EQUIPMENT

Such articles as hockey sticks, gloves, mitts, bats, toys, skates, etc. should not be brought to school without prior permission from the principal.

TOYS

To help eliminate classroom disturbance, disagreements on the playground, and to prevent loss or breakage, toys should not be brought to school. An exception to this rule will be made if the toy is to be used in "show and tell" and has been approved by the teacher. In this case the toy should be brought to school in a sack or book bag and taken out only for the purpose of and during classroom "show and tell" time. **The student and his/her parents assume liability for any personal items brought to school**.

STUDENT FEES, FINES AND CHARGES

The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally-required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted.

PART ONE:

The District's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures that are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire, or equipment shall be required of students except as expressly permitted below.

Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.
2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraise and/or seek donations according to District policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

Materials for course project: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school store.

Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication in the student handbook.

Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument, except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the district shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student.

The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

Yearbook: Students may be charged for the purchase of a yearbook.

Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's files or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

PART TWO:
Student Fee Fund: Fees that are charged to students pursuant to PART ONE, shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees: Fees that are charged pursuant to PART ONE, subsections A and C shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced- price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building principal. Once the school district has received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The district is not obligated to provide any particular type or quality of equipment or other material to eligible students.

ELEMENTARY FEE LIST

Fees Assessed:
Transcripts: $1.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Lunch Prices: $2.70, Reduced Lunch: $0.40
8 oz. Milk: $0.50, 4 oz. Juice: $0.50
Breakfast: $1.65, Reduced: $0.30
Recommended Items - Not Required
Backpack
Water bottle
Paint shirt

Required clothing
Select vocal music group attire: $25.00
Rubber soled athletic shoes for PE

Optional Items Available for purchase
Ralston High School Activity Ticket-$50.00
Yearbook- $10 to $20
Student Picture Packages-$6.50-$25
Printed clothing
Paperback books for personal ownership

Donations and Fundraising:
As approved by the Superintendent or designee

TELEPHONE MESSAGES

Except in an emergency, placing telephone calls to a student during the school day is discouraged. When it is necessary to get a message to a student, please call the school office. We will attempt to deliver the message to the student. **Please call 30 minutes prior to dismissal to ensure that staff have adequate time to get the message to your child.**

VALUABLES

Students are discouraged from bringing valuables to school. Secure locations for personal items may not be available and the school does not assume responsibility for non-approved items brought to school.

VISITORS TO THE SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians/patrons, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following:
   a. Disruption to the educational environment;
   b. Distraction to students and staff;
   c. Confidentiality of students and staff;
   d. Safety of students and staff.

II. Parent/Guardians/Patrons
   a. Parents/Guardians wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator.
   b. Parents/Guardians attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
   c. Parents/Guardians/Patrons attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
   d. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class for a segment of time that does not interfere with the educational process.
   e. All visitors will report to the school office upon arrival and departure.

III. Visitation by Students
   a. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
   b. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian.

IV. Program Visitations
   a. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

CODE OF CONDUCT & DISCIPLINE

STUDENT CONDUCT

Bullying Prohibited. Bullying disrupts a school's ability to educate students, threatens public safety by creating an atmosphere in which such behavior can escalate into violence.

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

Bullying Defined. Bullying means any intentionally hostile or offensive verbal, written, graphic, demonstrative, electronic, or physical act that has the purpose of exerting domination over another student through the act of intimidating, frightening, oppressing, or adversely controlling the student, and that is disruptive of the educational process, or any ongoing pattern of physical,

verbal, written, graphic, demonstrative, or electronic abuse, on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or his or her designee, or at school-sponsored activities or school-sponsored athletic events. This may include, but is not limited to, verbal, graphic, written, or electronic activities such as name-calling, taunting, blackmailing, inciting to fight, terrorizing, or physical or demonstrative activities such as poking, blocking or impeding, following, hair pulling, mock hitting motions, intentionally bumping, tripping, and damaging clothing.

Sexual Harassment. Sexual harassment is defined as any unwelcome act of a sexual nature. It may include, but is not limited to, unwelcome sexual advances, requests for sexual favors, and verbal or non-verbal sexual comments or physical conduct of a sexual nature. Any offenses that meet the definition of sexual harassment may result in suspension or potential reassignment based on the severity of the incident. Legal authorities may be contacted.

GENERAL CONDUCT OF STUDENTS

Students are expected to conduct themselves in an orderly, dignified, and respectful manner at all times. This applies to student interactions with other students, staff members, and visitors. Violence will not be tolerated. Any such actions on the part of students will result in immediate consequences, as outlined in school board policy and/or Nebraska statutes. Consequences may include student exclusion, suspension and/or expulsion. (See Appendix) Student discipline shall conform to the general rules of conduct that are stated in the Board approved handbooks. (Policy 5035)

Principles and General Procedures: It is the philosophy of the School District of Ralston that appropriate behavior is of great importance in schoolwork, and that all feasible means should be employed to help each student develop skills in self-discipline. Students are expected to follow school and classroom rules, and to be courteous to all of their associates. Such learning may call for control of student conduct by adults.

Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at his/her building of attendance or any other district building and/or school related activity or for any other action prohibited by state statute.

Students may be kept after school at the discretion of a staff member. In such cases, every effort will be made to notify the parents. If a parent cannot be reached, the student will be allowed to leave, but may be kept before or after school on another day after parent notification. If two students are involved in an act of misconduct, the school is not permitted to share the consequences of another student with the other parties parents/guardians.

DRESS CODE

The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.
    e. Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider.
    f. Other head coverings that are not related to an individual's religious/cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
2. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

ILLEGAL SUBSTANCES

State law and Board of Education policy strictly prohibits students from having tobacco products, alcoholic beverages or drugs at school. Violation of this policy will result in appropriate disciplinary action, and may cause the student to be suspended or expelled from school.

TOBACCO & VAPING

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems;, alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Per school board policy, our campuses are smoke-free. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any events the day of the possession or use.

SNIFFER DOGS

The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection (Policy 3045).

WEAPONS IN SCHOOLS

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

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

SCHOOL BUS/VAN RULES AND REGULATIONS

These rules apply to all means of district provided transportation.

1. The driver is responsible for the students and the safety of the bus
2. Students will be picked up and /or dropped off at the pre-arranged location and time.
3. The driver will wait for up to 3 minutes for a student at a stop, after which time the driver will travel to the next stop.
4. Students are to follow school rules while riding on the bus: Be Safe, Be Responsible, Be Respectful.
    a. Students are to follow the directions of the bus driver
    b. No food or drink allowed on the bus at any time
    c. Hands and feet must remain in the bus at all times
    d. Students will remain seated while the bus is moving
    e. Students will wear seat belts when available
5. Students are responsible for any damages they create to the bus
6. Students will be discharged ONLY to regular stops unless otherwise pre-approved through the Director of Transportation.

Students may be suspended from riding privileges for failure to follow any of these regulations.

STUDENT DISCIPLINE

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

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

Pre-Kindergarten through Second Grade Students
Notwithstanding any other provision of this policy, an elementary school shall not suspend a student in pre-kindergarten through second grade unless the student brings a deadly weapon as defined in section 28-109 on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or his or her designee, or at a school-sponsored activity or athletic event. As an alternative to suspension, the school district may take any action authorized by law, including those provided in section 79-258.

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:
1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, 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 a board took the final action to expel the student, the student may be readmitted only by action of the board. Otherwise the student may be readmitted by action of the Superintendent.
3. **Suspension of Enforcement of an Expulsion**: Enforcement of an expulsion action may be suspended (i.e., "stayed") for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect, and as a condition of such suspended action, the student may be assigned to a school, class, or program/plan and to such other consequences which the school district deems appropriate.
4. **Alternative School or Pre-expulsion Procedures.** The school shall either provide an alternative school, class or educational program for expelled students or shall follow the pre-expulsion procedures outlined in NEB. REV. STAT. 79-266.
5. **Conclusion of Expulsion**. At the conclusion of an expulsion, the school district will reinstate the student and accept non duplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;
    b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
    c. Violating school bus rules as set by the school district or district staff;
    d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless

of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;

e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violations of the district's acceptable computer use policy.
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon;
m. Knowingly making a false statement or knowingly submitting false information during the Title IX grievance process or any other school investigation or making a materially false statement in bad faith in the course of a Title IX grievance proceeding or any other school investigation;
n. Violation of the school's audio and video recording policy; and
o. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charges.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the

date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;
b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;
c. A statement that, before long-term suspension, expulsion, or mandatory reassignment for disciplinary purposes can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork.
d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;
e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and
f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.

7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). The school district will provide parents with copies of the relevant statutes upon request.

Reporting Requirement to Law Enforcement

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

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

EMERGENCY EXCLUSION

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

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

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

Extension of Exclusion. Pursuant to the Student Discipline Act, the principal has the authority to exclude a student from school for up to five school days on an emergency basis. If the superintendent or superintendent’s designee determines that it is appropriate to consider the

extension of an exclusion beyond five days, such consideration shall be made according to the procedures set forth below.

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

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

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

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

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

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

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

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

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

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

Presence of Student and Witnesses at the Hearing. The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may

speak in his/her own defense and may be questioned on such testimony, but may choose not to testify.

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

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of his or her findings and recommendations, and forward the report to the superintendent.

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

ACADEMICS

INSTRUCTIONAL MATERIALS AND ACTIVITIES

The District will provide access to textbooks and other curriculum materials used in Ralston schools for parental review. If any materials appear questionable to a parent / guardian, a request may be made to have the material reviewed by a panel of teachers and parents. It is Ralston Public School's intent to keep parents well informed. Parents and guardians are welcome at any assembly, counseling session, or other special educational activity. Please contact the building principal prior to the event to ensure space may be provided.

STUDENT ASSISTANCE TEAMS

When a student experiences difficulties with learning or behavior in school, the teacher will consult the student's parent(s). If the problem persists the teacher or other school personnel may also seek the advice or suggestions of other teachers. Sharing of expertise among educators whether the problem is simple or complex, often promotes desirable solutions. At each elementary school, appropriate personnel, referred to as the Student Assistance Team (S.A.T.), meet regularly to assist in providing the most desirable education opportunities for the students.

The S.A.T. usually consists of regular educators including the student's teacher, parent(s), and other personnel who may be appropriate to consider the problem at hand. Staff members who will be included on the team are general education classroom teachers, administrators and school counselors or reading specialists. Special education staff may be involved occasionally as needed. Parents will receive a notice and be involved throughout the SAT process.

The goal of the team is to share information in a problem-solving discussion. The classroom teacher will bring evidence to demonstrate the difficulty occurring within the classroom. As a team, the members will discuss possible causes for the difficulty. After a cause has been identified team members will give recommendations. The recommendations will become interventions. Once the interventions have been identified, persons responsible will be identified as well as a timeline. Generally a S.A.T. intervention will be tried for approximately 30-45 hours of intervention. This allows for accurate data collection on whether the intervention was appropriately identified and successful. At the end of approximately 30-45 hours of intervention a S.A.T. 2 meeting will occur. At this meeting results of the interventions will be shared. The team will determine if the appropriate level of success has been reached. Additional interventions may be put in place and monitored for another 30-45 hours of intervention. If the team feels that appropriate interventions have been in place and the child is not making significant progress a further recommendation for testing may be made. Parents are encouraged to participate and be involved throughout the entire S.A.T. process.

FIELD TRIPS

Students in prekindergarten through sixth grade will have the opportunity to participate in field trips throughout their educational experience. Information about specific field trips where students leave the building will be sent home to parents and guardians prior to the field trip. This includes transportation to other buildings for school-related events (e.g. concerts, orientation, etc.). Parents/guardians will sign a permission slip sent home by the teachers.

On field trips, parents are not typically able to ride the bus due to the limited amount of space on the bus. Therefore, if parents/guardians plan on attending field trips, they may be asked to provide their own transportation.

PREKINDERGARTEN

Ralston Public Schools offers prekindergarten programming in all elementary buildings. Prekindergarten Handbooks are provided to each parent/guardian over the summer before school begins. Prekindergarten screenings are held in the spring and summer for the following school year. For information please contact the District Office at 402-331-4700.

CHILD FIND NOTICE

Ralston Public Schools has an ongoing goal of locating and identifying all children, birth through age 21, who have special needs. The district will provide any child or youth who has a disability an appropriate public education at no cost to the parents of the child. Children or youth with disabilities are those who have hearing impairments, vision impairments, behavioral disorders, deafness, blindness, health impairments, specific learning disabilities, mental disabilities, autism, or traumatic brain injuries. In addition, children and youth with any disability which substantially limits a major life activity may receive modifications to allow them access to an appropriate education (Section 504 of the Rehabilitation Act, as amended).

Ralston Public Schools requests your help in locating children and youth with disabilities who are eligible to benefit from Special Education. If you know of a child or youth who is a resident of the District, who may have a disability and is not receiving needed services, please contact the Director of Student Services, 8545 Park Drive, Ralston, NE 68127.

COMPLAINT REGARDING PRINTED MATERIALS

Patrons, students or faculty members desiring to make a complaint about any textbook, workbook, or materials used within the Ralston School system should file a written complaint with the building principal. Each building principal serves as a chairperson of a committee composed of faculty, librarian, and lay citizens who will review each complaint on an individual basis and make a decision based upon this review. All decisions are subject to review by the Superintendent of Schools. Patrons in disagreement with the decision reached by the committee and/or the Superintendent may appear before the Board of Education with their complaint.

MEALS

BREAKFAST / LUNCH PROGRAM

Each elementary school will provide a hot lunch for students in grades kindergarten through six for a nominal fee. Students are encouraged to eat at school by purchasing a hot lunch, or they may bring a sack or cold lunch.

The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the

parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

The cost for a hot lunch is $2.60 per meal. All hot lunch trays include a carton of milk. Any student who is allergic to milk will be offered a substitute. To qualify for this substitution a written statement from a doctor stating the student is unable to drink milk must be on file in the office of the school.

Students bringing a cold lunch may purchase milk for $.50 or juice for $.50. Carbonated/soda drinks with cold lunches are discouraged.

All Ralston elementary schools offer breakfast. The cost is $1.55.
Parents are strongly encouraged to use the online lunch payment option and to maintain a positive balance in the student's account. For information on how to sign up for and use this option please visit the school's website and click on the "Online Lunch Payment" button.

Any parent wishing to eat with their child will follow the school visitation policy outlined in the Student/Parent Handbook. Anyone planning to eat at school should call the school office by 8:30 a.m. to be included in that day's lunch count. Adult meals cost $2.50 for breakfast and $3.25 for lunch.

A free and reduced price lunch program is available for those qualifying. The cost is $.40 for a reduced lunch and $.30 for a reduced breakfast. Application forms for this program were mailed in August to the parents/guardians of students enrolled in the school district. Additional forms are also available in the school office.

USDA Non-Discrimination Statement
In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.
Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.
To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. Mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. Fax: (833) 256-1665 or (202) 690-7442; or
3. Email: Program.Intake@usda.gov

LUNCH ROOM BEHAVIOR

Students will:

1. Talk in normal voice tones at all times.
2. Conduct themselves in a manner that is acceptable to dining in a large group.
3. Eat only their own food.
4. Display good manners.
5. Respect the rights of others.
6. Ask and receive permission before leaving the lunchroom.

Infractions of the above rules will lead to appropriate disciplinary actions by the administrator or the persons assigned to monitor the lunchroom.

EXTENDED DAY

EXTENDED CHILD CARE PROGRAM - LIL' RAMS

The Ralston Schools Foundation offers parent pay extended childcare in each elementary building if there is adequate interest. The hours are 7:00 - 8:00 a.m. and 3:00 - 6:00 p.m. on days school is in session. Extended hours are offered for schools with weekly early dismissal. Please call Sara Ryan, Lil' Rams Director, at (402) 898-3491 for registration and fee information. Registration forms are available at the Ralston Administrative Office, 8545 Park Drive and at ralstonschoolsfoundation.org.

Tuition for Fall 2022:

$ 35.00 weekly for Early Release only (1:30-6:00 pm)
$ 50.00 weekly a.m. only
$ 61.00 weekly p.m. only
$ 78.00 weekly full time
$ 40.00 per day – inservice

INTRAMURAL ACTIVITIES

Intramural activities will be scheduled intermittently throughout the year. Detailed information, along with participation permission slips will be sent to the parent(s) of the students eligible for intramural programs. **For supervision reasons, siblings are not permitted to wait for students participating in intramurals.**

ENROLLMENT & STUDENT PLACEMENT

ENTRANCE AGE

The Ralston School District will admit a child

a. who is age eligible for kindergarten based on their age (must be 5 on or before July 31st of the current year)
b. who is age eligible for prekindergarten based on their age and meeting eligibility criteria
c. whose parent or guardian requests such entrance and provides an affidavit stating that the child previously attended kindergarten in another jurisdiction; or
d. whose parent or guardian requests such entrance and provides an affidavit that the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or
e. whose parent or guardian requests such entrance and is recommended for admission through the Early Entrance Evaluation procedures.

CHANGE OF RESIDENCE/PHONE NUMBER

Current contact information is vital for the safety and well being of your child if an emergency occurs. **PARENTS ARE REQUIRED TO PROVIDE A CURRENT PHONE NUMBER AND EMAIL IN CASE OF EMERGENCY.** Parents are required to notify the secretary of the school whenever there is an address, a home telephone or work telephone number change. Also, please report any change in emergency numbers.

Upon the written recommendation of the principal and the approval of the superintendent, any K-12 student regularly enrolled in the school who transfers his/her residence to another school district may continue to attend Ralston Schools until the end of the current semester without payment of tuition. It is understood that the parent(s) or guardian assumes responsibility for the regular and punctual attendance of the child and any transportation that may be needed. The parent will also need to complete an Option Enrollment form if the student will continue to attend Ralston Public Schools.

PLACEMENT OF STUDENTS IN CLASSES

The Ralston Elementary Schools use the following guidelines in determining classroom placement:

- A range of academic ability
- Input from previous teacher(s)
- Social/behavioral relationships

The final decision on classroom placement is the responsibility of the building principal.

TRANSFER OR WITHDRAWAL FROM SCHOOL

Students transferring or withdrawing from school must be cleared through the school office. Parents are requested to notify the school as soon as possible that a withdrawal or transfer is pending.

WITHIN DISTRICT TRANSFER OF STUDENT

Upon a written request of the parent or guardian and approval of the involved principals and the superintendent, any student residing within the school district boundaries may receive permission to attend an elementary school other than the one in his/her prescribed attendance area if enrollment permits.

Application for transfer from one attendance center to another within Ralston Public Schools is required by February 14th. Transfer requests will be considered in the order in which they are received and notification of the transfer decision might not be made until late summer. Transfers will be granted at any time during the school year, if enrollment permits. It should be understood that when such a transfer occurs any needed transportation to or from school is the responsibility of the parent(s) or guardian in accordance with the school's beginning and dismissal times.

ATTENDANCE

TIME OF ARRIVAL

Regular School Days

- Kindergarten-6th grade Breakfast: upon arrival - 8:00 a.m.
- Kindergarten-6th grade School Hours: 8:00 am - 3:00 pm
- Prekindergarten Hours: - 8:00 am - 3:00 pm Monday - Thursday, no school Friday

Kindergarten-6th Grade Early Release Days: Fridays - 8:00 am - 1:30pm

Unless the student is participating in a designated school activity or the student is registered for the extended day care program, students should arrive at 7:45 a.m. at the earliest. Please plan

with your child the appropriate time for leaving home so they do not arrive earlier than the specified time. IN THE MORNING PRIOR TO THE STARTING OF SCHOOL AND AFTER SCHOOL PLAYGROUND SUPERVISION IS UNAVAILABLE.

Supervision of the student before the first bell and after the dismissal bell is the responsibility of the parent/guardian. Students on the grounds 15 minutes after the dismissal bell will have to be signed out in the office by a parent. **Principals may contact the proper authorities if students are dropped off and/or not picked up within thirty minutes of designated arrival and dismissal times.** Please deliver and pick up your children on time.

Students will not be permitted to return to the classroom after dismissal for items left in the classroom unless supervised by a staff member.

ABSENCE PROCEDURES

When it is necessary for a student to be tardy or absent from school, parents are asked to call the school office between the hours of **7:45 and 8:15 a.m**. If the school has not received a call, the school shall call the parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made with the school.

COMPULSORY ATTENDANCE AND EXCESSIVE ABSENTEEISM

Required Attendance
Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age
All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions
This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students
The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to re-enroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer
Each building principal is designated as an attendance officer for the district. Each building principal, at his or her discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

LEAVING BEFORE THE END OF THE DAY

Students leaving school early must be signed out by a parent/guardian. Students must check out of the office prior to them leaving the building. We encourage you to contact the school via written or phone communication to notify the staff of the early departure if possible.

If a student must leave school during school hours for a doctor's appointment or other valid reason please note:

- Students leaving the school prior to dismissal must report to the office before leaving the building.
- Depending upon time of day this could count as an absence.

RELEASE OF STUDENT TO NON-CUSTODIAL PARENT

As specified in current law, **the school may release a student to a non-custodial parent** unless a court order specifically barring such a release has been filed in the school office. A current, original court document must be brought to the school office for copying. The non-custodial parent will be required to provide a valid driver's license to confirm their identity.

Nebraska Compulsory Attendance Law

Every person residing in a school district within the State of Nebraska who has legal or actual charge or control of any child who will reach six (6) years of age prior to January 1 of the current school year and did not reach sixteen (16) years of age prior to July 16, 2005, and has not reached eighteen (18) years of age shall cause such child to attend regularly the public, private, denominational, or parochial day schools each day that such schools are open and in session except when excused by school authorities, unless such child has graduated from high school, or

unless such child has reached the age of sixteen (16) and such child's parent or guardian has signed a notarized release disenrolling the child on a form provided by the school.

SCHOOL PROPERTY & STUDENT SAFETY

SAFETY

Instruction in safety practices begins in every elementary classroom the first day of school and continues throughout the year. The home and school must work together until safe living is a natural practice of the child. Parents should constantly set an example of safety for their children. You can do your part by helping your children learn the following:

The student will…

- go directly home after school.
- walk the safest route to and from school.
- look and be sure the way is clear before crossing the street.
- cross the street only at marked crossings.
- stay on the sidewalk. Avoid lawns, vacant lots, etc.
- walk on the left side of the street if there are no sidewalks.
- observe and obey traffic rules.
- get in and out of the car on the curbside.
- make safe choices when crossing the street and in the parking lot.
- observe the rules of good bicycle riding.
- cross railroad tracks at proper places and make safe choices while near the tracks.
- leave items on the ground that belong on the ground.
- refuse all gifts, invitations or rides from strangers.
- obey general safety rules.

SAFETY DRILLS

Students and staff will practice routine safety drills. During a fire drill all people in the building are required to leave.

During tornado drills all students will receive instructions concerning safe areas of the building and precautions to be followed during a tornado.

BICYCLE RULES

All bicycles must be placed in the bicycle rack immediately upon arrival at school. No riding is permitted on school grounds. Bicycles must be chained and padlocked to the bicycle rack. **The school assumes no responsibility for theft or vandalism that occurs to bicycles.**

INCLEMENT WEATHER - SCHOOL CLOSING/CONSIDERATIONS

When the Superintendent or his representative deems it necessary to close school for all or part of the day, notice will be provided through the Blackboard calling system and local radio and television stations. When school is dismissed during the school day, parents may pick up their students or they will be sent home by regular means (bus or walk). Be sure to communicate to your building's office if your contact or emergency information changes.

As a general guideline students will participate in outdoor activities unless the **wind chill is 10° F or below,** above 95 degrees Fahrenheit, or precipitation necessitates students remaining indoors. The building principal may restrict outside activity when inclement weather is present in concern for the health and safety of students and staff.) The Safety Patrol may not be on duty in the case of extreme weather conditions.

ANIMALS ON SCHOOL GROUNDS

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

MEDICAL

HEALTH SERVICES AND REGULATIONS

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

- Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.
- When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**
- If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents expense, and the student will be transported to the nearest hospital.
- Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria, pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chicken pox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chicken pox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

MEDICATION

Administering Medication to Students

Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements ofTitle 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication
    a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
    b. Parents/guardians must sign an Authorization for Medication form provided by the school.
    c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.
2. Nonprescription/over the counter medication.
    a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc.
    b. Parents/guardians must sign an Authorization for Medication form provided by the school.
    c. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
    d. The container must be labeled with the child's name and with directions for provision or administration of the medication.

All medications must be brought into the Health Office by an adult. If a student rides the bus, an adult can hand the medication to the bus driver, who can then give it to a staff member at the school dropoff.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for 24 hours prior to returning to school with no medication given.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for 24 hours prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned

not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

FAMILY ENGAGEMENT

PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children. The partnership between home and school is critical for student success. A few notes for parents are found below regarding parental involvement. Ralston Public Schools policy for parental involvement may be found in the Appendix.

STANDARDS AND BENCHMARKS FOR PARENT INVOLVEMENT

Parenting:
Assist families with parenting skills and setting home conditions to support children as students and assist schools to understand families.

- Students will develop positive personal qualities, habits, beliefs, and values taught by family
- Students will be aware of the importance of school

- Parents will be self-confident about parenting
- Parents will have a sense of support from school and other parents
- Teachers will have respect for families' strengths and efforts
- Teachers will use their training and skills to share information on child development

Communication:
Conduct effective communications from school to home and from home to school about school programs and children's progress.

- Students will be aware of own progress in subjects and skills
- Students will understand school programs and policies
- Parents will monitor child's progress in subjects and skills
- Parents will understand school programs and policies
- Teachers will be able to communicate clearly with parents
- Teachers will elicit help with child's progress from the family

Volunteering:
Organize volunteers and audiences to support the school and students.

- Students will be aware of the many skills, talents, occupations, and contributions of parents and other volunteers
- Students will develop skills in communicating with adults
- Parents will be self confident about ability to work in school and with children
- Parents will have an understanding of the teacher's job
- Parents will feel that families are welcome and valued at school
- Teachers will be aware of parents' talents and interests in school and children
- Teachers will be skilled in organization, training, and use of volunteers

Learning at Home:
Involve families with their children on homework and other curriculum-related activities and decisions

- Students will have a positive attitude about homework and school
- Students will view parents as more similar to teacher and of home as more similar to school
- Parents will be confident and skilled in how to support, encourage, and help his or her child at home
- Parents will have an understanding of instructional program and what the child is learning in each subject
- Parents will have an appreciation of teacher's skill
- Teachers will have a respect of family time
- Teachers will recognize the helpfulness of all families in motivating and reinforcing student learning

Decision Making:
Include families as participants in school decisions, and develop parent leaders and representatives.

- Students will understand the benefits linked to policies enacted by parent organizations
- Parents will feel they have input into policies that affect their child's education
- Teachers will be accepting of equality of family representatives on school committees and in leadership roles

Collaborate with the Community:
Coordinate resources and services from the community for families, students, and the school, and provide services to the community.

- Students will have the opportunity to know and explore careers and options for future education and work
- Students will feel like a valued member of the community

- Students will develop positive relationships with adults in the community
- Parents will use local resources to increase skills and talents or to obtain needed services
- Parents will be aware of community's contributions to the school
- Parents will participate in activities to strengthen the community
- Teachers will use community resources to enrich curriculum and instruction
- Teachers will be skilled in working with mentors, business partners, community volunteers, and others to assist students and teaching practices

POLICY 5018 PARENT/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES

The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NSCAS assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies, and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, at the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.

a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.
b. State Assessments: The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.
c. National Assessment of Educational Progress: As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary. The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered.

   Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
   a. The principal must approve all surveys intended to gather information from students before they are administered to students.
   b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

SCHOOL-CAREGIVER COMPACT

Ralston Public Schools: Elementary
2023/2024 School Year

This Title I School-Parent Compact has been jointly developed with parents and outlines how parents, the entire school staff, and students will share the responsibility for improved student academic achievement and the means by which the school and parents will build and develop a partnership to help children achieve the State's high academic standards. At the annual parent-teacher conferences the compact shall be discussed as it relates to the individual child's achievement.

Teacher / School:
It is important that students achieve. I agree to do the following:

1. Provide high-quality curriculum and instruction in a supportive and effective learning environment to enable children to meet challenging state academic standards.
2. Regularly communicate with parents on their child's progress.
3. Demonstrate professional behavior and positive attitude.

Parent / Caregiver:
I want my child to achieve; therefore I will encourage him/her by doing the following:

1. Communicate and work with teachers and school staff on an ongoing basis to be involved and support my child's learning.
2. Support your child's learning--volunteer in their classroom; participate, as appropriate, in decisions related to their education, guide positive use of extracurricular time.
3. Make sure my child is at school every day and on time, unless they are ill.

TECHNOLOGY

STUDENT INTERNET AND COMPUTER USE

Students are expected to use computers and the Internet as an educational resource. Procedures and guidelines governing the use of computers and the Internet at school are provided in the Appendix (Policy 5037).

TECHNOLOGY IN RALSTON'S ELEMENTARIES & MIDDLE SCHOOL

Vision Statement. To develop 21st century skills through relevant instruction to create learners who are academically competitive, technology literate, motivated, and college and career ready.
Purpose Statement. To enable secure access and effective delivery of curriculum, sustainable and proactive instructional technology support, and efficient and reliable information for decision making for all stakeholders.

WEBSITES
District, School, & Teacher
Ralston Public Schools district website address is www.ralstonschools.org. Some of the services provided include school and teacher websites, Board of Education, calendars, community connections, enrollment, handbooks, lunch menus, online lunch payment, student services, & instructional resources.

GOOGLE APPS FOR EDUCATION. Ralston Public Schools actively uses Google Apps for Education(GAFE). The applications that students have access to include gmail, calendars, and drive. All students grades 3-12 have an email account. Each account is password protected. All students K-12 have a drive account. The drive app includes the ability to create documents, spreadsheets, presentations, and drawings. GAFE gives all our students equal access to the same products. The only requirement for the student is internet access.
R-KIDS. All Ralston schools offer the R-KIDS (Ralston Knowledge, Information, Data Site) online grading. This site will encourage greater communication between the school, teacher, student, and parent. Grades are a way for students, teachers and parents to communicate the progress and achievement level of each student. An on-line grading system enhances this communication and creates a more efficient way for parents and students to monitor their progress in school. Teachers will post grades in a timely manner, based upon the assignment and the teacher's schedule. Parents are encouraged to monitor their child's progress by checking the system weekly. Please note that some classes may not have graded assignments each week. When a student is missing an assignment/assessment, the incomplete box will be checked. Once the work is made up, the grade will be entered and the late box will be checked.

What is an Acceptable Usage Policy? An acceptable use policy (AUP),is a set of rules applied by the owner or manager of a network, website or large computer system that restrict the ways in which the network, website or system may be used. AUP documents are written for corporations, businesses, universities, schools,internet service providers, and website owners, often to reduce the potential for legal action that may be taken by a user, and often with little prospect of enforcement. See reverse side for Ralston's AUP.

RALSTON'S ACCEPTABLE USE POLICY

The use of school-owned technology, including computers, whether stand-alone, as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right, and must be consistent with and driven by the educational objectives of the Ralston School District.

The Ralston School District exercises exclusive control over all school-owned technology, and students should not expect privacy regarding their use of any such equipment or network because

school property is subject to search and inspection at any time by school officials. This search and inspection includes, but is not limited to, electronic mail, Internet access, file storage and transfer. Students are responsible for whatever is contained in computer files assigned to them.

Students using computers connected to the Internet, an international computer network, are able to access computers and people all over the world. The Ralston School District does not condone student access to any unsuitable materials which exist on the Internet. The Ralston School District recognizes that it cannot control the information on other computer systems and that it may not be physically possible to screen out all such inappropriate information and materials. All student Internet activities are subject to being monitored.

The Ralston School District makes no warranties of any kind, whether expressed or implied, for the technological services it provides. The District will not be responsible for any damages a user suffers. This includes loss of data.

Technology will be supplied for student use on an "as is, as available" basis. The availability of on-line resources does not indicate endorsement of their contents by the Ralston School District. The District specifically denies any responsibility for the accuracy or quality of information obtained through the Internet.

The purchase of services or merchandise through the Internet, including the use of credit cards by students through District technological services is prohibited. The Ralston School District shall not be liable for any costs arising out of such transactions.

The Ralston School District will not be responsible for any liability or expense the user may incur in connection with the use of District technology. The user agrees to indemnify (hold harmless) the Ralston School District for any expenses, including attorney's fees, arising out of the use of District technology in violation of this agreement.

It is the responsibility of the parents/guardians to establish and convey the standards that their child should follow. In support of parents/guardians, the Ralston School District will enforce the minimum appropriate technology use standards set in the Technology Procedures (Code of Ethics for Technology).

ON-LINE GRADING SITE

R-KIDS (Ralston Knowledge, Information, Data Site) on-line grading enhances communication between the school, teacher, student, and parent. It also creates a more efficient way for parents and students to monitor their progress in school. Teachers post grades in a timely manner and parents are encouraged to monitor their child's progress by checking the system weekly. R-KIDS is available for all students in grades kindergarten through twelve. Parents can register for R-KIDS by visiting Ralston Public Schools website at www.ralstonschools.org.

CELL PHONES

Cell phones are not to be used during school and may be confiscated if the cell phone is causing a disruption. Students will be expected to follow the building cell phone security expectations that may include phones being kept in a designated place in the classroom or the office during school hours.

STUDENT INTERNET AND COMPUTER ACCESS

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

1. Education About Appropriate On-Line Behavior

a. School district staff will educate students about appropriate online behavior, both in specific computer usage units and in the general curriculum.
b. Staff will specifically educate students on
    i. Appropriate interactions with other individuals on social networking websites and in chat rooms.
    ii. Cyberbullying awareness and response.
c. The School District's Assistant Superintendent of Learning shall inform staff of this educational obligation and shall keep records of the instruction which occurs in compliance with this policy.

2. Student Expectations in the Use of the Internet
    a. Acceptable Use
        i. Students may use the Internet to conduct research assigned by teachers.
        ii. Students may use the Internet to conduct research for classroom projects.
        iii. Students may use the Internet to gain access to information about current events.
        iv. Students may use the Internet to conduct research for school-related activities.
        v. Students may use the Internet for appropriate educational purposes.
    b. Unacceptable Use
        i. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
        ii. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
        iii. Students shall not use school computers to participate in on-line auctions, on-line gaming or mp3 sharing systems including, but not limited to Aimster or Freenet and the like.
        iv. Students shall not disclose personal information, such as their names, school, addresses, or telephone numbers outside the school network.
        v. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
        vi. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
        vii. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
        viii. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
        ix. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
        x. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
        xi. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
        xii. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.

3. Enforcement
    a. Methods of Enforcement
        i. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.
        ii. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
        iii. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
        iv. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.
    b. Consequences for Violation of this Policy
        i. Access to the school's computer system and to the Internet is a privilege, not a right. Any violation of school policy and rules may result in:
            1. Loss of computer privileges;
            2. Short-term suspension;
            3. Long-term suspension or expulsion in accordance with the Nebraska Student Discipline Act; and
            4. Other discipline as school administration and the school board deem appropriate.
        ii. Students who use school computer systems without permission and for non-school purposes may be guilty of a criminal violation and will be prosecuted.
4. Children's Online Privacy Protection Act (COPPA)
    a. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
    b. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

Legal Reference: Children's Internet Protection Act and Protecting Children in the Twenty-First Century Act; Children's Online Privacy Protection Act (COPPA); 47 C.F.R., Ch. 1.

POLICY 5063 AUDIO & VIDEO RECORDING

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

Recordings Made by The District. The district may use cameras or other devices for purposes of making security, safety, or other recordings without a specific purpose or for a specific purpose when such recordings are deemed necessary or appropriate by the administration. The district will not maintain the recordings unless the recording is purposefully copied and saved, and the

recordings will only be available for review for a limited time based on the district's then-current recording capacity. The district administrators estimate that this is approximately 10 days but may change at any time.

Classroom Recordings by Staff. Staff members may make audio and video recordings of classroom instruction and school activities upon authorization of the superintendent or supervising administrator.
Prohibited Recordings by Students. Unless otherwise authorized by this policy or law, students are prohibited from making audio or video recordings during the school day on school grounds; when being transported to and from school activities or programs in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or by his or her designee; or at a school-sponsored activity or athletic event, unless the recording is made in a manner permitted by the school for members of the public. In such an instance, the students remain subject to the district's appropriate use and student discipline policies. For example, this policy does not prohibit students from making recordings of an athletic event for their personal use similar to a parent or other patron, subject to other applicable board policy. However, this policy generally prohibits students from using smart-speakers or other devices which actively or passively create or transmit audio or video recordings, including Google Home, Amazon Alexa, Apple HomePod, and AngelSense devices.

Permitted Classroom Recordings by Students. Students may make audio or video recordings of classroom lectures or discussions:

1. For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
2. For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission; (3) If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings. Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

POLICIES & PROCEDURES

POLICY 5022 INVESTIGATIONS, ARRESTS & OTHER STUDENT CONTACT BY LAW ENFORCEMENT OR HEALTH & HUMAN SERVICES

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

"Law enforcement officer" means police officers, county sheriffs, state patrolmen, Health and Human Service workers, Child Protective Services workers, Office of Juvenile Services workers,

probation officers, U.S. Immigration and Customs Enforcement (ICE) agents, Federal Bureau of Investigations agents, or any other government investigatory workers.

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

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

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

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

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

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

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

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

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parents.

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

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

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

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

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

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination

PARENT CONCERN PROCEDURES

The policy of the Ralston School District is to solve problems at the level at which they occur. If a parent has a concern about anything that has happened at school, they should contact the person who has the most information about the matter. In most instances this will be the student's classroom teacher. Parents/guardians are encouraged to work with building principals to bring about resolution(s).

When a concern relates to a special area (such as physical education, music, art or media) that teacher should be contacted. If, after conferencing with the teacher, a satisfactory solution has not been reached, the principal of the building should then be contacted.

RECORDS AVAILABLE FOR REVIEW

Parents/guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order. (Policy 5016)

Schools are required to provide information concerning the progress and activities of a student to the custodial and non-custodial parent equally, unless restricted by court order. If a restriction is to apply, a copy of the certified court order outlining the rights and restrictions must be placed on file in the school office. A copy of the school's files or records concerning a student will be provided at no charge, upon request, to any public or private school to which the student transfers. The building principal may authorize a total charge of $1.00 for copies of student records that are not being mailed to another school district for transfer purposes.

GRIEVANCE PROCEDURE FOR DISCRIMINATION CLAIMS

Grievances, complaints, and communications should be initiated and processed in the following manner. This procedure is to be followed for any and/or all alleged acts of discrimination.

1. If a student has a grievance or complaint, the person should present the matter to the building principal in an effort to resolve the problem informally. The grievance or problem should be signed and dated by the building principal.
2. If the principal has the authority to resolve the problem it will be done as quickly as possible. If the principal does not have the authority it shall be reported to the superintendent in a timely manner.
3. Within 10 days, if the principal has not resolved the grievance, the aggrieved party may provide a written, signed, and dated copy of the grievance to the superintendent.
4. Within 10 days of the superintendent's decision, the aggrieved party may provide a written, signed, and dated copy of the grievance to the president of the board of education. The superintendent may also provide a copy of the grievance to the president of the board of education if the superintendent believes the problem is policy and not administration.
5. The Board of Education shall make an investigation, either as a board or as a committee, and shall provide the aggrieved party an opportunity to appear before the full board in person, either privately or accompanied by legal counsel, with the right to present facts and witnesses in full hearing. At the conclusion of the investigation, the Board of Education shall, within 30 calendar days, render its determination in writing.

NOTICE TO PARENTS - PROFESSIONAL QUALIFICATIONS

As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows

you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*
- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*
- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the Executive Director of Human Resources if you would like to receive any of this information at 402-331-4700.

TESTING POLICY

The Ralston School District follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district. (Polices IL and ILC)

1. Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.
2. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
3. Building principals will excuse a student from specific tests through written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents have the option to opt out of NAEP, but not out of state mandated assessments. To opt out of a state NAEP assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

PARENTAL/GUARDIAN NOTIFICATION OF STUDENT SURVEYS

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/Guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request.

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the

Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not

consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. Fear for their safety or the safety of others; or

2.6.6.2. Suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive

measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. **Response to Sexual Harassment**

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The

written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more

than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at

least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant

designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

10.1. **Specific Circumstances**.

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

10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding

responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RALSTON MIDDLE SCHOOL
2023-2024 STUDENT / FAMILY HANDBOOK

BOARD OF EDUCATION
Mrs. Robin Richards, President
Mrs. Elizabeth Kumru, Vice President
Mrs. Samantha Willey, Secretary
Ms. Mary Roarty, Treasurer
Mrs. Carrie Hough, Member
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Dr. Anne Harley - Assistant Superintendent for Teaching and Learning
Dr. Aaron Bredenkamp - Assistant Superintendent for Business
Dr. Sara Zabrowski-Gates - Director for Teaching and Learning
Dr. Mike Rupprecht, Executive Director of Human Resources and School Improvement
Mrs. Melissa Stolley, Director of Student Services
Mr. Jim Frederick, External Relations and Engagement

ADMINISTRATIVE OFFICES
8545 Park Drive
Ralston, Nebraska 68127
402-331-4700
http://ralstonschools.org

RALSTON MIDDLE SCHOOL
8202 Lakeview Street
Ralston, Nebraska 68127-2777
402-331-4701
http://rms.ralstonschools.org

MIDDLE SCHOOL ADMINISTRATION
Andy Parizek, Principal
Jon Taylor, Assistant Principal/ Activities Director

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June, 2023

Welcome to Ralston Middle School!

The entire staff at RMS welcomes you to a new and exciting year. It is our goal to make this school year the most successful and memorable in your school career.

Please take time to review this handbook as a family. The purpose of this handbook is to provide families with information on policies and procedures for Ralston Middle School. You will see a clear commitment to ensuring a safe and positive environment for learning to take place. Much of this information pertains to expectations and procedures for students. If we were to summarize the expectations at Ralston Middle School, they basically come down to **being safe, being respectful and being responsible**. Acting safe and making choices that ensure your physical and mental well-being are critical. Respect for yourself, others and property is a key expectation. If everyone is respected, the school is a much better place for learning. Responsibility for your learning, your actions, and your growth is also a key to success in middle school. With both of these in place, the sky's the limit and your middle school years will be a time of great growth and success for you.

Through a caring school, family, and community partnership, the goal of preparing students to become responsible and respectful individuals in a safe and challenging environment will remain a central focus of Ralston Middle School.

Have a great year!

Andy Parizek
Principal
Andrew_parizek@ralstonschools.org

Jon Taylor
Assistant Principal/ Activities Director
Jon_taylor@ralstonschools.org

"Using the power of positive relationships, the community of Ralston Middle School will work to foster life-long responsibility and resiliency in all students."

School Handbooks are based on Board of Education Policies
www.ralstonschools.org / Board Of Education

Purpose Statement of Ralston Public Schools
A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope and inclusion.

Direction Statement
Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believe . . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston Middle School Vision
Using the power of positive relationships, the community of Ralston Middle School will work to foster life-long responsibility and resiliency in all students.

Ralston Middle School Guiding Mantra
Responsibility. Relationships. Resiliency.

Ralston Middle School Collective Commitments
Approach each day with a **positive** attitude.
Show **flexibility**.
Communicate clearly, honestly, and openly.
Be **committed** to making yourself and others better.
Practice **patience** and **empathy**.
Be **engaged** in your learning.
Collaborate as a team.
Respond to adversity with **resilience**.

Mass Communication with Families
To ensure effective and timely communication between our school district, staff, and school patrons, Ralston Public Schools uses a mass messaging system. This program allows our middle school to reach students and families about important events by phone, email, text, and through the RPS Mobile App. Also, it can serve as an information system to communicate student absences, school cancellations due to inclement weather, and crisis situations that may arise. Messages come in the form of a pre-recorded phone call, a text, a push alert, or an email.

Bell Schedule

Ralston Middle School
Building-wide Bell Schedule
2023-2024 School Year

Bell Schedule (Non-WIN Time)
(Monday - Thursday - 44 minute class periods)

7th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 (Lunch/Homeroom) - 11:06 am to 12:06 pm
  - 7A lunch - 11:06 to 11:36 am
  - 7B lunch - 11:21 am to 11:51 am
- Period 6 - 12:08 to 12:52 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:46 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:48 to 9:32 am
- Period 3 - 9:34 to 10:18 am
- Period 4 - 10:20 to 11:04 am
- Period 5 - 11:06 to 11:50 am
- Period 6 (Lunch/Homeroom) - 11:52 am to 12:52 pm
  - 8A lunch - 11:56 am to 12:26 pm
  - 8B lunch - 12:11 to 12:41 pm
- Period 7 - 12:54 to 1:38 pm
- Period 8 - 1:40 to 2:24 pm
- Period 9 - 2:26 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (WIN Time)
(Monday - Thursday - 40 minute class periods)

7th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 (Lunch/Homeroom) - 11:22 am to 12:22 pm
  - 7A lunch - 11:22 to 11:52 am
  - 7B lunch - 11:37 am to 12:07 pm
- Period 6 - 12:24 to 1:04 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

8th grade

- Period 1 - 8 to 8:42 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:44 to 9:24 am
- WIN Time - 9:26 to 9:56 am
- Period 3 - 9:58 to 10:38 am
- Period 4 - 10:40 am to 11:20 am
- Period 5 - 11:22 am to 12:02 pm
- Period 6 (Lunch/Homeroom) - 12:04 to 1:04 pm
  - 8A lunch - 12:14 to 12:44 pm
  - 8B lunch - 12:29 to 12:59 pm
- Period 7 - 1:06 to 1:46 pm
- Period 8 - 1:48 to 2:28 pm
- Period 9 - 2:30 to 3:11 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

7th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 (Lunch/Homeroom) - 11:20 am to 12:20 pm
  - 7A lunch - 11:20 to 11:50 am
  - 7B lunch - 11:35 am to 12:05 pm
- Period 6 - 12:22 to 12:53 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Bell Schedule (Early Release)
(Friday - 31 minute class periods)

8th grade

- Period 1 - 8 to 8:33 am (2 extra minutes for Pledge/ Morning Announcements)
- Period 2 - 8:35 to 9:06 am
- Period 3 - 9:08 to 9:39 am
- Period 4 - 9:41 to 10:12 am
- Period 8 - 10:14 to 10:45 am
- Period 9 - 10:47 to 11:18 am
- Period 5 - 11:20 to 11:51 am
- Period 6 (Lunch/Homeroom) - 11:53 am to 12:53 pm
  - 8A lunch - 12:03 to 12:33 pm
  - 8B lunch - 12:18 to 12:48 pm
- Period 7 - 12:55 to 1:28 pm (1 extra minute for Afternoon Announcements)

Homeroom/ Advisement

Building-wide Homeroom/ Advisement and Lunch Schedule (Monday, Tuesday, Wednesday, Thursday, Friday - 30 minutes for Homeroom/ Advisement and 30 minutes for Lunch) -

Monday - *WIN weekly opportunities / Grade Checks / Academic Vocabulary - https://access.serpinstitute.org/?page=5 - https://www.serp.link/wordgen-weekly/series-1 / Academic Study Hall, Read IXL or read from Independent Novel*

Tuesday - *SEL (Be Good People) - https://sites.google.com/scred.k12.mn.us/scredsel/educators/be-good-people-curriculum/6-8-core-edition / Choose Love Activities - https://chooselovemovement.org/teachers-lounge/ / Academic Study Hall, Math IXL or read from Independent Novel*

Wednesday - *WIN weekly opportunities / Meet-a-Book Wednesday / Read IXL / Academic Study Hall or read from Independent Novel*

Thursday - *Math Problem of the Week / Math IXL / Academic Study Hall or read from Independent Novel*

Friday - *Team Building*

Advisement is a program that builds meaningful relationships between students and teachers. Every student should have at least one advocate and trusted adult in the building. Your advisement teacher/ advisor will play a key role in helping you see and meet your potential by doing the following -

- Help students make friends, develop positive peer group relationships and a sense of belonging
- Provide an orientation to Ralston Middle School and the student handbook
- Teach, reinforce, and build character as a middle school student working together with our classroom community
- Help students develop a sense of academic purpose and personal commitment to educational goals
- Help students achieve academic success by developing organizational skills, time management skills, effective study habits and academic support
- Develop the skills, attitudes and behaviors that will help students function productively
- Reinforce the values of respect, responsibility, personal safety and accountability through character education

WIN (What I Need Time)

Our goal is for all students to learn at high levels. We know students do not always learn at the same rate. WIN Time provides time in the middle school schedule for re-teaching, homework assistance, and enrichment. In the past, students have had to retake assessments or get help from a teacher before school, during lunch time, or after school. WIN Time allows teachers to give students what they need based on identified priority standards in the content areas during the school day.

Guidance Counselor

There are times when we all get down on ourselves and lose confidence. There is a caring and skilled counselor at Ralston Middle School to listen. If you need guidance or just need someone to listen to a problem, a counselor is here to listen to you. This person will work closely with your entire team and get to know you better through some team and advisement activities. Counseling services are available to every student in our school. Students can stop by the counselor's office to set up a time and to get a pass. Students must check in with their teacher before meeting with the counselor. If something is urgent and the counselor is not available, do not wait. Please visit with another staff member.

The counselor can help you with many things including:

- Academic success
- Attendance
- School / grade transition

- Selection of classes
- Peer / family concerns
- Study skills

Grading

Ralston Middle School uses a traditional grading scale for all courses:

- A = Superior = 92-100
- B = Above Average = 84-91
- C = Average = 76-83
- D = Below Average = 67-75
- F = Failure = 0-66
- I = Incomplete
- NM = No Mark
- P = Passing

As a student working to achieve success in the classroom, it is your responsibility to -

- Stay informed and use R-KIDS - www.RalstonSchools.org and look for the R-KIDS button near the district logo or click here.
- Visit with your teachers about their availability to work with you
- Remember learning takes effort both in and outside the classroom

Ralston Middle School Academic Integrity Policy

To ensure our vision of creating a community of respect, responsibility, and academic excellence, we must demonstrate a high level of personal character and academic integrity.

Academic Integrity is:

- Completing and submitting work that is entirely your own, including words, thoughts, ideas, concepts, images, and data.
- Giving credit when you use other people's words, thoughts, ideas, concepts, images, or data in your work.
- Not plagiarizing or cheating when completing your work.

What is plagiarism?

- Plagiarism is submitting the works, ideas, images, or data from another person in any of your academic writing or projects, and claiming them as your own.

Examples of plagiarism:

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.
- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.

What constitutes cheating?

- Possession of unauthorized materials (cheat sheets, notes, etc.)
- Having someone else completing your work for you.
- Copying someone else's homework, allowing someone to copy your homework, or turning in someone else's work as your own.
- Using fake or fabricated quotes, references, or data in your work.
- Copying someone else's test, quiz, exam, or sharing answers during a test, quiz, or exam with someone else.
- Using technology to retrieve/ share answers, testing materials, etc.

Examples of academic cheating:

- Writing the answers to a test on your hand.
- Having your friend or sibling write an essay for you.
- Copying your friend's math homework, or allowing a friend to copy your homework.
- Inventing statistics or data to support your conclusions on a science experiment.

Consequences for Plagiarism and/or Cheating:

- Parents will be notified of academic misconduct by either the teacher or the principal.
- Students will be required to do another similar replacement assignment or exam to demonstrate accurate evidence of learning, or they can be required to retake or re-submit the work. If retaking or re-submitting the work, the student must complete this on their own time.
- Participation in extracurricular activities may be suspended until the issue has been fully resolved to the satisfaction of the principal.
- A student's academic misconduct can be confidentially communicated to their teachers.
- Appropriate consequences will be determined by the administration.

Lockers (Policy 5036)
Lockers are the property of the school district and students are permitted to use them without charge. The assignment of a locker is on a temporary basis and may be revoked at any time. School officials may inspect student lockers without any particular suspicion or reasonable cause.

The school loans lockers to each student as an area to keep coats, books, and other times that are needed for school. Students will have access to their lockers before school and after school. Lockers will be issued at the beginning of the school year. Students, students' possessions including, but not limited to purses, bags, and automobiles, may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is a violation of law or district policy, or which could cause bodily harm or damage to property. The refusal of a student to consent or submit to a reasonable search and/ or to surrender objects or substances found as a result of such a search may be grounds for discipline.

Each student is assigned their own locker. Students are not to share lockers for any reason.

- Lockers are school property.
- Lockers are subject to inspection at any time. This may include inspection by police dogs.
- Use only the locker assigned to you.
- Your locker combination is your personal business - DO NOT TELL YOUR COMBINATION TO ANYONE!
- Lockers must be kept in an orderly fashion at all times.
- Kicking lockers closed is not acceptable.
- Rigging lockers to open them without using the combination leaves all items in the locker susceptible to theft - Do not preset your locker to open.
- Never leave anything unlocked in the locker rooms.
- If your locker gets stuck, tell an office secretary, teacher, counselor, or administrator.

Lab equipment, sports equipment, instruments, computers, lockers, tables, chairs, and desks are all school property, and you are responsible for items in your care. Ralston Middle School is not responsible to pay for damages when another student steals, vandalizes or breaks another student's personal property.

Building and Grounds
Your parents and the taxpayers in this school district pay for our educational programs, materials, and facilities. Any offender will pay for vandalism or careless use of property, and disciplinary actions will be taken by the administration. You are expected to care properly for the furniture, equipment, and building.

- Pick up your trash and the trash around you.
- Recycle paper.
- No open containers of pop or other liquid are permitted outside of the cafeteria, unless cleared as a legitimate medical condition.

Emergency Procedures
Various drills are held at regular intervals throughout the school year and are an important safety precaution. It is essential when these drills are held that everyone follows staff instructions promptly. Directions for each type of emergency will be reviewed by the teacher and posted in each classroom and within the student planner. If a student is in the hall during a Lockout, the student should return to their classroom. If a student is in the hall during a Lockdown, the student should go to the closest possible restroom.

Food Items
Food and beverage items should be consumed in the cafeteria. Exceptions would be special food days in classes or Advisement. Clear water bottles may be used in a respectful and responsible manner. Sunflower seeds will not be allowed in the building at any time. The permission of gum will be at the teacher's discretion.

Lunch
Parents, students, etc. are asked not to bring/ order in lunches from outside vendors to students or groups of students unless cleared through the principal's office. Students will be able to leave the building for lunch only with their parent or guardian.

Student Appearance (Policy 5031)
Any manner of dress, hair style, make-up, or personal hygiene that -
- Constitutes a threat to the safety, health, or welfare of the student or others;
- Violates any statute;
- Interferes with the education process, or that school officials can reasonably predict will interfere with the education process; or
- Causes or may cause excessive maintenance problems in the school may be grounds for corrective or disciplinary action.

The superintendent or their designee may institute specific dress code regulations in any school consistent with board policy.

Student Appearance and Dress Code
The school dress code is based on the principle that student dress is the responsibility of each student's parents/guardians. For this reason, we feel that many of the restrictions on dress code and grooming should originate with the parent/ guardian rather than with the school administration.

The dress code should allow for individualism and meet the current trend of changing styles. However, when a style becomes extreme, the matter will be discussed with the student. Students wearing clothing that is deemed inappropriate may be sent home or have proper clothing delivered by a parent or wear clothing stored in the office for dress code violations. Students who refuse to comply will face disciplinary action.

1. Appearances which are disruptive, according to the staff, will not be allowed. Students may be referred to administration for final approval. Automatically included in this category are -
    a. Not any clothing that is offensive or distracting to the learning environment. (Clothing with vulgar, obscene, profane, suggestive or otherwise inappropriate drawings or slogans)
    b. No sagging pants.
    c. No pajama pants.
    d. No bare midriffs.

    e. Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider
    f. No pants/ clothing with tears/ missing fabric that reveals excessive skin.
2. Students must wear shoes or sandals at all times, no slippers.
3. Students will not be allowed to wear sunglasses, hats, caps, bandanas, bandanas worn as headbands, or other head coverings that are not related to an individual's religious/ cultural beliefs. Those items are to be kept IN LOCKERS during the day from 7:55 am to 3:14 pm. Bandana printed items may not be worn or displayed.
4. Coats are generally not needed in school and should not be worn in class unless a teacher determines coats are needed.
    a. What is NOT allowed? Any coat that is generally worn as an OUTSIDE coat for warmth is not allowed. Not allowed are heavy overcoats, ski jackets, rain wear, or any lined jackets.
    b. What IS allowed? One layer cotton lining inside a windbreaker, unlined windbreaker, and pullover or zippered sweatshirts are acceptable for indoor wear.
    c. Sweatshirts with hoods are allowed but the **hoods must be down at all times** during the school day.

Cell Phone/ Electronic Items (Policy 6025)
Students are prohibited from using cellular phones or other electronic devices while at school, except as provided in this policy or outlined in student handbooks.

Media Center
All students enrolled in Ralston Middle School are entitled to borrow books from the school media center. A library ID card is not needed. During school hours, a student will be allowed to use the media center with a pass signed by a teacher. Books and periodicals taken out of the media center must be checked out at the circulation desk. Students should exercise good judgment when deciding the number of books to check out at one time. Reserved books, reference books, and encyclopedias may be checked out for one period or overnight only. You are responsible for their condition and may be fined up to the full cost of the book if there is abnormal wear or damage to any books you have been loaned.

Physical Education
Physical Education is part of our curriculum. Every student is expected to participate unless excused as a part of legitimate medical conditions.

Should this be the case, we expect a doctor's written excuse stating the reason and the length of time the pupil will not be participating. These excuses will be renewable at the beginning of each school year. If a student has a doctor's written excuse, they will be unable to participate in athletic practice and events during that time. Parent/guardian written excuses may not amount to more than three (3) days for the school year. For any illness or injury that limits the student's activity longer than this, a doctor's written excuse is expected.

Proper gym shoes are required. Clothing for P.E. must follow the dress code policies.

Bikes
- Park bikes in the bike racks provided.
- LOCK your bikes at all times.
- The school is not responsible for lost, stolen, or damaged bikes.
- Non-licensed (e.g., mopeds, go-karts, mini bikes, etc.) motorized vehicles are prohibited on school property.

Student Activities (Policy 6028)
The school day at RMS does not necessarily end when the bell rings at the end of the day. There are several opportunities for students after school, however, students need to report to the designated areas directly after school or bring a signed note if they are staying after with a teacher. **Students not participating in an after school opportunity are expected to be off school property by 3:30 pm.** If a student is participating in any extra-curricular activity, they must be present at school for at least four periods of the school day.

The opportunities listed below are available for students staying after school. Students involved must follow the school guidelines when staying after school.

Teacher Help Computer Labs Media Center Athletics Activities

Ralston Middle School programs are proud of the students, coaches and sponsors who contribute to make the activities programs a positive experience for its participants. Success in extracurricular activities cannot always be measured by the wins and losses of each program, but they must also be measured by the satisfaction and educational experiences received by the participants. The activities program also provides opportunities to assist participants in growing physically, mentally, and emotionally.

The element of competition, although it exists, is controlled to the point that it does not determine the nature of the programs. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good behaviors prevail at all times to enhance the educational values of the contest.

The coaching and activities staff and administration believe that participation in activities and athletics, both as a participant and as a student spectator, is an integral part of the student's educational experiences. Such participation is a privilege that carries with it responsibilities to the school, the team, the student body, the community, and the students themselves. In their participation and in their conduct, they are representing all of these groups. Such experiences contribute to the knowledge, skill, and emotional patterns that they possess, thereby providing guidance in becoming better people and better citizens.

Safety
The District's philosophy is to maintain an activities program that recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents
The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

Player Responsibility - Listen to your Coaches/Sponsors
- Stop what you are doing and make eye contact.
- Be respectful while listening by displaying appropriate body language.

- Make a conscious effort to pay attention to detail.
- Respond to instructions immediately and in a positive manner.
- If you do not understand, raise your hand and ask questions.

Player Responsibility - Accept Coaching Instruction and Team Philosophies

- Understand that coaching is instructional. Learning the fundamentals of your sport/activity is integral in becoming the best you can be in that particular endeavor.
- If you feel frustrated, visit with your coach or sponsor at an appropriate time.
- Make only **POSITIVE** comments to your teammates - **SUPPORT ONE ANOTHER!**
- Remember your teammates are here for the same common goals!
- Respect your opponents- treat them how you would choose to be treated.
- Win with class. Lose with dignity.

Sports by season:

Fall (August – mid October)	Football, volleyball, cross country
Early Winter (end of October - December)	Boys basketball, girls wrestling
Late Winter (December – March)	Girls basketball, boys wrestling
Spring (end of March – May)	Track

In order to participate in any sport, students must provide:

1. ***A physical exam to be kept on file at Ralston Middle School (dated after May 1st, 2023).*** Students will not be able to participate in any practices or games until this physical is received in our office. All students entering seventh grade are required to have physical exams prior to enrolling at RMS. These also serve as the athletic physical during the student's seventh grade year.
2. ***A ONE TIME activity fee of $25.00*** *(paid each school year)*. Please make checks payable to Ralston Middle School.
3. ***Signed parent permission form and RECEIPT OF RALSTON MIDDLE SCHOOL 2023-2024 STUDENT HANDBOOK signature*** (part of student check-in packet).
4. ***Students must also have proof of health insurance.*** Ralston Middle School provides NO insurance coverage. It is the responsibility of the parents to provide adequate insurance to cover any medical expenses that may be incurred while the student is participating in athletics or resulting in their participation in athletics. If a student needs health insurance, please stop in the office for an informational handout provided by Student Assurance Services.

Attendance Requirements

1. Attend practices regularly. Students may miss practices for the following reasons only: 1) family 2) church 3) involvement in another school activity 4) illness (absence from school that day)
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests, the participant should contact the coach or sponsor in advance by phone, with a written note, or by email. Any practice that is missed without prior contact with the coach will be assumed an unexcused practice.
3. On the day of a contest, performance or other activity, be in attendance for four periods of the school day. A student who is not in attendance for the four periods is ineligible for the contest, performance, or activity (*exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The principal or athletic director must approve the exception).*
4. Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will be going home ill and then returning to play in the contest later that day.
5. Students will have situations when they meet with teachers after school to make up tests or assignments. Academics are always the first priority. In this situation, students must:

- Bring a note/pass from the teacher to their coach **before** practice begins. Some coaches may have you change into your practice clothes before meeting with your teacher.
- Complete assignments with the teacher then return to practice.

However, if a student must serve a detention due to our RMS late work policy or for not meeting expectations for behavior in the classroom. Students must still possess a note/pass from the teacher in these situations so coaches are aware of the team member obligations with their teachers.

Equipment and Lockers
The athletic department will furnish equipment needed for each program. It will not furnish shoes or any equipment needed of a personal nature. All equipment checked out to a participant is their responsibility. Upon completion of the season, the equipment will be checked in to the coach. *If there is an item missing or damaged, the student must pay for the replacement cost.* Students are provided a locker in the locker room to store practice clothing and equipment. *Students are to be responsible for locking all equipment and personal articles in their lockers during practice and game times.* Negligence in doing so could result in items being stolen. The school is not responsible for lost or stolen items.

Scheduled Practice Times
Students will receive a practice and game schedule from their coaches at the start of the sports season. Practices will be held from 3:25-5 p.m. During the winter sports season, there could be 6:00-7:30 a.m. practices on a rotating basis due to the availability of the gyms. However, please refer to the practice schedule received at the beginning of the season for exact practice times. These may vary. Please arrange your student to be picked up from practices and games on time.

Cancellation/Postponement Procedure:
There may be situations when we will need to postpone or cancel games or matches due to inclement weather. The following steps will be used to communicate to parents:
- An announcement will be made over the school intercom to alert students of the cancellation/postponement.
- Students will be allowed to use classroom telephones to contact parents.
- In the event that games are cancelled or postponed, no practices will be held after school.
- The cancellation/postponement will also be posted on our RMS website.

Facilities Usage
No one is allowed to be in the building or to use the athletic facilities without a coach or sponsor supervising. Any athlete using the weight room must also be supervised by coaching staff.

Transportation Policy
Activities may be conducted at locations other than Ralston Middle School. In some instances, Ralston Middle School will not provide transportation to the activity. Ralston Middle School is not responsible when students are provided transportation by a vehicle driven by others. In these instances, the responsibility and liability of the school and school officials is limited to the period from the participant's arrival at the event site and contact with the coach, sponsor, or assigned staff member, until dismissal from the event. All other liability for the child's safety lies with the parent, or their designated drivers.

Age Specific Information to Parents of Middle School Athletes
NSAA Eligibility Rule 2.3 – "Student is ineligible if 19 years of age before August 1 of the current school year." (Students in grades 7 or 8 may participate on a high school team if they are 15 years of age prior to August 1 of the current school year). Parents need to be informed that their child, who would be ineligible if they turn 15 years of age before August 1st of their 8th grade year of

school or 14 years of age before August 1st of their 7th grade school year. Please contact your school's activities director for more information.

Extracurricular Code of Conduct

Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

Scope of the Code of Conduct

The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school. **The Code of Conduct also applies to participation in school-sponsored activities such as school dances, 8th grade end of the year celebration at Papio Fun Park, attendance at school events such as athletic contests and concerts, and other school sponsored events**.

A participant means a student who participates in, has participated in, or will participate in an extracurricular or school sponsored activity.

Any Ralston student is subject to disciplinary procedures for inappropriate actions that take place at their building of attendance, any other district building and/or school related activity, or for any other action prohibited by state statute.

While we cannot itemize every action of misconduct here, the following are the main areas of conduct, which may lead to disciplinary action, in-school suspension/suspension, expulsion from school, and/or loss of extracurricular participation privileges:

- The possession, use, sale, or transmission of tobacco, alcoholic beverages, drugs, or drug paraphernalia.
- The willful use of force, violence, threat, or insubordinate action.
- Gross disrespect for any student, school official, or employee. This includes the use of profanity or disrespectful speech or gestures toward another student or school employee.
- Stealing, willful damage, or destruction of school property or property belonging to another student or school employee.
- Continued behavior that seriously interferes with classroom instruction or other activities associated with school.
- Threatening or intimidation of other students, teachers, or anyone else connected with the school. This includes sexual, verbal, and physical harassment.
- Possession and/or use of any object or material that is ordinarily or generally considered a weapon in any school building, on school grounds, in any vehicle, or at any school sponsored activity is prohibited.
- Truancy from school or failure to attend assigned classes or activities.
- Causing or attempting to cause physical injury to a school employee or to any student.

Students cannot participate in extracurricular contests, performances, practices, or attend other school activities on days of in school suspension and/or out of school suspension.

Academic Standards
Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities shows evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

- Demonstrate the ability to balance academics with extracurricular participation. ***A student is ineligible to participate in extracurricular activity contests or performances for the following academic reasons:***
    - *If they have an F grade in one of their classes*
- Office staff will do grade checks. Students are ineligible until grades have been improved and a new grade check is completed by administration.
    - *If they are ineligible, they cannot participate in athletic contests, concerts, competitions, performances, school dances or other school sponsored activities for the entire week. However, the student will continue to attend practices during this time.*
- Academic requirements do not apply to:
    - *Instructional field trips which are a part of the scheduled course learning experience; or*
    - *Activities or events that are a part of the students' grade requirements.*

School Dances
A school-sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

General Rules of Student Conduct at Dances.
In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

- Only Ralston Middle School students may attend the dance.
- Students who have been suspended from school or from extracurricular activities may not attend.
- The school reserves the right to exclude persons who may or do cause a disruption or detract from the event.
- Rules for dances may restrict students from leaving the dance until the dance ends without written parental permission on a form provided.
- Students who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
- Attire must meet school dress code requirements.
- Dances are scheduled after school from 3:25-5:00 p.m.
- ***Rides need to be arranged to pick up students at 5:00 p.m.***

Relationships Between Parents and Coaches/Sponsors
Both parenting and coaching are very difficult vocations. By establishing an understanding between coaches and parents, both are better able to accept the actions of the other and provide a more positive experience for everyone. Parents have the right to know the expectations placed on them and their children. Coaches and sponsors have the right to know that if parents have a concern, they will discuss it with the coach at the appropriate time and place.

Conflict Resolution
In the event you have a concern about your student's participation on our teams and/or our programs, we ask that you use the following chain of communication to deal with the concerns:

1. First, ask your student to talk with the coach or sponsor about the concerns. This is an important life skill to teach your student and a very important first step in problem solving.

2. Second, if the issues have not been resolved by the coach or sponsor and student, then the parent/legal guardian should request a meeting with the coach or sponsor outside of class time, practice time, or event time. The coach or sponsor may request that the student attend this meeting.
3. Third, if these two steps have not succeeded, then the parent/legal guardian may request a meeting with the activities director at the school. The student and coach/sponsor will also be included in this meeting.
4. Fourth, if resolution has not been achieved, the parent/legal guardian and student may request a meeting with the principal, in which the coach or sponsor, parent, student, and assistant principal will attend. We hope the concerns can be addressed at the site level.
5. Topics that will not be discussed at any of these meetings will be playing time, game strategies, playing level, starters, student selections on teams, and comparison of students' skills. We as an administration believe it is the responsibility and right of the coaches and sponsors to determine the members of the team, the time and/or role earned by each student during each game and event, and to determine the strategies used during a game or event.

"Team selection" and "playing time" decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purpose of the activities program, the coaches and sponsors shall follow the following established guidelines for team selection and playing time decisions, along with such other guidelines as each individual coach and sponsor may develop which are not inconsistent with these established guidelines:

- **School Representative** - Student participants must demonstrate that they can and will represent themselves and their school in a manner that reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.
- **Success** - Student participants must demonstrate that they can make the activity program more successful, both from a standpoint of competitive success and success in promoting a positive school spirit. Characteristics for purposes of these criteria include the student's: (1) talent or skill, (2) desire to improve the student's own skills or talents as well as those of others in the activity, and (3) attitude of respect towards teammates, the coach, the school, and the community.

Parent/Guardian Role in Communicating with Children

- Make sure your children know that win or lose, scared or heroic, you love them, appreciate their efforts and are not disappointed in them. This will allow them to do their best without fear of failure. Be the person in their life they can look to for constant positive reinforcement.
- Try your best to be completely honest about your child's athletic ability, competitive attitude, sportsmanship and actual skill level.
- Be helpful but don't coach them. It's tough not to, but it is a lot tougher for the child to be flooded with advice and critical instruction.
- Teach them to enjoy the thrill of competition, to be "out there trying," to be working to improve their skills and attitudes. Help them develop the feeling for competing, for trying hard, for having fun.
- Try not to relive your athletic life through your child in a way that creates pressure. If they are comfortable with you win or lose, then they are on their way to maximum enjoyment.
- Don't compete with the coach. If your child is receiving mixed messages from two different authority figures, they will likely become disenchanted.
- Don't compare the skill, courage, or attitude of your child with other members of the team.
- Get to know the coach(es). Then you can be assured that their philosophy, attitudes, ethics, and knowledge are such that you are happy to have your child under their leadership.
- Always remember that children tend to exaggerate, both when praised and when criticized. Temper your reaction and investigate before overreacting.

Parent/Guardian Role in Communicating with a Coach/Sponsor

- *Communication you should expect from your child's coach includes:*
  - Philosophy of the coach
  - Expectations the coach has for your child
  - Locations and times of all practices and contests
  - Team requirements
  - Procedure should your child be injured
  - Discipline that results in the denial of your child's participation
- *Communication coaches expect from parents:*
  - Notification of any schedule conflicts well in advance
  - Specific concerns in regard to a coach's philosophy and/or expectations
- *Appropriate concerns to discuss with coaches:*
  - The treatment of your child, mentally, and physically
  - Ways to help your child improve
  - Concerns about your child's behavior
  - Injuries or health concerns. Report injuries to the coach immediately!! Tell the coach about any health concerns that may make it necessary to limit your child's participation or require assistance of trainers. Students are sometimes unwilling to tell coaches when they are injured, so please make sure the coach is told.
- *Issues not appropriate to discuss with coaches:*
  - Playing time
  - Team strategy
  - Play calling
  - Other student-athletes

Good Sportsmanship—Behavior Expectations of Spectators

Good sportsmanship is expected to be exhibited by all coaches, sponsors, students, parents and other spectators. The school can be punished by NSAA for a lack of good sportsmanship at NSAA sanctioned events. More importantly, activities are more enjoyable for the students when good sportsmanship is displayed.

Responsibilities of Spectators Attending Interscholastic Athletics and Other Extracurricular Activities

- Show interest in the contest by enthusiastically cheering and applauding the performance of both teams.
- Show proper respect for opening ceremonies by standing at attention and remaining silent when the National Anthem is played.
- Understand that a ticket is a privilege to observe the contest, not a license to verbally attack others, or to be obnoxious. Maintain self-control.
- Do not "boo," stamp feet or make disrespectful remarks toward players or officials.
- Learn the rules of the game, so that you may understand and appreciate why certain situations take place.
- Know that noise makers of any kind are not proper for indoor events.
- Obey and respect officials and faculty supervisors who are responsible for keeping order. Respect the integrity and judgment of game officials.
- Stay off the playing area at all times.
- Do not disturb others by throwing material onto the playing area.
- Show respect for officials, coaches, cheerleaders, and student-athletes.
- Pay attention to the half-time program and do not disturb those who are watching.
- Respect public property by not damaging the equipment or the facility.
- Know that the school officials reserve the right to refuse attendance of individuals whose conduct is not proper.
- Refrain from the use of alcohol, tobacco, and drugs on the site of the contest.

Concussion Awareness (Policy 6034)
The Nebraska Unicameral has found that concussions are one of the "most commonly reported injuries in children and adolescents who participate in sports and recreational activities and that the risk of catastrophic injury or death is significant when a concussion or brain injury is not properly evaluated and managed."

The School District will:

1. Require all coaches and trainers to complete one of the following online courses on how to recognize the symptoms of a concussion or brain injury and how to seek proper medical treatment for a concussion or brain injury -
    a. Heads UP Concussions in Youth Sports
    b. Concussion in Sports—What You Need to Know
    c. Sports Safety International
    d. ConcussionWise
    e. ACTive™ Athletic Concussion Training for Coaches
2. On an annual basis provide concussion and brain injury information to students and their parents or guardians prior to such students initiating practice or competition. This information will include:
    a. The signs and symptoms of a concussion;
    b. The risks posed by sustaining a concussion;
    c. The actions a student should take in response to sustaining a concussion, including the notification of their coaches; and
    d. Acknowledgement of receipt of information by both parent/guardian and the student.

A student who participates on a school athletic team must be removed from a practice or game when they are reasonably suspected of having sustained a concussion or brain injury in such practice or game after observation by a coach or a licensed healthcare professional who is professionally affiliated with or contracted by the school. The student will not be permitted to participate in any school supervised team athletic activities involving physical exertion, including practices or games, until the student:

1. has been evaluated by a licensed health care professional;
2. has received written and signed clearance to resume participation in athletic activities from the licensed health care professional; and
3. has submitted the written and signed clearance to resume participation in athletic activities to the school accompanied by written permission to resume participation from the student's parent or guardian.

If a student is reasonably suspected after observation of having sustained a concussion or brain injury and is removed from an athletic activity, the parent or guardian of the student will be notified by the school of:

1. the date and approximate time of the injury suffered by the student,
2. the signs and symptoms of a concussion or brain injury that were observed, and
3. any actions taken to treat the student.

The school district will not provide for the presence of a licensed healthcare professional at any practice or game.

School officials shall deem the signature of an individual who represents that they are a licensed healthcare professional on a written clearance to resume participation that is provided to the school to be conclusive and reliable evidence that the individual who signed the clearance is a licensed healthcare professional. The school will not take any additional or independent steps to verify the individual's qualifications.

Students who have sustained a concussion and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered. The school's "return to learn protocol" shall be the guidance provided by the Nebraska Department of Education entitled “Bridging the Gap from Concussion to the Classroom,” and accompanying materials and future supplements. Nothing in this policy or the referenced protocol shall entitle a student who has sustained a concussion to an individualized plan under Section 504 of the Rehabilitation Act, although staff will refer students who have sustained a concussion for evaluation under Section 504 as appropriate.

School Handbooks are based on Board of Education Policies - www.RalstonSchools.org

Routine Directory Information (Policy 5017)
The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student’s cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams
- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, user ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user’s identity, such as a personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student’s social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses, and telephone numbers of high school students unless a student’s parents have notified the district in writing that they do not want this information disclosed without their prior written consent. Military recruiters will be granted the same access to a student in a high school grade as is provided to postsecondary educational institutions or to prospective employers of such students.

Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within 30 days following such enrollment, the district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act. Parents will be given an opportunity to prevent the release of this directory information by filing a written objection with the district.

When a student reaches 18 years of age, the permission or consent required of and the rights accorded to the parents or guardians of such student under this policy shall only be required of and accorded to such student. Within 30 days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within

30 days following such enrollment, each school district shall notify each student who is at least 18 years of age or who will reach 18 years of age during such school year of (1) the option to make a written request to the school district that routine directory information for such student not be released in response to a request made by a military recruiter without such student's written consent and (2) that any such request made previously by a parent or guardian for such student expires upon the student reaching 18 years of age.

Parent Involvement in Education Practices (Policy 5018)
The school district recognizes the importance of parental and guardian involvement in the education of their children. The school district will take the following steps to ensure that the rights of parents and guardians to participate in the education of their children are preserved.

1. Parents/Guardians will be provided access, as described in district procedures, to district-approved textbooks and other curricular materials and tests used in the district upon request.
    a. A parental request to review specific approved textbooks and other district- or building-approved curricular materials (written, visual, and audio) should be made to the principal of the building where the textbooks and curriculum materials are used.
    b. Parents may check out textbooks and may review curricular materials such as video and audio recordings within a time frame determined by the building principal to prevent disruption of the instructional process.
    c. A parental request to review specific standardized and criterion- referenced tests used in the district should be made in writing to the building principal. Copies of the most recent tests used in the district will be available for parent review. Parents wishing to review statewide NeSA assessments will be provided with sample questions and a copy of a practice test, but will not be provided with copies of the actual assessment due to testing security. In the case of other secure tests such as the ACT, parents must contact the publisher to obtain copies of the test.
2. Parents/Guardians will be permitted, within district procedures, to attend and observe courses, assemblies, counseling sessions, and other instructional activities.
    a. Parents/guardians are invited to make appointments with the building principal to visit classes, assemblies and other instructional activities. The principal shall give permission after determining that parental/guardian observation would not disrupt the activity. Observations that last more than 60 minutes or occur on consecutive days are typically disruptive and will not be permitted absent unusual circumstances, in the sole discretion of the building principal.
    b. Parents/guardians may contact the building principal to request permission to attend counseling sessions in which their child is involved.
3. Parents/guardians will be permitted, within district procedures, to ask that their children be excused from school experiences that parents find objectionable.
    a. Building principals may excuse a student from any single school experience at the parent's written request.
    b. When appropriate, alternative experiences will be provided for the student by the school.
4. Parents/guardians will be informed through the student handbook and district policies of the manner that the district will provide access to records of students.
5. Parents/guardians will be informed of the standardized and criterion-referenced district testing program. Parents may request additional information from the building principal.
6. Parents/guardians will be informed of the circumstances under which they may opt-out of state and federal assessments.
    a. In accordance with federal law, at the beginning of the school year, the District shall provide notice of the right to request a copy of this policy to parents/guardians of students attending schools receiving Title I funds. The District will provide a copy of this policy to a requesting parent in a timely manner.

b. State Assessments
    i. The District cannot approve requests to opt out of state assessments. Approval of such requests is contrary to state law.
c. National Assessment of Educational Progress
    i. As a condition of receiving federal funds, the District participates in the National Assessment of Educational Progress (NAEP). To help ensure that the District has a representative sample of students taking the NAEP, which will allow the District to assess the quality and effectiveness of its programming on a national level, the District strongly encourages all eligible students to participate. However, student participation in NAEP is voluntary.
    ii. The District shall provide parents/guardians of eligible students with reasonable notice prior to the exam being administered. Parents/guardians wishing to opt their students out of the NAEP assessment must notify the district in writing at least three days prior to the exam date to ensure that the District can coordinate supervision and alternative activities for students who have opted out.

7. Parents/guardians will be notified of their right to remove their children from surveys prior to district participation in surveys.
    a. The principal must approve all surveys intended to gather information from students before they are administered to students.
    b. Students' participation in surveys is voluntary. Parents/guardians may restrict their child from participating in any survey.

Field Trip (Policy 6027)
The board encourages instructional staff to incorporate field trips into the curriculum. These trips should normally be conducted during the school day.

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

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

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

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

Parental/Guardian Access to Student Records (Policy 5016)
The school district shall manage student records and reports as is necessary for effective administration and in compliance with the law. In general "student records" shall not include transitory communications such as e-mail, text messages, handwritten communication between school and home, and the like, and these items will not generally be maintained by the district.

For purposes of the district's compliance with state and federal law, the district "maintains" student records which are printed and kept in the student's physical file or which school district staff have intentionally saved within the official school district digital student information system that specifically identifies the student for whom those records are maintained. The school district may also use learning management systems, which deliver and manage instructional content. The school district maintains student records within its student information system but not in its learning management system. The official school district student information system is SIMS.

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

Students or their parents, guardians, teachers, counselors, or school administrators shall have access to the school's files or records maintained concerning themselves or their students. For purposes of this policy, "teachers" include paraeducators and volunteers who are providing educational services to a student on behalf of the School District. A school official may access, maintain, and use education records containing personally identifiable information (PII) when they have a legitimate educational interest in such. "School official" includes any agent, volunteer, or contractor performing an institutional service or function for which the school would otherwise use its own employees and who is under the school district's direct control with respect to their access to, maintenance of, and use of PII from student records. For example, a school official may include, but would not be limited to, a teacher or other educator, administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); school board member; volunteer; contractor or consultant who, while not employed by the school, performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, representative of the district's insurance providers, auditor, medical consultant, therapist, or a third-party website operator who has contracted with the school district or its agent to offer online programs for the benefit of students and/or the district; members of law enforcement acting on behalf of the school district; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing their tasks. A school official typically has a "legitimate educational interest" if the official needs to review an education record in order to fulfill a school-related professional, contractual, statutory, or regulatory responsibility. All disciplinary material shall be removed and destroyed upon the pupil's graduation or after the pupil's continuous absence from the school for a period of three years, and after authorization is given by the State Records Board pursuant to state law. Upon request, the school district will disclose education records without consent to officials of another school district in which a student seeks or intends to enroll.

Outside agencies such as physicians, probation officers, psychologists, child guidance clinics, and other agencies concerned with child welfare who are working directly with a child may have

access to information pertaining to that child with written parental consent or upon issuance of a valid court order.

The school district shall share student data, records, and information with school districts, educational service units, learning communities, and the State Department of Education to the fullest extent practicable unless otherwise prohibited by law. Each year, the school district will notify parents and guardians of their rights under this policy and the Family Educational Rights and Privacy Act.

Parent/Guardian Notification of Student Surveys (Policy 5015)
The Board of Education respects the rights of parents and their children, and has adopted this policy in consultation with parents to comply with the federal Protection of Pupil Rights Amendment (PPRA).

1. Surveys
    a. Surveys Created by a Third Party
        i. This section applies to every survey:
            1. that is created by a person or entity other than a district staff member or student;
            2. regardless of whether the student answering the questions can be identified; and
            3. regardless of the subject matter of the questions
        ii. Parents have the right to inspect any survey created by a third party before that survey is distributed to their student.
    b. Surveys Requesting Particular Sensitive Information
        i. Sensitive information shall include:
            1. Political affiliations or beliefs of the student or the student's parent(s);
            2. Mental or psychological problems of the student or the student's family;
            3. Sexual behavior or attitudes;
            4. Illegal, antisocial, self incriminating, or demeaning behavior;
            5. Critical appraisals of other individuals with whom respondents have close family relationships;
            6. Legally recognized privileged or analogous relationships, such as those of lawyers; physicians, and ministers;
            7. Religious practices, affiliations, or beliefs of the student or student's parent(s); or
            8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program), without prior written consent of the parent or eligible student.
        ii. No student shall be required to submit to a survey, analysis, or evaluation that requests sensitive information.
        iii. If a survey requesting sensitive information is funded, in whole or in part, by a program administered by the U.S. Department of Education, the school district must obtain the written consent of a student's parent(s) before the student participates in the survey.
        iv. School officials and staff members shall not request, nor disclose, the identity of any student who completes any survey (created by any person or entity, including the district) containing any sensitive information.
        v. Parents have the right to inspect any survey which requests sensitive information before that survey is distributed to their student.
    c. Survey Inspection Requests

i. School officials shall inform parents of their right to inspect surveys requesting sensitive information before the surveys are distributed to any student.
ii. All survey inspection requests must be in writing to the building principal and delivered to the building principal prior to the date on which the survey is scheduled to be administered to the students.
iii. The principal shall respond to survey inspection requests without delay.

2. Invasive Physical Examinations
    a. The term "invasive physical examination" means:
        i. any medical examination that involves the exposure of private body parts; or
        ii. any act during such examination that includes incision, insertion, or injection into the body; and
        iii. does not include a hearing, vision, or scoliosis screening.
    b. Parents may refuse to allow their student to participate in any non-emergency, invasive physical examination or screening that is:
        i. required as a condition of attendance;
        ii. administered by the school and scheduled by the school in advance; and
        iii. not necessary to protect the immediate health and safety of the student, or of other students.
    c. This policy does not apply to any physical examination or screening that:
        i. is permitted or required by an applicable state law, including physical examinations or screenings that are permitted without parental notification;
        ii. is administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. §1400 et seq.)
        iii. is otherwise authorized by Board policy.
3. Collection of Personal Information from Students for Marketing
    a. The term "personal information" means individually identifiable information including:
        i. student's and parent(s)' first and last name;
        ii. home or other physical address;
        iii. telephone number; and/or
        iv. social security number.
    b. No school official or staff member shall administer or distribute to students a survey or other instrument for the purpose of collecting personal information for marketing or for selling that information.
    c. This policy does not apply to the collection, disclosure or use of personal information for the exclusive purpose of providing educational services to students, such as the following:
        i. postsecondary education recruitment;
        ii. military recruitment;
        iii. tests and assessments to provide cognitive, evaluative, diagnostic or achievement information about students; and/or
        iv. student recognition programs.
4. Inspection of Instructional Material
    a. Definition
        i. The term "instructional materials" means instructional content that is provided to a student regardless of its format, printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet).
        ii. The term does not include academic tests or academic assessments.
    b. Parents may inspect, upon their request, any instructional material used as part of their child's education curriculum.
    c. Curriculum inspection requests must be made to the building principal in writing.

d. Building principals shall respond to inspection requests within a reasonable amount of time.

5. Notification of Rights and Procedures
    a. The superintendent shall notify parents of:
        i. this policy and its availability upon request from the office of the district;
        ii. how to opt their child out of participation in activities as provided for in this policy;
        iii. the approximate dates during the school year when a survey requesting personal information is scheduled or expected to be scheduled; and
        iv. how to request access to any survey or other material described in this policy.
    b. This notification shall be given to parents at least annually, at the beginning of the school year and within a reasonable period after any substantive change in this policy.

Investigations, Arrests, and Other Student Contact by Law Enforcement & HHS (Policy 5022)
The school district and its administrators and staff desire to maintain a positive working relationship with law enforcement officers and other representatives of governmental bodies in the discharge of their duties. However, this desire must be balanced against other equally important factors such as a student's legal rights, ensuring that a student's time spent in school is for education, and acknowledging that the school stands *in loco parentis* to the students.

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

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

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

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

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

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

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

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

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

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

If at any time the district's representative believes that the questioning is being conducted in an inappropriate manner and clearly contrary to the rights of the student, then the representative shall request that the law enforcement activities cease. The building principal will also make another attempt to contact the student's parent.

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

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

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

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

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

If the law enforcement officer decides to remove the student from school, school officials shall provide the law enforcement authorities with the address and telephone number of the student's parent or guardian. The principal or other school official shall, as a condition of releasing the

student to the law enforcement officer, require the officer to sign a statement certifying that the child is being removed from school premises because they are believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of Neb. Rev. Stat. § 79-294.

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

Audio and Video Recording (Policy 5063)
Students and their parents or guardians should assume that any class in which students are enrolled may be recorded by the school district or other students for legitimate educational purposes. Recordings permitted pursuant to this policy may only be used by students for personal academic purposes and may not be republished without additional, written consent from a school administrator. For purposes of this policy "recording" includes still photographs, video, audio, and other similar data captured in any medium.

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

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

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

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

Permitted Classroom Recordings by Students
Students may make audio or video recordings of classroom lectures or discussions:

1. For their convenience after providing notice to the classroom teacher and receiving the teacher's permission;
2. For the benefit of another student who is absent after providing notice to the classroom teacher and receiving the teacher's permission;
3. If recording is necessary to accommodate the student's disability and is required by the student's Individualized Education Plan (IEP) or Section 504 Plan.

Staff may revoke permission to record if the recording distracts from or disrupts the classroom environment, unless the recording is necessary to accommodate a student's disability.

Permitted Non-classroom Recordings
Students may make audio or video recordings otherwise prohibited by this policy outside the classroom only with the permission of a teacher or school administrator, provided that such recordings otherwise comply with any applicable state and federal laws and district policy. In no event shall photographs or video recordings be taken or made in restrooms, locker rooms, or other areas where there is a reasonable expectation of privacy.

USDA Notice of Non-Discrimination (Policy 3053)
In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. Fax: (833) 256-1665 or (202) 690-7442; or
3. Email: Program.Intake@usda.gov

Title IX Policy (Board Policy 3057)
It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**
   1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator

receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.
2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity
2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.
2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law
2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and
2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:
2.6.4.2.1. The length of the relationship.
2.6.4.2.2. The type of relationship.
2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. fear for his or her safety or the safety of others; or
2.6.6.2. suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or

bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether

obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an

appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. quality that may result in a chorus or choruses of one or predominantly one sex.

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

6. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

6.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

6.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

7. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

8. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

8.1. **Specific Circumstances**.

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

8.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

9. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

10. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

12. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106,

then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

<u>Compulsory Attendance and Excessive Absenteeism</u> (Policy 5001)

Required Attendance
Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy.

Mandatory Attendance Age
All children who are or will turn six years old before January 1 of the current school year are of mandatory attendance age. Children who have not turned eighteen years of age are of mandatory attendance age.

Exceptions
This policy does not apply when temporary illness or severe weather conditions make attendance impossible or impracticable.

A child who will not reach age 7 before January 1 of the current school year may be excused from mandatory attendance if the child's parent or guardian completes an affidavit affirming that alternative educational arrangements have been made for the child. A copy of the required affidavit is attached to this policy.

Discontinuing Enrollment – 5 Year Old Students
The person seeking to discontinue the enrollment of a student who will not reach six years of age prior to January 1 of the current school year shall submit a signed, written request to the superintendent using the form which is attached to this policy. The school district may request written verification or documentation that the person signing the form has legal or actual charge or control of the student. The school district shall discontinue the enrollment of any student who satisfies these requirements. Any student whose enrollment is discontinued under this subsection shall not be eligible to re-enroll in this school district until the beginning of the following school year unless otherwise required by law.

Discontinuing Enrollment – 16 and 17 Year Old Students
Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll.

Only children disenrolling to attend a non-accredited school may be exempt from this policy. The person with legal or actual charge or control of the child must provide the superintendent with a copy of the signed request submitted to the State Department of Education for attending non-accredited schools. The superintendent may confirm the validity of the submission with the State Department of Education.

Attendance Officer
Each building principal is designated as an attendance officer for the district. Each building principal, at their discretion, may delegate these responsibilities to any other qualified individual. The attendance officer is responsible for enforcing the provisions of state law relating to compulsory attendance. This responsibility includes but is not limited to filing a report with the county attorney of the county in which a student resides. Compensation for the duties of attendance officer is included in the salary for the superintendent or designee.

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

Reporting Excessive Absenteeism
The building administrator shall report to the county attorney of the county in which the student resides when the school has documented the efforts made that the collaborative plan to reduce barriers identified to improve regular attendance has not been successful and that the child has been absent more than 20 days per year.

Pregnant and Parenting Students (Policy 5008)
Students who are pregnant or parenting are encouraged to continue participating in the district's educational and extracurricular programs.

I. Accommodations Regarding Attendance and Participation
   A. Generally - Students who anticipate deviations from their regular school experience or accrue absences due to pregnancy or parenting should notify their building principal as early as possible to discuss their educational programming. The building principal will work with the student to develop a plan to assist the student in participating in district curriculum and extra-curricular activities. Such a plan will include:
      1. The provision of online courses if the student cannot regularly attend classes;
      2. The arrangement of meeting times with teachers;
      3. The identification of child care providers that meet statutory requirements for quality and care if the student has not identified appropriate child care; and
      4. All other curricular adjustments, modifications, and means of supplementing classroom attendance deemed appropriate by the school administrators, which will include, but not be limited to, the modification of attendance policies.
   B. Students with Disabilities - For students with disabilities who have an IEP or Section 504 plan, the administrators, student's parents or guardians, and student if appropriate will collaborate with the student's educational team to coordinate accommodations consistent with state and federal law. As permitted by law, students may be entitled to accommodations as a result of pregnancy.

II. Accommodations Regarding Lactation and Breastfeeding
   A. Accommodations
      1. In order to accommodate lactating and breastfeeding students, the district will provide reasonable opportunities to express breast milk or breastfeed in a place, other than a bathroom, which is shielded from view and free from intrusion from district students, employees, and the public.
      2. Students who wish or need to express breast milk on a regular schedule will work with school administrators to create a schedule which accommodates the student's needs while facilitating education to the maximum extent possible.
      3. The district will provide a location for students to store expressed breast milk in or near the location designated for students to express milk to create the least amount of disruption to the student's participation in class or activities.
   B. Educational Process - In order to prevent interference with the educational process, no student shall express breast milk within school classrooms or buses. Nothing in this policy limits the authority of the administration to impose consequences consistent with the Student Discipline Act and other state and federal law.

Absence Procedures
Good school attendance and punctuality are important and closely related to success in school.

- When a student is to be absent from school, a parent or guardian must notify the attendance secretary. The attendance secretary is available at 7:00 a.m. To help us ensure student safety, please call 402-331-4701 before 8:30 a.m. If the school has not received a call, the school shall call the parent/guardian to verify the student's whereabouts. Parents/guardians are expected to call each day that the student is to be absent from school, unless other arrangements have been made.
- Following an absence, a student must report to the office with a note from home explaining the reason for the absence, if the parents did not previously call the attendance secretary.
- Students may not leave school at any time before dismissal without prior parental permission.
- Calls to remove a student from school due to illness during the school day must come from the nurse's office (not personal cell phone or classroom phone).
- Please arrange for absences for reasons other than illness and family emergencies as far in advance as possible. If a student is on a school-sponsored trip, the absence is considered an activity and does not count against their absent total or their perfect attendance. If the student is going with parents, it is a permissible absence, though it will count towards their number of absences for the year. In either case, students are required to get assignments in advance and complete as much as possible in advance. Students may or may not be excused from school to participate in trips sponsored by outside organizations.
- Students are expected to be in their classrooms and in their seats when the tardy bell rings.

Unexcused Absences
Students can gain the most from their education if they attend classes on a regular basis. All absences must be with the permission of parents and the proper school officials. If a student is absent without being properly excused, it can be considered a truancy. A truancy is defined as follows: After leaving home, a student does not attend school, does not attend a class, overtly refuses to attend school, or leaves school after arrival without permission of school officials.

Habitual Truancy/Notification
Habitual truancy is defined as excessive absences or tardies, which inhibit a child's ability to be successful in their education. Excessive absences are best resolved when the parents/guardians, school, physicians, and the community work together.

Parents/guardians are asked to notify and work with building administrators or assignees regarding reasons for absences and any extended or recurring illnesses or family emergencies involved. Illnesses of 3 days or more will require a doctor's note. If illness continues to be a reason for absences, a form will be given to the parents or mailed to the doctor's office to be completed by the student's physician. School authorized or sponsored activities, trips, and all suspensions and expulsions that may result in absence from classes are not counted as absences from school for truancy purposes.

A student who is absent 5 days or the hourly equivalent per quarter will be reported to the building administrator.

The building administrator is required to render all services in the school district's power to compel the student to attend school including:

- One or more meetings with the parent/guardian and child, if necessary, to report and attempt to solve the truancy problem.

- Educational counseling provided by the school counselor or student assistance team.
- Educational evaluation and specific efforts by the school to help remedy any condition diagnosed.
- Investigation by review of records and documented interventions by the school social worker. If the school social worker determines further review is needed, they will meet with appropriate school personnel, the parent/guardian, and child to discuss the need for interventions and/or referral to appropriate community services.

Upon accumulation of 10 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy and the Nebraska Compulsory Attendance Law.

Upon accumulation of 15 recorded absences, a form letter will be sent to the parent/guardian of the child notifying them of the school attendance policy, the compulsory attendance law, and the school's requirement to notify the county attorney after 20 school absences are reported.

A student who reaches 20 absences **(regardless of whether any of the absences were excused)** will be referred to the Douglas County Attorney's Office as habitually truant as required by law (79-209).

The Ralston Board of Education authorizes the Ralston School District to render all services in its power to compel a child who has accumulated five days of unexcused absences per quarter, or the hourly equivalent, to attend some school, which the person having control of the child shall designate, in an attempt to remediate the child's truant behavior.

Leaving School Early
To ensure the safety of our students, we are requiring that when a student is being picked up by you, the parent/guardian, or anyone else, that proper I.D. be shown. The person picking up the student must be on the Family Information Sheet. If the person is not on the information sheet, we will not allow the student to leave the school with this individual.

Student Bullying (Policy 5054)
Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

Reporting Bullying. Students who experience or observe bullying behavior must immediately report what happened to a teacher or administrator. Students can use the district's anonymous platform safe2help located at www.Safe2helpNE.org or at 531-299-7233 to make this report. Students may always confer with their parents or guardians about bullying they experience or witness, but the students must also ultimately report the situation to a teacher or administrator.

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

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

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

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

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

Support for Students Who Have Experienced Bullying. Regardless of where the bullying occurred, the district will consider whether victims of bullying are suffering an adverse educational impact and, if appropriate, will refer those students to the district's student assistance team or other resources as appropriate.

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

Policy Review. The school district shall review this policy annually.

Student Discipline (Policy 5035)
Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, 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.

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

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what he or she is accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.
4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, including but not limited to examinations, as provided herein.

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

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

Long-Term Suspension
Students may be excluded by the Principal from school or any school function for a period of more than five school days but less 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.
5. Conclusion of Expulsion. At the conclusion of an expulsion, the school district will reinstate the student and accept non duplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;

5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    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 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;
10. Violations of the district's acceptable computer use policy;
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;
13. 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;
14. Violation of the school's audio and video recording policy; and
15. Any other violation of any board policy, handbook provision, or rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charge.
2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:
    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 can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or;
    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 to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers.
4. Nothing in this policy shall preclude the student, student's parents, guardian or representative from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.
5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.
6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.
7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.
8. The principal or legal counsel for the school, the student, and the student's parent, guardian, or representative have the right to receive a copy of all records and written statements referred to in the Student Discipline Act as well as the statement of any witness in the possession of the school board or board of education no later than forty-eight hours prior to the hearing.
9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.
10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294). .

Reporting Requirement to Law Enforcement
Violations of this section will result in a report to law enforcement if:

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

Student Conduct
Ralston Middle School will incorporate into its discipline policy a combination of the following:

- Detentions
- Parent Contact
- In-school Suspension (I.S.S.)
- Out of School Suspension (O.S.S.)

Based on the decision of the RMS staff and administration and the severity/seriousness of the incident students may be assigned the appropriate penalties above or other consequences, as necessary.

Tardy Procedures
Being on time is an important life skill that all students need to learn and model to become successful in current and future endeavors. Because we believe strongly in this life skill, we fully expect students to arrive at their classrooms on time and ready to learn. We have a general discipline continuum that will be followed for students who are chronically late to class. Remedies may include but are not limited to detention, in-school suspensions, and/or loss of privileges.

Restricted Lunch Assignment
If you are assigned to restricted lunch you are to:

- Check into the office to determine placement for your lunch detention.
- Be responsible for cleaning up your area when you are done with lunch.
- If behavior during lunch detention does not meet expectations, or if students do not take the responsibility to serve these detentions, additional detentions will be assigned.
- Be present for the assigned number of days. Absences will not count for days assigned.

In-Service Days
At the decision of the administration, students may be assigned to In-service Days or student vacation days for the following misconduct:

1. Truancies or chronic tardiness to classes.
2. Vandalism/Stealing.
3. Fighting.
4. Cheating/Missing work
5. Gross disrespect toward school officials/employees.
6. Threatening or intimidation of other students/school officials. This includes sexual, verbal, or physical harassment.
7. Behavior that seriously interferes with classroom instruction or other activities associated with school.

This time affords students an opportunity to serve discipline obligations, attend school full time, and take advantage of the educational opportunities regular school attendance affords. It also gives students an opportunity to complete work usually done at home. All school rules apply to students while attending these days. In-Service Days begin at 8:00 a.m.

In-School Suspension
At the discretion of the administration, a student may be assigned to in-school suspension if they have violated a major rule or are continually disruptive in class. Students are disciplined through isolation from the regular class atmosphere, restricted periods of silence, and strict observance of other rules. Failure to comply with the following guidelines could result in additional time assigned to in-school suspension or out-of-school suspension.

Guidelines for In-School Suspension
- Students are to be responsible for bringing all needed materials.
- Students will be given a work schedule to structure their day.
- Students are to complete all assignments given to them by their teachers.
- Students may be required to complete a suspension-learning packet, which will be related to the offense for which they were assigned in-school suspension, or the student may be required to complete a think sheet.
- An in-school suspension day begins at 8:00 a.m. and concludes at 3:24 p.m.

Grounds for Emergency Exclusion (Policy 6031)
Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law.

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

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

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

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

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

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

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

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

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

Examination of Student's Records and Affidavits
Prior to the hearing, the student and their parent(s) or guardian(s) shall have the right to examine and have school officials explain the student's records and any affidavits that will be used by school officials at the hearing.

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

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

Right to Know Issues and Nature of Testimony
The student and their parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

Presence of Student and Witnesses at the Hearing
The student and witnesses may be excluded at the discretion of the hearing examiner in accordance with state statutes. The student may speak in their own defense and may be questioned on such testimony, but may choose not to testify.

Sworn or Affirmed Testimony
The principal or their designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations
The hearing examiner shall prepare a report of their findings and recommendations, and forward the report to the superintendent.

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

District Drug Policy
The School District of Ralston is concerned about the academic growth and the personal welfare of every person associated with the schools. The misuse of alcohol, marijuana, or other chemicals can seriously interfere with one's health. This is essentially true of teenagers since adolescence is a period of rapid change and important personality integration. The inappropriate use of alcohol and other chemicals can not only hinder academic achievement but also affect physical health and even block personal growth.

It shall be the policy of the School District of Ralston to take positive action through education, counseling, parental involvement, medical referral, and police referral in the handling of incidents in the school involving the possession, sale, and/or use of behavior affecting substances. These substances shall include, but are not limited to, marijuana, LSD, glue, alcohol, barbiturates, and other controlled chemical substances.

Inspection of school district property for the location of drugs, narcotics, liquor, weapons, poisons, and missing properties are matters relating to health and safety and may be regarded as reasonable purposes for such inspection by school personnel.

Drug and Chemical Use
When a student is found using, possessing, or under the influence of alcohol, marijuana, drug paraphernalia, or other illegal drugs, the following disciplinary actions will be taken -

1. The police will be contacted in all cases of possession of suspected illegal drugs and/or alcoholic beverages.
2. The student will be suspended from school for up to five days pending recommendation from their parent(s) to meet with the administration of Ralston Middle School. Additional disciplinary action may be invoked if the student participates in extracurricular activities or athletics.
3. Repeat occurrences of illegal drug or alcohol abuse will lead to expulsion proceedings.

Use of Tobacco Products (Policy 3016)
The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products; or any other such look-alike or imitation product, is not permitted on school property at any time.

Investigations, Arrests, and Other Student Contact by Law Enforcement and Health and Human Services (Policy 5022)
Investigations and Arrests by Police or Other Law Enforcement Officers Police or other law enforcement officers may be called to the school at the request of school administration, or may initiate contact with the school in connection with a criminal investigation. The school district shall not allow law enforcement officers access to students to conduct an investigation during school hours unless the officers are investigating charges that the student has been the victim of abuse or neglect. Contact between the school and law enforcement authorities on matters involving students shall be made through the office of the superintendent or principal and the law enforcement officer.

Law enforcement officers may talk to a student away from the school before or after school hours, and they should be encouraged to do so. Law enforcement officers shall be allowed to conduct an interview at the school only when the interview is conducted at the request of the school or when

they can show that special circumstances exist. This determination should be made by the appropriate building principal or superintendent. Law enforcement officers should be permitted to interview students on school grounds only after providing the superintendent or appropriate building principal with a statement in writing that the law enforcement officer has reason to believe and does believe that the student is the victim of child abuse or neglect perpetrated by the child's parent(s) or some other member of the child's immediate family or household, and that the law enforcement official wishes to interview the student regarding such abuse or neglect.

Throughout this process, all attempts should be made to avoid embarrassing the student before their teachers and peers, and to avoid disrupting the student's and school's education program.

1. Law enforcement officers should be permitted to take custody of a student if they possess an arrest warrant or if they otherwise assert a lawful basis for doing so. Whenever possible, the arrest or release of the student should be conducted in the building principal's office and out of the view of other students. When a principal or other school official releases a minor student to a law enforcement officer for the purpose of removing the minor from the school premises, they shall take immediate steps to notify the parent, guardian, or other responsible adult regarding the release of the minor to the officer and the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse. If the law enforcement officer indicates that the child is being taken into custody because the child is the victim of suspected child abuse, the principal or other school official shall, as a condition of releasing the student to the law enforcement officer, require the officer to sign the statement appended hereto certifying that the child is being removed from school premises because they are believed to be the victim of child abuse and that the officer understands and will comply with the legal requirements of NEB. REV. STAT. § 79294.
2. Law enforcement personnel shall not be allowed to roam about the school until the student is found, and shall remain in the administration office while school personnel seek the student. A district employed SRO may move about the building as needed.
3. If possible, the education program of the student should not be disrupted to allow for police questioning of the student during class time.
4. Any questioning by law enforcement officers that is permitted should be conducted in a private room or area where confidentiality can be maintained. This should be an area removed from observation by or contact with other pupils and school personnel.
5. If law enforcement officers are to be allowed to question a student under the age of 18, the principal or school official shall make a reasonable attempt to notify the child's parents before questioning begins, except in cases of suspected child abuse or child neglect involving the parent or other family member. The parents should be given the opportunity to come to the school prior to the questioning.
6. If the parents are notified and are able to attend, they should be allowed to be present at the interview. The principal or designee should be present at the interview, but should not take part in any questioning. The principal or designee should remain a neutral observer at all times.
7. School representatives may search lockers, personal belongings, and cars that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.
8. The district superintendent or designee may authorize the use of trained sniffer dogs for detection of illegal drugs, explosives and/or contraband at any time.
9. The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property.

Use of Sniffer Dogs (Policy 3045)

The board of education finds that the possession of illegal drugs and other contraband on school grounds is unlawful, is disruptive of the educational process, is harmful to students and staff, and is contrary to the interests of the school district. Accordingly, to minimize the presence of these

items on school grounds, the administration is authorized to use sniffer dogs according to the protocol set forth in this policy.

Protocol for Use of Sniffer Dogs

1. The superintendent, or the building principal with the superintendent's permission, may initiate the use of specially trained sniffer dogs to conduct an inspection.
2. The administration will contact the canine provider and/or the appropriate law enforcement agency to schedule the use of a sniffer dog or dogs. The administration shall require an assurance from the provider that any sniffer dogs to be used in the school have been properly trained, and may request evidence of the training and/or certification of the dogs. In no event will the school district authorize a sniffer dog to sniff any person.
3. The superintendent or if designated by the superintendent, the building principal, and law enforcement representatives or canine provider will confer regarding the specific plan of areas to be inspected. The plan may involve any or all school building facilities, vehicles in the school parking lot, or other areas where students and staff vehicles are parked on school property during or after school hours.
4. If the inspection is scheduled for a day when school is in session, students and staff will be informed over the public address system, and will be directed to remain in their rooms until given further directions.
5. During the inspection, administrators may assign personnel to designated areas as deemed appropriate to assist in the smooth handling of the inspection.
6. After the inspection is finished, students and staff will be notified over the public address system, and will be thanked for their cooperation.
7. If the sniffer dog alerts, the alert will constitute reasonable cause for the administration to conduct a search of the property. If the sniffer dog alerts on a vehicle on school grounds, the owner will be required to unlock the vehicle doors and trunk for further inspection of the interior of the vehicle. If the owner refuses to unlock the vehicle, the matter will be turned over to law enforcement authorities. The owner will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law. This may include discipline for the refusal to obey an administrative directive.
8. Any illegal drugs or contraband found on school grounds, whether in a desk, locker, vehicle, or any other place on school grounds, will be confiscated and turned over to law enforcement authorities. A student's parents will be contacted. The individual will be subject to disciplinary action as specified in board policy and/or the student or staff handbook or as otherwise allowed by law.
9. At the conclusion of the inspection, school officials will confer with the canine provider and/or any law enforcement authorities who were involved in the inspection to review the results of the inspection. The administration may authorize any follow-up inspections or other action deemed appropriate.

Notice to students and staff

Students and staff shall be informed of the District's policy regarding the use of sniffer dogs as soon as practicable after the adoption of this policy. Thereafter, students and staff shall be informed of the policy at the beginning of the school year. By this policy and/or via the provision in the student or staff handbook, students and staff are specifically notified that:

1. Lockers may be sniffed by sniffer dogs at any time.
2. Vehicles parked on school property may be sniffed by sniffer dogs at any time.
3. Classrooms and other common areas may be sniffed by sniffer dogs at any time students and staff are not present.
4. If contraband of any kind is found, the student or staff member shall be subject to appropriate disciplinary action.

<u>Firearms and Weapons</u> (Policy 5049)

Weapons

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

Firearms

No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm:*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

Exceptions Regarding Firearms

The prohibition against firearms does not apply to:

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

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

Exceptions for Students

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

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

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

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

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

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

Visitors (Policy 3056)
The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians
    A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
    B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
    C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
    D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
    E. All visitors will report to the school office.

III. Visitation by Students
    A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
    B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian

C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation

A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

Health Services at School

Medical. A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. **The person picking up the student must do so within one hour of being contacted.**

If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

First Aid. The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

Students who suffer from a significant illness which has an actual or expected duration of six months or more may be eligible for accommodations and support under Section 504 of the Rehabilitation Act or under the Individuals with Disabilities in Education Act. The school will provide accommodations to students who are returning to school after a prolonged absence due to illness, including pediatric cancer, through a 504 plan or an IEP, as appropriate. The student's plan will include informal or formal accommodations, modifications of curriculum and monitoring by medical or academic staff as determined by the student's IEP team or 504 committee. Parents and staff will engage in ongoing communication about the needs of a student who is facing these circumstances.

Parents must complete emergency information for each child enrolled in the district. The information should list the family physician's name, where parents or a responsible adult can be located, and any necessary emergency instructions.

Immunizations (Board Policy 5010)

In compliance with Nebraska Law 79-217, each student wishing to enroll in the school district is required to be immunized against measles, mumps, rubella, poliomyelitis, diphtheria, pertussis, tetanus, hepatitis and varicella (chicken pox) prior to enrollment. Any student who does not comply with this policy shall not be permitted to continue attending school.

The district is not responsible for the cost of such immunizations.

Exceptions to this policy are listed below:

a. Provisional Enrollment: Students who meet the statutory requirements for provisional enrollment shall be allowed to attend school for thirty days without the necessary immunizations.
b. Immunization shall not be required if the student's parent or guardian submits one of the following to the superintendent of schools:
    i. A statement signed by a medical professional stating that the required immunization would be injurious to the health and well-being of the student or any member of the student's household.
    ii. ii. An affidavit signed by the student or a legally authorized representative of the student, stating that the immunization conflicts with the student's religious beliefs.
c. Students who are excepted from the immunization requirement may be excluded from school in the event of an outbreak of any contagious disease in the school population.

Medication of Students (Board Policy 5024)
Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements ofTitle 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication
    a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
    b. Parents/guardians must sign an Authorization for Medication form provided by the school.
    c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.
2. Nonprescription/over the counter medication. Parents/guardians must provide a physician's written authorization for the administration of the medication. These included, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
    a. Parents/guardians must sign an Authorization for Medication form provided by the school.
    b. The medication must be brought to the school by a responsible adult in the manufacturer's container, and will be kept in the Health Office.
    c. The container must be labeled with the child's name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student's physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication left over, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

Physical Examination
The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

Chronic Conditions
It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

Communicable Diseases
The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

Summary of Communicable Diseases and Contagious Conditions
Fever
Children will be sent home if they have a fever of 100 degrees or higher. Children must be fever free for one full school day prior to returning to school.

Vomiting
Children will be sent home if they vomit due to illness. Children must be free from vomiting for one full school day prior to returning to school.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned

not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles)
Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from physician or phone call from doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

Animals at School (Policy 3046)
Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. See Board Policy 3046 regarding Service Animals and Therapy Dogs for more information.

Lunch Program (Policy 5038)
The superintendent shall be the administrator of the school lunch program which shall be run in accordance with state and federal guidelines.

General Information
- You may bring or purchase your breakfast or lunch.
- Parents may wish to assure their child of a well balanced diet. If this is the case you can have your child's card coded. This code will alert the lunch help, and only a balanced meal can be purchased.
- We have an automated system for students to use in purchasing their breakfast or lunch.
- Federal School Food Service guidelines do not permit bringing food into the building for groups of students at serving time.

- Students who received free or reduced meals last year will qualify automatically the first week. However, the parents of those students must fill out a new application form and return it to the office in order to continue receiving free or reduced meals.
- All students will be given application forms and guidelines. Students will be notified if they are eligible.

Identimetrics Finger Scanning
The Ralston Public Schools use a finger scan system to provide security for your students meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

Ralston Middle School Fee List (Policy 5045)
Fees Assessed
Extracurricular Activity Fee: $25.00
Lunch Prices: $3.05, Reduced Lunch: $0.40
Breakfast Prices: $1.95 Reduced: $0.30
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $15/$30

Required clothing for PE and extracurricular activities
Select vocal music groups, including show choir, attire: Maximum $185.
Choir-
- Boys- Black pants, shirt, tie, and black shoes.
- Girls- Vests and shoes.

Show Choir-
- Boys Costume- ex. Dress shirt, dress pants, vest, belt, shoes, T-shirt
- Girls Costume- ex. Dress, shoes, accessories, T-shirt

Cheer and Dance-Maximum $150.00
Gym Shorts and cotton T-shirt (Ralston Middle School offers RMS shorts ($15) and RMS shirts ($15) which are available in the office but not required.)
Rubber-soled athletic shoes
Undergarments and socks appropriate for the activity.

Optional Fees- not required
Ralston High School Activity Ticket-$50.00 (includes RMS Activity Fee)
Extracurricular activities travel fee – Not to exceed $500 per event
Extracurricular activities admission – Maximum $10.00 per event
Physicals for 8th Grade Sports-$50.00
Ralston Middle School Yearbook-$25.00
Student Picture Packages-$15-$25
Printed Clothing
Paperback books for personal ownership

Donations / Fundraising
Family Consumer Science for food and take-home materials used in class-$15.00.
Skilled Technical Science for home materials used in class that can be taken home-$15.00.
Art Supplies-$15.
As approved by the Superintendent or designee.

Ralston Public School - Chromebook Usage Handbook

The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any device considered by the Administration to fall under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. Parent/Guardian Orientation
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. Distribution
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. Transfer/New Student Distribution
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. **Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.**

Returning Your Chromebook

1. End of Year
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. Transferring/Withdrawing Students
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $20.00/$10.00* (*reduced for students who qualify for Free/Reduced Lunch Program) annually for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by <u>September 1st</u> in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be

submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Computing Device Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.

General Precautions
- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection
- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks
- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care

- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment, some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.
- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, dry microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.

- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are bound by the Ralston Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the district.

No Expectation of Privacy

Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The district may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the district. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software

Teachers, school administrators, and the technology department staff may use monitoring software that allows them to view the screens and activity on Chromebook.

Updates

The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection

Chromebook uses the principle of “defense in depth” to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter

The district utilizes an Internet content filter that is in compliance with the federally mandated Children’s Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District’s filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection

Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on their Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at RalstonPublic Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS ChromebookCoverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The school media center/technology office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification

- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship

School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. Respect Yourself. I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. Protect Yourself. I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. Respect Others. I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. Protect Others. I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. Respect Intellectual Property. I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. Protect Intellectual Property. I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy

Ralston Public Schools Internet Access is to be used only for classroom related activities. This policy applies when using either school equipment or personal equipment on the district

network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:

1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.

- Students who knowingly violate the terms of the agreement will be dealt with according to the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public School's Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use
Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the RalstonPublic Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your child. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20, $10 if student is free/reduced lunch status.
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. I DO NOT wish to have my child issued a Chromebook to take home. *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*

If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program.

☐ **While I do not wish to have my child issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $20.**

_____ _____
Print Full Student Name Grade

_____ _____
Student Signature (REQUIRED) Date

_____ _____
Parent/Guardian Signature (REQUIRED) Date

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties
The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the Ralston Public Schools webpage.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM
As part of the Student Computing Device initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your child. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines.
Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.

Schedule of Repair Costs

Description	***Without Device Coverage Cost***	***RPS Device Coverage Program Participant Cost***
Device Replacement	***$290***	***$145***

Motherboard	***$290***	***$145***
Keyboard	***$80***	***$40***
Battery	***$50***	***$25***
LCD Panel	***$84***	***$42***
AC Power Adapter w/ Cord	***$40***	***$20***
Top Cover	***$46***	***$23***
Bottom Base	***$34***	***$17***
Bezel	***$24***	***$12***
Camera	***$30***	***$15***
LCD Back Cover	***$40***	***$20***

Ralston High School

2023-2024
Student and Family Information Handbook

8969 Park Drive
Ralston, NE 68127-3600
Phone: 402-331-7373
Fax: 402-898-3511

https://www.ralstonschools.org/RHS

School Handbooks are based on Board of Education Policies

Ralston PUBLIC SCHOOLS

District #54
Ralston, Nebraska

BOARD OF EDUCATION
Carrie Hough
Katie Krause
Elizabeth Kumru
Robin Richards
Mary Roarty
Samantha Willey

DISTRICT ADMINISTRATORS
Mr. Jason Buckingham, Superintendent
Dr. Aaron Bredenkamp, Assistant Superintendent of Business
Dr. Anne Harley, Assistant Superintendent of Teaching & Learning
Dr. Michael Rupprecht, Executive Director for Human Resources
Dr. Sara Zabrowski-Gates, Director of Teaching & Learning
Mrs. Melissa Stolley, Director of Student Services

RALSTON HIGH SCHOOL ADMINISTRATION
Dr. Ryan Pivonka, Principal
Mr. Joseph Kilzer, Assistant Principal
Ms. Stacy Athow, Assistant Principal
Mr. Clint Williams, Assistant Principal / Athletic & Activities Director
Mrs. Shawna Younghans, Dean of Students

RALSTON HIGH SCHOOL COUNSELORS
Mr. Michael Burling, Last Name A-F 10th-12th Grades, 9th Grade Blue Team
Mrs. Tara Vaughn, Last Name G-M 10th-12th Grades, 9th Grade Gray Team
Mrs. Melissa Sedlak; Department Chair, Last Name N-Z 10th-12th Grades, 9th Grade Red Team

Counselors are divided alphabetically by last name for 10th through 12th grades, and by team for 9th grade. You must see your assigned counselor for schedule-related questions, concerns, or to request a schedule change. Any of the three counselors are available to assist with personal/social issues or college/career related questions.

Administrative Offices	8545 Park Drive Ralston, NE 68127 402-331-4700 www.ralstonschools.org
Ralston High School	8969 Park Drive Ralston, NE 68127-3600 402-331-7373 Rhs.ralstonschools.org RHS Calendar/Athletic/Activity schedules: **www.trailblazerconference.org** **Attendance Office** 402-763-4100 (voicemail available 24 hours)

RALSTON HIGH SCHOOL

STUDENT-FAMILY HANDBOOK

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RALSTON HIGH SCHOOL

"Achieving Excellence as a Community of Learners"

8969 Park Drive • Ralston NE 68127 • 402.331.7373 • Fax 402.898.3511 • rhs.ralstonschools.org

Ryan Pivonka, Ed.D., Principal
Joseph Kilzer, MA, Assistant Principal
Stacy Athow, MS, Assistant Principal
Clint Williams, MS, Assistant Principal/AD

Shawna Younghans, MS, Dean of Students

Dear Ralston High School Students:

We are excited to welcome you to the 2023-2024 school year at Ralston High School! With a new school year comes new opportunities: to learn, grow, challenge yourself, and be your best self. Ralston High School prides itself on its many programs and offerings- both academic and extracurricular. We are a large, class-B high school in the middle of a vibrant metropolitan area. We strive to provide robust opportunities for our students while maintaining a smaller school environment where students are known by staff and feel connected to the greater school community.

Over the past years, Ralston students have excelled in every facet of our school. We have produced National Merit Finalists and state champions. Our graduates have garnered millions of dollars in scholarships through academics, athletics, and their talents in the arts. Students have earned countless hours of college credit through coursework at Ralston High School. Our alumni are prepared for their futures. We are proud of our academies and apprenticeship programs, where students graduate with the necessary skills to immediately enter the workforce in a skilled trade.

These opportunities are available to *ALL* of our students. As we begin the new school year, I challenge you to immerse yourself in the comprehensive high school experience that Ralston offers. Take advantage of the specialty programs and offerings. Get involved in our extensive extracurricular activities. There is a transactional element to high school; the more you put into it, the more you get out of it.

All students have the right to learn in the best possible learning atmosphere, and this is our focus every day. In order to provide the best school climate possible, certain rules and regulations are necessary. You will find the rules and regulations are reasonable, fair, and for the benefit of all students. Ralston High School is committed to providing every student the opportunity to reach their potential in a respectful and safe environment.

Students and parents are required to read this handbook carefully. It outlines the basic policies and regulations of Ralston Public Schools and Ralston High School. At times it may become necessary for the school administration to modify regulations under certain circumstances where adjustments are needed.

At Ralston High School, your voice matters. We want to hear from you. Please feel free to stop by the high school offices to address questions or concerns you may have, or to share your ideas on how we can make Ralston even better. We are eager to get to know each of you. Our number one goal is for each individual student to succeed at Ralston High School in each endeavor they choose to take on.

At Ralston High School we are proud of our rich traditions of excellence and pride, and excited about what our future holds! It's a great day to be a Ralston Ram.

Sincerely,

Dr. Ryan Pivonka
Principal

Ralston's School Song

Hail, Ralston High!
Red, White and Blue, We're loyal to you
Our banners fly!
Onward to victory,
Making Rams' history.
So fight, Ralston, win
We know you can do it, so let's get to it
And let's begin
Onward to victory
Ralston High School—Go! Fight! Win!

HISTORY OF RHS

High school in Ralston had its beginning in September of 1953, with an enrollment of 110 students in grades 9-12 and a faculty of nine members. Because the building was not yet completed, seven classes were held in the Maywood Elementary School until midway through the first year. Dedication of the former high school, located at 82nd and Lakeview, was held on February 28, 1954. At that time, only the first floor of the west wing and the gymnasium were completed. The former high school now serves as Ralston Middle School. In 1968 the high school moved to its present location at 90th & Park Drive. The first senior class of 1954 had a membership of 16. Current enrollment is approximately 1000. Renovation construction began in 2002 and finished in 2005. Construction is underway on the new baseball and softball complex, and renovations included in the recent bond project are slated to begin summer of 2024!

Board of Education policies can be accessed at the school building office and on the district website: www.ralstonschools.org.

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

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

NOTICE OF NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name: Dr. Mike Rupprecht
Title: Executive Director of Human Resources and School Improvement
Address: 8545 Park Drive, Ralston, Nebraska 68127
Telephone: 402-898-3483
E-mail: mrupprecht@ralstonschools.org

For further information on notice of nondiscrimination, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481. For additional prohibited discrimination and related information, please review school district Policy 3053 – Nondiscrimination.

Ralston Public Schools Purpose Statement

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope.

Direction Statement

Cultivating resilient citizens prepared for the diverse demands of the future.

Ralston Public Schools Believes. . .

- The educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

Board of Education policies can be accessed at the school building office and on the district website - www.ralstonschools.org

Ralston High School

Achieving Excellence as a Community of Learners

Vision

An inclusive community focused on: empowering students to reach their highest academic potential, developing their social and emotional awareness, and providing students unique opportunities to explore and plan for their future.

Belief Statements

The Ralston High School community of learners…

- **requires committed, active participation and support from students, parents, staff and patrons of the district.**
- **believes each student can learn when provided a safe, supportive learning environment.**
- **embraces diversity as an integral component of the community.**
- **supports high standards for cognitive and affective development.**
- **strives to provide diverse learning opportunities in fine and practical arts, in conjunction with career exploration and applied technology.**
- **encourages participation in co-curricular and extracurricular activities as a means to develop communication, teamwork, and leadership skills essential for success in a dynamic global society.**

ACADEMIC ACHIEVEMENT AND GRADUATION

ACADEMIC PROGRESS

Students at Ralston High School are placed in academic class years on the basis of years of high school attendance. In order to be on pace for graduation, students need to pass earn the following credits:

Freshman	0-60 hours credit	Junior	120 -180 hours credit
Sophomore	60 -120 hours credit	Senior	180 + hours credit

GRADUATION REQUIREMENTS

Course credit is allowed only for grades 9, 10, 11, and 12. Students may repeat courses in which they earned failing grades, but it is not necessary to repeat courses not required for graduation.

The responsibility for determining when students are eligible to graduate from high school is delegated by the Board of Education to the building principal.

All students must successfully complete 240 hours of credit in grades 9-12, and attend a minimum of seven semesters. Students may graduate at the mid-term of their senior year if they make a formal application to their counselor prior to the end of the first semester of their senior year. Any request by a student to graduate earlier than the midterm of their senior year will be reviewed by the high school principal and a recommendation will be made to the Board of Education for approval. All students must complete the stipulations of an Individual Learning Plan.

The high school principal will review any unusual circumstances related to these graduation requirements for any student and make appropriate recommendations to the Board of Education.

Specific Requirements – Each student is expected to successfully complete coursework in each of the following areas as listed:

Class of 2023-2025:

1.	**English**: 35 credit hours (Must pass English 1, English 2, English 3, and 1 semester of Composition)	35
2.	**Oral Communication**: 5 credit Hours	5
3.	**Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History)	30
4.	**Mathematics**: 30 credit hours (10 credit hours must be earned in courses above the Pre-Algebra level)	30
5.	**Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science)	30
6.	**Physical Education**: 20 credit hours (Must pass Health and Wellness and PE Swim) If students test out of Fitness and Swim Foundations, they need 5 credits of additional PE.	20
7.	**Fine Arts**: 10 credit hours - Art, Music, Drama	10
8.	**Practical Arts**: 20 credit hours - Business Education, Career Training Programs (must pass Career Exploration), Family and Consumer Sciences, Industrial Technology, Health Sciences	20
9.	**Personal Finance**: 5 credit hours If students test out of Consumer Finance they will need additional 5 elective credits.	5
10.	**Elective Courses**: 75 credit hours - Any additional credits beyond required coursework.	
11.	**Community Service**: 10 hours for each year of attendance at Ralston High School.	

MINIMUM CREDIT HOURS TO GRADUATE 240

Class of 2026 and Beyond:

1. **English**: 40 credit hours (Must pass English 1 and English 2), 40
2. **Social Studies**: 30 credit hours - (Must pass World Civilization, Government, and US History) 30
3. **Mathematics**: 30 credit hours (10 credit hours must be earned in an Algebra course 30
4. **Science**: 30 credit hours (10 credit hours of Biology and 10 credit hours of Physical Science) 30
5. **Physical Education**: 20 credit hours (Must pass Health and Swim) If students test out of Swim Foundations, they need 5 credits of additional PE. 20
6. **Fine Arts**: 10 credit hours - Art, Music, Drama 10
7. **Career and Technical Education**: 20 credit hours- Business Education, Human Sciences, Industrial Technology, Health Sciences, Career Training Programs (must be a Career Pathway Completer or pass College and And Career Readiness) 20
   5
9. **Personal Finance**: 5 credit hours -
10. **Elective Courses**: 55 credit hours - Any additional credits beyond required coursework. 55
11. **Community Service**: 10 hours for each year of attendance at Ralston High School.

MINIMUM CREDIT HOURS TO GRADUATE: 240

GRADING SYSTEM AND REPORTS

Ralston High School will operate an extended learning time schedule that consists of semesters. It is important that students and parents understand the difference.

Quarter - consists of a 9-week period of instruction, and is used for progress monitoring only. Progress reports will be generated at the end of quarters 1 and 3.

Semester – consists of one 18-week term. A class that meets every other day is worth 10 credits and will last for a full year. There will be 5 credits awarded for a passing grade at the end of each semester.

The following is an explanation of Ralston High School's grading system:

A - Superior	90 - 100%	D - Below Average	60 - 69%
B - Above Average	80 - 89%	F - Failure	59% and Below
C - Average	70 - 79%	Inc. - Work to be made up	

Incomplete work must be completed within one week of the end of the term unless an administrator approves an extension. No incomplete grades may be given at the end of the second semester/term 4.

Running grades, progress reports and end-of-term/semester report cards are always available by accessing the **R-KIDS electronic gradebook at www2.esu3.org/dws/rhighschool**; therefore, mailings of these documents will no longer be automatically made. Parents may call to request a printed report card at the end of a given semester. Parents are urged to contact teachers whenever necessary. Mid-semester progress reports will be available at the door during Parent-Teacher Conferences. Grades on end-of- semester report cards become part of the permanent record.

Transcripts

Official transcripts of student records will be sent to requested institutions electronically and are issued at the request of the student or student's parent/guardian. Requests take time to process, so please make your requests well ahead of any deadlines. Requests for transcripts are fulfilled using the digital credential service Parchment which can be accessed at www.parchment.com.

GRADE POINT AND MARK POINT AVERAGES

Below is the Ralston High School Mark Point Average Table and an example of how Mark Point Average (MPA) can be determined for a single semester.

Adv'd Rank Classes	Grade Earned	Unranked Classes
5 mark points	A	4 mark points
4 mark points	B	3 mark points
3 mark points	C	2 mark points
2 mark points	D	1 mark point
0 mark points	F	0 mark points
Not computed	Pass/Fail	Not computed

EXAMPLE: Determining a Student's Grade Point Average

Course	Grade	Credits	Mark Pt Value	Mark Points
Spanish 3	B	5	times 3	equals15
Psych/Soc	C+	5	times 2	equals10
Geometry	C	5	times 2	equals10
Biology	B	5	times 3	equals15
Honors Eng 2 AR	A-	5	times 5	equals25
Edgenuity	P	3	(Not computed in MPA)	
Total Credits Earned		28	Total Mark Points	75
75 total Mark Points	÷	25 Credits Attempted	=	3.00 GPA

CLASS RANK

Class Rank will be determined by the weighted Grade Point Average of students and will be utilized by RHS for the purpose of graduation recognition and honors. GPA's are placed in a high-to-low numerical order, resulting in a ranking of all students for that grade level. Mark Point Average (MPA) is a high-to-low listing of a student's weighted GPA multiplied by total mark points attempted. ACT Rank (ACRS: Academic Class Ranking System) is a high-to-low listing of a student's ACT score + unweighted GPA x 9 + (earned credits/semester). Weighted GPA Rank (SCRS: Scholastic Class Ranking System) is a listing of a student's weighted GPA in a high-to-low numerical order. Weighted GPA is computed by dividing a student's total mark points by the number of credits attempted.

ACADEMIC HONORS AND LETTERS

Physical awards that recognize academic achievement will be based on a student's current school year GPA for semesters 1 & 2. For students to be eligible for such recognition, they must have earned 60 credits in the current school year.

- Merit Roll Certificate — Semester 1 & 2 GPA 3.00 - 3.49
- Honor Roll Letter/Pin — Semester 1 & 2 GPA 3.50 - 3.99
- Roll of Distinction Letter/Pin — Semester 1 & 2 GPA 4.00 and above

SENIOR HONORS AND RECOGNITION

Grade Point Averages used to determine honors recognition at commencement are based on grades at the end of 7 semesters of academic work.

Honors and recognition are reserved for students in their 4th year of high school or early graduates, as approved by the principal.

Valedictorian

The student(s) ranked first in the District Class Rank System and the student(s) ranked first in the Mark Point Average Rank System will be recognized as valedictorians and invited to speak at commencement. If a valedictorian declines this opportunity, it will be extended to the next highest-ranking student in that system. The class may also select a spokesperson to speak at commencement.

Senior Achievement Awards

Seniors will be awarded honor cords based on the Cumulative Grade Point Average after 7 semesters of academic work: 4.0 to 4.19 = white cord; 4.20 to 4.39 = silver cord; 4.40 and above = gold cord.

300 Club

Two hundred and forty credits are required to graduate. Graduates accumulating 300 or more credits will be recognized at graduation.

Community Service Excellence

Students earning one hundred or more hours of Community Service by April 15 of their final term will be recognized at graduation.

CTE Program of Study Completer

Three or more prescribed courses in a career pathway as set by The Nebraska Department of Education.

ATTENDANCE EXPECTATIONS AND PROCEDURES

COMPULSORY / REQUIRED ATTENDANCE AND EXCESSIVE ABSENTEEISM / TRUANCY

Every person residing in the school district who has legal or actual charge or control of any child who is of mandatory attendance age shall cause that child to attend a public or private school regularly unless the child has graduated from high school or has been allowed to disenroll pursuant to this policy. (Board Policy 5001)

ATTENDANCE CLASSIFICATIONS

Ralston High School recognizes the importance of consistent attendance in order for students to be successful. Ralston High School utilizes a block schedule and missing a day of school means that students lose approximately 1½ hours of instruction per class. In addition to the state requirements, when a student reaches ten (10) absences (excused or unexcused) an attendance letter will be mailed home to parents.

Those students who are hospitalized or who suffer from debilitating illness and are under a doctor's care and ordered not to attend school are required to provide the attendance secretary with written documentation from their healthcare provider to that effect.

Absences from class due to suspension are not considered part of the absence limitations. Students who are participating in or attending school-sponsored activities are considered present at school, and class absences incurred as a result of participation in or attendance at school activities do not count toward stated limits.

Activity/Athletic Absence

School sponsored activities are those where a student is on an official roster or participation list. Students engaged in school sponsored activities will be counted present at school. Completed permission forms must be turned into the sponsor one day prior to the activity.

Activity/Athletic Participation

Please refer to the Athletic/Activities section found later in the student handbook regarding participation in practices and/or performances when there is an absence during the day (see the Activity and Athletics sections starting on page 49).

Appointments During the School Day

Parents/Guardians must call the attendance line in advance if their student needs to leave during the school day for an appointment. Written notes will not be accepted. In order to minimize classroom disruptions and expedite the student's release from class, such a call should be made with **at least one hour's advance notice** of the time the student needs to sign out to leave the building. In order for the absence to be excused the student must provide medical documentation or other information to document the appointment. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100.

College Visits for Seniors

Seniors are urged to visit colleges during vacations or teacher instructional prep days. Parents/Guardians of seniors who wish to visit a college on days when school is in session must call in advance to inform the school in order to be excused. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Discontinuing Enrollment - 16 and 17 Year Old Students

Only children who are at least 16 years of age may be disenrolled from the district. The person seeking to discontinue the child's enrollment shall submit a signed, written request and submit it to the superintendent using the form which is attached to this policy. The district will follow the procedures outlined on the attached form in considering requests to disenroll. (https://www.education.ne.gov/aded/pdfs/NebraskaWithdrawalFromMandatoryAttendanceForm.pd) (Board Policy 5001)

Lunch Skips

A "lunch skip" is when a student who is not a senior with off-campus lunch privileges leaves the building without a parent or guardian physically coming into the attendance office and signing them out. Students who skip lunch may have consequences/interventions assigned such as car/bag searches, loss of privileges, detention(s), support group, suspension, up to mandatory reassignment from Ralston High School.

Students who have permission to leave campus for lunch (seniors with open lunch or those with *pre-arranged* appointments/parent pick-up) are expected to be on time for class following the lunch period.

Prearranged / Extended Absences

Parents/Guardians must call the attendance office in advance of a planned extended absence from school, or as soon as possible in an emergency situation. Written notes will not be accepted. The attendance line is available 24 hours a day with voice mail in English and Spanish at 402-763-4100. Contact should also be made with students' teachers so arrangements can be made in advance for collecting and completing homework during such an absence. See "Make up work due to absence" for further information.

Students who need to miss the last 3 days of any term need to have administrative pre-approval in order to make up any missed final exam.

State Meet and Tournament Absences

Students wishing to attend a state meet or tournament must have a parent/guardian call and give permission unless otherwise directed. Students are expected to keep up with any class assignments missed and are responsible for making arrangements with their teachers in advance for collecting and completing homework for such absences. See "Make up work due to absence" for further information.

Unexcused Absences/Class Skip

Students are expected to attend all of their classes each day unless excused by a parent/guardian or the student is on a school-sponsored activity. Students who miss class unexcused (class skip) will be subject to consequences/interventions such as car/bag searches, loss

of privileges, homeroom intervention, detention(s), suspension, loss of class credit, up to mandatory reassignment from Ralston High School.

REPORTING ABSENCES

When a student is absent from school, a parent or guardian of that student must call the school attendance number (402-763-4100) by 8:30 a.m. on the day of the absence. Failure to call will result in the absence being recorded as unexcused. **The absence will remain unexcused unless the parent/guardian calls the school by 3:00 p.m. of the school day following the day the absence occurred**. **NOTES WILL NOT BE ACCEPTED.** Messages can be left 24 hours a day on voice mail.

TARDY PROCEDURES

Punctuality is a life skill valued by employers and society at large. In order to minimize disruptions to learning and to help students learn lifelong skills, Ralston High School expects students to be on time for school and on time for individual classes.

1. Students who are tardy to class will be marked accordingly by the teacher in attendance.
2. Any student who is more than 20 minutes late to a class period will be required to check in with the attendance office to receive an office pass to class.
3. Parents will receive frequent communication as students accumulate tardies to classes.
4. Tardies to classes will be handled in the following way

- Each time the student is tardy the teacher will conference and problem solve with the student. Teachers may assign consequences.
- Parent/Guardian listed as the primary contact will receive an email alert informing them of the tardy.
- Consequences for excessive tardies and/or absences may include loss of privileges, detention(s), suspension, being dropped from the class with a WF, and/or mandatory reassignment from Ralston High School will be assigned to students who accumulate multiple tardies to classes within a term semester.

SKIPPED DETENTION

Students who miss an assigned detention may earn additional consequences up to and including mandatory reassignment from Ralston High School.

GENERAL EXPECTATIONS AND PROCEDURES

The Ralston Public School District has an ongoing commitment to provide opportunities for all to become secure, self-reliant individuals who recognize the significance of their own lives and their ability to contribute to the lives of others.

Definitions:

Caring – any word, look, sign, or act that respects a person's body, feelings or things.

Violence – any word, look, sign, or act that hurts a person's body, feelings or things.

Students should be There, be Respectful, be Responsible and be Safe.

ANIMALS ON SCHOOL GROUNDS (Policy 3046)

Animals are not allowed in school district buildings or on school district property without the written permission of the superintendent except as provided in this policy. (Board Policy 3046)

ANNOUNCEMENTS

Announcements pertaining to general school business will be allowed as long as they apply to authorized Ralston High School organizations and activities. Announcements are published in multiple forms: student/staff email and web page. If an announcement is to be included, it must be in the office by noon the day before it is to be published. Announcements must be signed by the sponsor and an administrator.

AUTOMATED PHONE MESSAGES

Ralston Public Schools will use its automated phone message system to relay important time-sensitive information to Ralston families. This information will include school closings for inclement weather. Please log into your RKids account to update changes to home, cell, work or other contact phone numbers as soon as these changes are made.

ALTERNATIVE COMMUNICATION METHODS

Ralston High School strives to communicate well. You can expect to be communicated with in many different ways. Ralston Public Schools uses email, text messaging, mail, the District App, and social media, as other forms of communication. It is imperative that families maintain their RKids information with current email addresses, phone numbers and mailing address so that they can stay informed.

BACKPACKS / DRAWSTRING BAGS

Students may carry a drawstring bag, backpack, tote bag, or purse at any time during the school day. Student bags are subject to search.

BUILDING HOURS / DOOR ACCESS

Ralston High School is open to students from 7:30 a.m. to 3:30 p.m. Students must exit the building by 3:30 p.m. unless they are under the direct supervision of a staff member.

For safety and security reasons, students must always enter/exit the main doors on the front side of the building. Students may use any exit at *the end of the official school day at 3:20*. Students leaving for appointments or for open lunch/campus privileges are expected to use the main doors on the front side of the building or risk disciplinary action up to and including losing their privileges. Additionally, disciplinary action up to and including suspension may be assigned for students who open secure doors for others seeking access during the school day.

Full Day Schedule
Mon (HR instead of WIN), Tue, Wed, Thur

Block 1: **8:00-9:30** (90 minutes)
Block 2: **9:35-11:05** (90 minutes)

Block 3: **11:10-1:05 (115 minutes)**
Lunch 1: **11:05-11:30** ***Class:*** **11:35-1:05** (90 min)
Lunch 2: **11:35-12:00** ***Class:*** **11:10-11:35** ***and*** **12:05-1:05** (85 min)
Lunch 3: **12:10-12:35** ***Class:*** **11:10-12:10** ***and*** **12:40-1:05** (85 min)
Lunch 4: **12:40-1:05** ***Class:*** **11:10-12:40** (90 min)

Block 4: **1:10-1:45** (35 min) **(Monday - HOMEROOM, Tues/Wed/Thurs - WIN)**
Block 5: **1:50-3:20** (90 min)

Early Release Schedule
Friday

Block 1: **8:00-9:20** (80 minutes)
Block 2: **9:25-10:40** (75 minutes)
Block 3: **10:45-12:25** (100 total minutes)
Lunch 1: **10:40-11:05** ***Class:*** **11:10-12:25** (75 min)
Lunch 2: **11:05-11:30** ***Class:*** **10:45-11:05** ***and*** **11:35-12:25** (70 min)
Lunch 3: **11:35-12:00** ***Class:*** **10:45-11:35** ***and*** **12:05-12:25** (70 min)
Lunch 4: **12:00-12:25** ***Class:*** **10:45-12:00** (75 min)
Block 5: **12:30-1:45** (75 minutes)

**Important notes concerning Friday early dismissal PLC Schedule: Teachers are unavailable for assistance after dismissal. Students need to leave the building unless they are with a coach or other supervising adult. Students will not be permitted to loiter in the halls or common during PLC meetings.

At certain times in the school year, the bell schedules may be altered due to school activities. During those times, students with open campus or release privileges MUST ATTEND CLASSES ACCORDING TO THE ALTERED SCHEDULE. Failure to do so may result in disciplinary action up to and including loss of the release privilege.

CLOSED CAMPUS

Ralston High School operates as a closed campus with the following exceptions that are explained in further detail in the sections below: • Senior Open Lunch, • Senior Open Campus, • Release Period

Those students who have permission to leave campus but choose to remain during their release periods are expected to report by the tardy bell and remain for the period to the library.

Students may lose their privilege to leave the building and grounds for loitering in classrooms, the hallways, restrooms, commons, etc. or for other disciplinary reasons at the administration's discretion.

Requirements for ALL Release Privileges

- For safety/security reasons, students must exit/return through the main doors ***only***.
- For safety/security reasons, students must be prepared to show their student ID leaving and returning every day. Students without their ID will NOT be allowed to leave – no exceptions.
- Students who choose to remain on campus during a release must report on time and remain for the duration of the period to the library or college/career center.
- Students may lose any privilege outlined for academic and/or disciplinary purposes at the administration's discretion. This includes, but is not limited to failing grades, exiting doors other than the commons, loitering in unapproved areas, class or lunch skips, taking those without privileges off campus, etc.
- Students should read, know and follow additional requirements specific to their privilege as outlined in the student handbook.

Please note: Seniors must be enrolled in 3 of 4 class periods per day. (WIN time is expected of all students in addition to the 3 class periods) in order to be eligible for commencement honors, many scholarships, college admissions and/or varsity athletic participation. ***It is ultimately the student and parent/guardian's responsibility*** to ensure the student is enrolled in and participating in the number of courses required for these purposes. Seniors on track for graduation may have one open period per semester with the approval of the counselor. Seniors in good academic standing who have met graduation requirements can apply for an additional open period through the office of the principal.

Senior-only Open Lunch
Due to Federal lunch regulations, students who leave campus for lunch may not bring food or drinks back to the building from area establishments. All other students or seniors who lose their open lunch privilege for academic/disciplinary reasons must remain at school during their lunch period. Seniors who take underclassmen with them off campus can lose their open campus privileges.

COLLEGE AND CAREER CENTER

The College and Career Center is provided to assist students in securing information about post-high school education and careers. The center is open daily.

COMMENCEMENT

Commencement is a *privilege* arranged to celebrate students' successful completion of high school graduation requirements. Students who have failed to meet graduation requirements by the established deadline (communicated at the start of the year; typically 2-3 weeks prior to graduation) may be denied this privilege. At administrator's discretion, this privilege may also be denied for disciplinary reasons.

COMMENCEMENT ATTIRE:
Graduation apparel is limited to appropriate caps, gowns and honorary decorations designated by the school. All other apparel is not permissible unless cleared through the Superintendent's Office prior to graduation.

DISCIPLINE, STUDENT (Board Policy 5035)
Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in this policy and the Student Discipline Act, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but need not be limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. Disciplinary consequences may also include in-school suspension, Saturday School, and any other consequence authorized by law. District administrators may develop building-specific protocols for the imposition of student discipline.

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

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

Any student who is suspended or expelled from school pursuant to this policy may not participate in any school activity during the duration of that exclusion including adjacent school holidays and

weekends. The student activity eligibility of a student who is mandatorily reassigned shall be determined on a case-by-case basis by the principal of the building to which the student is reassigned.

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

Short-Term Suspension

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

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,

2. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, that occur on or off school grounds, if such conduct interferes with school purposes or there is a connection between such conduct and school.

The following process applies to short-term suspension:

1. The Principal shall make a reasonable investigation of the facts and circumstances. Short-term suspension shall be imposed only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.

   2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what they are accused of having done, be given an explanation of the evidence the authorities have, and be given an opportunity to explain the student's version of the facts.

   3. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal ordering the short-term suspension before or at the time the student returns to school and shall document such effort in writing. The Principal shall determine who, in addition to the parent or guardian, is to attend the conference.

   4. Students who are short-term suspended must be given the opportunity to complete classwork and homework missed during the period of suspension, 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.

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

Grounds for Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (*see also board policy on weapons and firearms*);
6. Engaging in the unlawful possession, selling, dispensing, or use of a controlled substance or an imitation controlled substance, as defined in section 28-401, a substance represented to be a controlled substance, or alcoholic liquor as defined in section 53-103.02 or being under the influence of a controlled substance or alcoholic liquor (*note: the term "under the influence" for school purposes has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant*);
7. Public indecency as defined in section 28-806, except that this prohibition shall apply only to students at least twelve years of age but less than nineteen years of age;
8. Engaging in bullying as defined in section 79-2,137 and in these policies;
9. Sexually assaulting or attempting to sexually assault any person if a complaint has been filed by a prosecutor in a court of competent jurisdiction alleging that the student has sexually assaulted or attempted to sexually assault any person, including sexual assaults or attempted sexual assaults which occur off school grounds not at a school function, activity, or event. For purposes of this subdivision, sexual assault means sexual assault in the first degree as defined in section 28-319, sexual assault in the second degree as defined in section 28-320, sexual assault of a child in the second or third degree as defined in section 28-320.01, or sexual assault of a child in the first degree as defined in section 28-319.01, as such sections now provide or may hereafter from time to time be amended;
10. Engaging in any other activity forbidden by the laws of the State of Nebraska which activity constitutes a danger to other students or interferes with school purposes; or
11. A repeated violation of any of the following rules if such violations constitute a substantial interference with school purposes:
    a. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and

intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion;

b. Dressing or grooming in a manner which violates the school district's dress code and/or is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distracting or indecent to the extent that it interferes with the learning and educational process;
c. Violating school bus rules as set by the school district or district staff;
d. Possessing, using, selling, or dispensing tobacco, drug paraphernalia, an electronic nicotine delivery system, or a tobacco imitation substance or packaging, regardless of form, including cigars, cigarettes, chewing tobacco, and any other form of tobacco, tobacco derivative product or imitation or electronic cigarettes, vapor pens, etc.;
e. Possessing, using, selling, or dispensing any drug paraphernalia or imitation of a controlled substance, regardless of whether the actual substance possessed is a controlled substance by Nebraska law;
f. Possession of pornography;
g. Sexting or the possession of sexting images (a combination of sex and texting - the act of sending sexually explicit messages or photos electronically);
h. Engaging in hazing, defined as any activity expected of someone joining a group, team, or activity that humiliates, degrades or risks emotional and/or physical harm, regardless of the person's willingness to participate. Hazing activities are generally considered to be: physically abusive, hazardous, and/or sexually violating and include but are not limited to the following: personal servitude; sleep deprivation and restrictions on personal hygiene; yelling, swearing and insulting new members/rookies; being forced to wear embarrassing or humiliating attire in public; consumption of vile substances or smearing of such on one's skin; branding; physical beatings; binge drinking and drinking games; sexual simulation and sexual assault;
i. Bullying which shall include cyber-bullying, defined as the use of the internet, including but not limited to social networking sites such as Facebook, cell phones or other devices to send, post or text message images and material intended to hurt or embarrass another person. This may include, but is not limited to; continuing to send email to someone who has said they want no further contact with the sender; sending or posting threats, sexual remarks or pejorative labels (i.e., hate speech); ganging up on victims by making them the subject of ridicule in forums, and posting false statements as fact intended to humiliate the victim; disclosure of personal data, such as the victim's real name, address, or school at websites or forums; posing as the identity of the victim for the purpose of publishing material in their name that defames or ridicules them; sending threatening and harassing text, instant messages or emails to the victims; and posting or sending rumors or gossip to instigate others to dislike and gang up on the target;
j. Violations of the district's computer acceptable computer use policy are subject to discipline, up to and including expulsion;
k. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a simulated or "look-a-like" weapon;
l. Using any object to simulate possession of a weapon; and
m. Any other violation of a rule or regulation established by a school district staff member pursuant to authority delegated by the board.
n. Violation of the school's audio and video recording policy; and
o. Any other violation of any board policy, handbook provision, or a rule or regulation established by a school district staff member pursuant to authority delegated by the board.

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

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

1. The decision as to recommend discipline shall be made within two school days after learning of the alleged student misconduct. On the date of the decision to discipline, the Principal shall file with the Superintendent a written charge and a summary of the evidence supporting such charges.

2. The Principal shall serve the student and the student's parents or guardian with a written notice by registered or certified mail or personal service within two school days of the date of the decision to recommend long-term suspension or expulsion. The notice shall include the following:

    a. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension, expulsion, or mandatory reassignment, including a summary of the evidence to be presented against the student;

    b. The penalty, if any, which the principal has recommended in the charge and any other penalty to which the student may be subject;

    c. A statement that, before long-term suspension, expulsion, or mandatory reassignment can be invoked, the student has a right to a hearing, upon request, and that if the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension pursuant to district guidelines which shall not require the student to attend the school district's alternative programs for expelled students in order to complete classwork or on the specified charges;

    d. A description of the hearing procedures provided by the act, along with procedures for appealing any decision rendered at the hearing;

    e. A statement that the principal, legal counsel for the school, the student, the student's parent, or the student's representative or guardian has the right (i) to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct and (ii) to know the identity of the witnesses to appear at the hearing and the substance of their testimony; and

    f. A form on which the student, the student's parent, or the student's guardian may request a hearing, to be signed by such parties and delivered to the principal or superintendent in person or by registered or certified mail to the address provided on the form.

3. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student themselves, other students, school employees, or school volunteers.

4. Nothing in this policy shall preclude the student, student's parents, guardians or representatives from discussing and settling the matter with appropriate school personnel prior to the time the long-term suspension, expulsion, or mandatory reassignment takes effect.

5. If a hearing is requested within five days after receipt of the notice, the Superintendent shall recommend appointment of a hearing examiner within two school days after receipt of the hearing request. The student or the student's parent or guardian may request designation of a hearing examiner other than the hearing examiner recommended by the superintendent if notice of the request is given to the superintendent within two school days after receipt of the superintendent's recommended appointment. Upon receiving such request, the superintendent must provide one alternative hearing examiner who is not an employee of the school district or otherwise currently under contract with the school district and whose impartiality may not otherwise be reasonably questioned. The student or the student's parent or guardian must, within five school days, select a hearing examiner to conduct the hearing who was recommended, or provided as an alternative hearing examiner, and shall notify the superintendent in writing of the selection. The superintendent must appoint the selected hearing examiner upon receipt of such notice.

6. The hearing examiner must, within two school days after being appointed, give written notice to the principal, the student, and the student's parent or guardian of the time and place for the hearing.

7. The hearing shall be held within a period of five school days after appointment of the hearing examiner, but such time may be changed by the hearing examiner for good cause with consent of the parties. No hearing shall be held upon less than two school days' actual notice to the principal, the student, and the student's parent or guardian, except with the consent of all the parties.

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

9. If a hearing is requested more than five school days following the receipt of the written notice, but not more than thirty calendar days after receipt, the Superintendent shall appoint a hearing examiner. The hearing will be held according to the requirements of section 79-269. The student shall be entitled to a hearing but the consequence imposed may continue in effect pending final determination.

10. If a request for hearing is not received within thirty calendar days following the mailing or delivery of the written notice, the student shall not be entitled to a hearing.

In the event a hearing is requested, the hearing, hearing procedures, the student's rights and any appeals or judicial review permitted by law shall be governed by the applicable provisions of the Nebraska Student Discipline Act (NEB. REV. STAT. § 79-254 to 79-294).

Makeup Work for Suspended Students

Any student who is suspended must be given an opportunity to complete any classwork and homework missed during the period of suspension, including, but not limited to, examinations ("makeup work"). Any makeup work must be completed and turned in within 2 school days after completion of the suspension. This makeup guideline shall be provided to the student and a

parent or guardian at the time of suspension. Suspended students may not be required to attend the school's alternative program for expelled students in order to complete classwork or homework.

Reporting Requirement to Law Enforcement

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

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

EMERGENCY EXCLUSION

Grounds for Emergency Exclusion

Any student may be excluded from school in the following circumstances subject to the procedural provisions governing short term suspension found elsewhere in these policies or state law:

a) If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or

b) If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

Extension of Exclusion

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

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

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

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

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

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

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

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

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

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

Right to Know Issues and Nature of Testimony. The student and their parent(s) or guardian(s) have the right to request in advance of the hearing the issues which the administration will propose in support of the extension, and the general nature of the testimony of any administrative or expert witnesses.

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

Sworn or Affirmed Testimony. The principal or their designee shall present evidence supporting the recommended extension of the exclusion. Witnesses will give testimony under oath of affirmation, and may be questioned.

Hearing Examiner's Report and Recommendations. The hearing examiner shall prepare a report of their findings and recommendations, and forward the report to the superintendent.

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

DISCIPLINE FOR OFF-CAMPUS BEHAVIOR

Students may be subject to discipline for conduct that does not occur on school grounds, at a school-sponsored activity or athletic event, or in a school vehicle if such conduct causes a substantial or significant disruption to the educational process. Such discipline may include, but is not necessarily limited to: counseling of students; parent conferences; rearrangement of schedules; requirements that a student remain in school after regular hours to do additional work; restriction of extracurricular activity; requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation; in-school suspension; short-term suspension; emergency exclusion if the student's conduct presents a clear threat to the physical safety of themselves or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education; and/or any other consequence determined appropriate by the administration and allowed by law. The failure to serve or comply with the disciplinary consequences as directed will serve as grounds for further discipline, up to and including expulsion from school.

DANCES

All currently enrolled Ralston High School students in good academic and behavior standing are encouraged to attend dances held by our school. In order to maintain a safe environment for all attendees, students and their guests may be subject to drug/alcohol screening checks and/or security wands prior to entry. Students who have been suspended or have been mandatorily reassigned will be ineligible to attend dances or social functions held within the suspension/reassignment time. Additionally, at the administrator's discretion, students who have repeated disciplinary/attendance/tardy infractions may be ineligible to attend. Students who are academically at risk in the weeks leading up to a dance may be ineligible to attend. **All students and guests must present identification prior to admittance to any dance sponsored by Ralston High School.**

Outside Dates:

1. All outside dates must be registered a minimum of 3 school days prior to the dance.
2. Anyone not registered the night of the dance will not be allowed entry.
3. One outside date per RHS student.
4. If the outside date is removed from the dance, the RHS student who brought him/her will also be removed.
5. All dance attendees will follow all school rules, regardless of age.
6. Dates must be a current high school student, or a recent graduate under the age of 21.

Dress Code:

1. If a supervisor deems clothing inappropriate, the student will need to change, add clothing to what they are wearing, or be removed from the dance.

Dance Behavior:

1. If dancing is inappropriate, the student(s) involved will be asked to leave without additional warning or refund
2. All students need to make ride arrangements to be picked up at the conclusion of the dance. Any student on school grounds 30 minutes following a dance may be prohibited from attending the next school dance.

Eligibility Requirements for Dance Royalty

Seniors who are in their 4th year of high school are eligible for Homecoming or Prom royalty provided they meet the following conditions as confirmed by the administration:

1. Have been involved in at least two (2) school-sponsored activities during high school.
2. No suspensions during the current school year.
3. Seniors can be on the court for any or all dances until they have been named King or Queen.

DRESS CODE

School is a place for serious work and study and a student's dress should contribute to that environment. The responsibility for adherence to the dress and grooming of a student rests primarily with the student and their parents or guardians.

Allowable Dress & Grooming

- Students must wear clothing including both a shirt with pants or skirt, and shoes.
- Clothing must cover undergarments and waistbands
- Fabric covering all private parts (breasts, genitals, and buttocks) must not be see through.
- Upper body articles should cover the body from both shoulders to the waist. Shirt straps must be approximately one inch or wider.
- Pajamas, blankets, bathrobes, and slippers are not to be worn during school.
- Clothing that has the potential to create a safety or health risk: chains, dog collars, or sharp objects are not to be worn to school or during activities.
- Headwear must allow the face to be visible and not interfere with the line of sight to any student or staff. Hoodies are not allowed. Any headwear must allow the student's face and ears to be visible to staff.
- Clothing must be suitable for all scheduled classroom activities including physical education, science labs, woodshop, and other activities where unique hazards exist.
- Clothing may not depict, advertise or advocate the use of alcohol, tobacco, marijuana or other controlled substances.
- Clothing may not depict pornography, nudity or sexual acts.
- Clothing may not use or depict hate speech targeting groups based on race, ethnicity, gender, sexual orientation, gender identity, religious affiliation or any other protected groups.
- Clothing cannot be gang-affiliated.
- If the student's attire or grooming threatens the health or safety of any other person, then discipline for dress or grooming violations should be consistent with discipline policies for similar violations.

ELECTRONIC DEVICES

Our primary concern is the academic success of students since the misuse of electronic devices can interfere with student learning. We also understand the need for parents to occasionally contact their student; however, it is best to call the office and a note will be sent to the student. **Students are not allowed to check their device or respond to parent contacts during class time. Students are not allowed to have headphones in their ears during class time, as it distracts from learning and teaching. Students will be required to keep all non-school issued electronic devices turned off and in backpacks or turned into the phone lockbox in the classroom upon entering. Students may not keep phones on their desks, in their pockets, or on their laps. Phones can be used inappropriately as tools for cheating, and this ensures all students have a fair and equitable experience.** The following rules will govern the use of electronic devices at the high school:

1. Students must follow the school electronic policy as stated above. Staff may confiscate electronic devices and or headphones if students fail to comply with those expectations. Students who refuse to turn their electronic devices over to the teacher will be sent to the administrator's office and a parent will be contacted.
2. Electronic devices may be used before and after school, during lunch, and during passing periods.
3. Electronic devices may NOT be used in the theater, when guest speakers are presenting, during school assemblies or other times as announced.

4. Students must discontinue use of any electronic device when so instructed by any staff member at any time during the school day;
5. Electronic devices that are confiscated by staff will be returned to the student at the end of the class period.
6. The taking, disseminating, transferring, or sharing of obscene, pornographic, lewd, or otherwise illegal images or photographs, whether by electronic data transfer or otherwise (commonly called texting, sexting, emailing, etc.) may constitute a crime under state and/or federal law. Any person engaged in these activities while on school grounds, in a school vehicle or at a school activity will be subject to the disciplinary procedures of the student code of conduct. Any student found to be in possession of obscene, pornographic, lewd, or otherwise illegal images or photographs will be promptly referred to law enforcement and/or other state or federal agencies, which may result in arrest, criminal prosecution and possible inclusion on sex offender registries.

Student 1:1 Chromebook. Please refer to the Ralston Public Schools Chromebook Usage Handbook. The complete Ralston Public Schools Chromebook usage handbook can be found on page 87. Personal laptops or tablets are not permitted during the school day as all students have been provided with a school-issued device.

EXPECTATIONS OF COMPLIANCE

It is the expectation that all students follow the explicit directives of the school staff. Any student who willfully disregards directives is subject to disciplinary action.

It is also the expectation that students will engage respectfully and answer direct questions from staff members. Students who fail to properly identify themselves to staff members when asked are demonstrating noncompliance.

Students who ignore directives or are non-compliant will be subject to consequences up to and including mandatory reassignment from Ralston High School.

FIGHTING

Fighting (verbal or physical) or instigating a fight will not be tolerated. Being involved in a fight may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

FIRE AND DISASTER DRILLS

We at Ralston High School take the safety and security of our students and staff very seriously. As a result, we have instituted a safety plan that we feel will be very beneficial in the event that an emergency situation would occur at any of our schools. Included below, you will find a web link for the safety system referred to as the Standard Response Protocol or SRP. The SRP system has been incorporated into several school districts in the Omaha Metro area. Currently all Sarpy County schools have implemented some form of SRP into their current safety plans as well as some Douglas County schools.

At RHS we will practice evacuation drills, sheltering in place drills, and lockdown/lockout drills over the course of the school year. We provide this information to you so you have knowledge of our plan and have an idea of how our school will respond in the case of an emergency.

We also have included a listing of our reunification site in case we would need to evacuate RHS. While we hope that these plans will not have to be used, we will continue as a school to prepare as best we can for an emergency event.

Reunification Plan for Ralston High School

In the event of an emergency that would require the evacuation, RHS students and staff would report to the reunification sites listed below. If an emergency were to occur we would attempt to communicate with our parents through the use of our mass call/email/text program to provide updates along with instructions on how best to help us navigate the emergency. We will need to account for each student during the time of reunification, please prepare yourself mentally that there will be a check-out procedure for each student that we will run as efficiently as possible. While we hope that we will never have to use this reunification plan, we feel that preparation is the key to best managing an emergency event.

Ralston High School - Liberty First Credit Union Arena at 7300 Q Street.

FIREWORKS, SMOKE BOMBS, ETC.

The school will have a zero-tolerance level for any fireworks, smoke bombs, or any other such disruptive products. Any such offense may result in consequences including, but not limited to suspension and/or recommendation for reassignment/expulsion, and law enforcement being involved.

FOOD AND BEVERAGE

Food and drink may not be taken out of the cafeteria without a pass. Pre-packaged food and bottled water may be allowed in classrooms and carpeted areas at the teacher's discretion. Students are responsible for disposal and clean-up associated with food/drink.

Deliveries of food from local establishments to students during the school day are not allowed.

FUNDRAISING ACTIVITIES/CANDY SALES

No fundraising activities will be sponsored without the Athletics/Activities Director's consent.

HALL REGULATIONS

Students will be allowed in the halls only during passing periods or with a pass.

HARASSMENT

The school will have a zero-tolerance level for any harassment toward any student or adult. Harassment consists of verbal or physical behaviors related to a person's gender, race or sexual orientation which creates an intimidating, hostile, or offensive environment. Conduct, such as intimidation, hostility, rudeness, or name-calling can be abusive and, therefore, harassment. (Reference. Title VII,Sec. 703 Civil Rights Act of 1964 - revised Civil Rights Act of 1991)

Consequences for harassment may result in consequences up to and including reassignment/expulsion and legal authorities being involved.

BULLYING (Policy 5054)

Definition of Bullying. The Centers for Disease Control and Prevention defines bullying as "any unwanted aggressive behavior(s) by another youth or group of youths who are not siblings or current dating partners that involves an observed or perceived power imbalance and is repeated multiple times or is highly likely to be repeated." Nebraska statute defines bullying as "an ongoing pattern of physical, verbal or electronic abuse." The District's administrators are authorized to use both of these definitions to determine whether any specific situation constitutes bullying. Both of these definitions include both in-person and cyberbullying behaviors.

Bullying Prohibited. Students are prohibited from engaging in any form of bullying behavior.

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

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

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

Sexual Discrimination and Sexual Harassment of Students (Policy 5026)

I. Sex Discrimination
   A. The district prohibits discrimination on the basis of sex in any educational program or activity except when it is necessary to accomplish a specific purpose that does not impinge upon essential equality or fairness in the treatment of students or employees. Employees are required to comply with this policy as well as with Title IX of the Education Amendments of 1972 and the regulations of the U.S. Department of Education as applicable to this district.
   B. Any individual who believes they are being discriminated against on the basis of race, color, national origin, sex (including pregnancy), gender identity, gender expression, sexual orientation, religion, marital status, disability, age or any other classification protected by applicable local, state, or federal laws may seek relief by filing a complaint pursuant to the board's complaint policy or contacting the district's Title IX coordinator.

II. Sexual Harassment
   A. Students should be provided with an environment that is free from unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct constituting sexual harassment. The board of education unequivocally prohibits sexual harassment of its students, even when the affected student does not complain to the faculty or the administration.
   B. Sexual harassment is a form of misconduct that wrongfully deprives students of their dignity and the opportunity to study and be in an environment free from unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment means:
   C. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's educational opportunities or creates an intimidating, hostile or offensive learning environment.
   D. A student who feels they have been sexually harassed should directly inform the offending student that the conduct or communication is offensive and must stop. If the student does not wish to communicate directly with the offending student, or if direct communication has been ineffective, the student should report the conduct or communication to the Title IX coordinator or to a teacher, principal or counselor with whom they feel comfortable.
   E. Retaliation against students who make good faith reports of sexual harassment is prohibited.

III. Disciplinary Decisions
   A. A decision to take disciplinary action under this policy may be based on the statements of a complaining student, statements, observations of educators, or any other credible evidence.

B. All complaints against staff members will follow the investigation, decision, and appeal process established in the district's complaint policy.
C. Any student who sexually harasses another student will be subject to discipline up to and including expulsion, depending on the severity of the misconduct, as established in the district's student discipline policy.

HEALTH SERVICES AND REGULATIONS

MEDICAL

A school nurse or health aide is available at all times during the school day. If a student is not feeling well during school hours they should:

-Tell the teacher and obtain a pass to the Health Office, you must have a pass to go to the Health Office. Please do not go to the Health Office during passing periods.

-When, because of illness or injury to a student, it becomes inadvisable for the student to remain in school, a parent/guardian will be contacted by telephone and requested to come to school to pick up their student. If a parent/guardian can not be contacted, the emergency number that has been furnished to the school will be used. The person picking up the student must do so **within one hour of being contacted.**

-If parent/guardian/emergency contact can not be contacted and it is the opinion of the school officials that further medical aid is needed immediately, a rescue squad will be called, at the parents' expense, and the student will be transported to the nearest hospital.

-Under no circumstances will an ill or injured student be allowed to leave school on their own without parental permission.

FIRST AID

The school attempts to provide a safe environment for your child. First aid will be administered when appropriate. Any treatment beyond first aid is the responsibility of the parents.

IMMUNIZATIONS

Nebraska School Law (79.217-223) requires that all students be immunized against diphtheria, pertussis, tetanus, poliomyelitis, measles, rubella, mumps, Hepatitis B, and 2 doses or year of infection for Varicella **PRIOR TO ENROLLMENT.** Affidavits for religious or medical reasons are available in the school office.

All students will need to have on file at least 3 DTP, 3 Polio, and 2 doses of MMR (Measles, Mumps, and Rubella) immunizations; 3 doses of pediatric hepatitis B vaccine, or, if the alternate hepatitis B vaccination schedule is used, 2 doses of a licensed adult hepatitis B vaccine specified for adolescents 11-15 years of age, 2 doses or year of infection for varicella (chickenpox).

Kindergarten, seventh grade and all out-of-state transfer students are required to have dates on file for the following immunizations: 3 DTP, 3 Polio, 2 MMR, 3 Hepatitis B, 2 doses or year of infection for varicella (chickenpox). 7th Graders are required to have an additional Tdap booster (contains Pertussis booster).

Please review your child's records to make sure your child has obtained the needed immunizations prior to enrollment. Please check with your child's physician or contact the Douglas County Health Department for information on immunization clinics that are available (444-7213). You may also contact the school nurse if you have questions regarding the law or need assistance in getting your child's immunizations.

Nebraska School Law dictates that your child will not be able to enroll unless dates of immunizations are provided to the school at the time of enrollment.

MEDICATION

Administering Medication to Students
Whenever possible, parents should arrange medication schedules to eliminate the need for giving medication during school hours. When it is necessary for school personnel to administer medication to students, the school district will comply with the Nebraska Medication Aide Act, the requirements of Title 92, Nebraska Administrative Code, Chapter 59, (promulgated by the Nebraska Department of Education and entitled Methods of Competency Assessment of School Staff Who Administer Medication), and all state and federal regulations. Parents and guardians who wish to have their child receive medication from school personnel must comply with the following procedures:

1. Prescription medication
    a. Parents/guardians must provide a physician's written authorization for the administration of the medication.
    b. Parents/guardians must sign an Authorization for Medication form provided by the school.
    c. The medication must be brought to school by a responsible adult in the prescription container and must be properly labeled with the student's name, the physician's name, and directions for administering the medication.

2. Nonprescription/over-the-counter medication.
    a. Parents/guardians must provide a physician's written authorization for the administration of the medication. These include, but are not limited to, pain relievers, cold medicine, allergy medicine, etc..
    b. Parents/guardians must sign an Authorization for Medication form provided by the school.
    c. The medication must be brought to the school by a responsible adult in the manufacturer’s container, and will be kept in the Health Office.
    d. The container must be labeled with the child’s name and with directions for provision or administration of the medication.

The district reserves the right to review and decline requests to administer or provide medications that are not consistent with standard pharmacological references, are prescribed in doses that exceed those recommended in standard pharmacological references, or that could be taken in a manner that would eliminate the need for giving them during school hours. The district may request parental authorization to consult with the student’s physician regarding any medication prescribed by such physician.

At the end of the school year, if there is any medication leftover, a responsible adult must pick this up from the Health Office. Any medication left after the school year has completed, will be properly disposed of.

The district will not purchase, prescribe, or provide any form of medication to any student.

The district will stock and use naloxone, when necessary in accordance with policy 3051.

PHYSICAL EXAMINATIONS

The State of Nebraska requires a birth certificate and evidence of a physical examination by a qualified physician for all incoming kindergartners, seventh graders, and all out-of-state transfer students.

Kindergarten students are required to have an eye examination by a qualified medical professional prior to enrollment.

Evidence of a physical examination must be dated no more than six months prior to entrance, and must be on file prior to the first day of school. **This is a state law.**

If there is an objection to a physical examination, a refusal form must be signed and dated at the school by the parent/guardian.

CHRONIC CONDITIONS

It is the parent/guardian's responsibility to notify the school health office of any chronic conditions that students may have including, but not limited to, asthma, allergies, diabetes, heart conditions, lung conditions, or seizures. The school may require a physician's order for treatment or a signed emergency action plan to assist staff in managing these chronic conditions at school. Also very important, is to keep the school notified of any changes in the student's condition.

COMMUNICABLE DISEASES

The School District of Ralston will use the communicable disease regulations set up by the State of Nebraska and local Health Departments concerning children with communicable diseases and their attendance at school.

SUMMARY OF COMMUNICABLE DISEASES AND CONTAGIOUS CONDITIONS

Fever
Children will be sent home if they have a fever of 100 degrees or higher. Students must stay home the entire next day before returning. For example, if a student is sent home with a fever on Monday, they must stay home all of Tuesday and are able to return Wednesday.

Vomiting
Children will be sent home if they vomit due to illness. Students must stay home the entire next day before returning. For example, if a student is sent home on Monday, they must stay home all of Tuesday and are able to return Wednesday.

Chicken Pox - By direct contact and airborne spread.
Approximately 2 weeks, but may be as long as 3 weeks, after exposure a susceptible person may be expected to "break out" with their first crop of blister-like eruptions. New eruptions can be expected to continue for 3-4 days. Students will be excluded from school for 7 calendar days, starting from the time of the first eruption. Due to the degree of severity, the student may stay out of school longer. Students may be sensitive to their appearance even when they are no longer contagious, causing their absence to be longer than 7 calendar days. Secondary infections after apparent recovery may occur. Cellulitis (skin disorder) and Bacteremia (blood poisoning) are the most common kinds of secondary infections. Complications as described below with measles may also occur.

Measles - (Rubella, Red or Hard Measles) By direct contact, droplet spread and less commonly by airborne spread.

Approximately 10 days after exposure a susceptible person may develop a fever. Within 2-3 days a red blotchy rash will develop, usually starting on the face and neck and becoming generalized. A dry, hacky cough will develop at the same time. This is a serious disease. Students are excluded from school until the 7th day after the initial appearance of the rash. Parents should be cautioned not to send children back to school too soon as complications such as ear infections leading to hearing loss, decreased visual acuity, pneumonia, and encephalitis are not uncommon.

Mumps - By direct contact and droplet spread.
Approximately 18 days after exposure a susceptible person may develop a fever and swelling or

tenderness of one or more salivary glands. Students are excluded from school for 9 calendar days from the onset of swelling; complications may occur as above plus some including reproductive organs.

Rubella - By direct contact and droplet spread, may be airborne. (German or 3-day Measles) Approximately 18 days after exposure a susceptible person may suffer from a low-grade fever, headache, feeling sluggish and cold-like symptoms. Most victims will manifest a rash. Diagnosis may be difficult if a rash is not present. Students should be excluded for 5 calendar days after onset of rash. This disease is highly contagious, but usually mild.

Impetigo, Scabies, and Ringworm
To be excluded from school upon recognition. To be readmitted when there is no longer evidence of contagion, or upon a written statement from the physician or phone call from the doctor's office indicating that the condition is under treatment and no longer considered contagious.

Pediculosis - (Head lice)
To be excluded when live vermin are present. To be readmitted the morning after treatment is started. Treatment consists of lice shampoo and nit comb. Eggs must be removed prior to the child returning to school. All family members and close contacts that attend school may be inspected by the nurse.

Pinkeye
To be excluded from school upon recognition. May return with a written doctor's statement or phone call from the doctor's office after prescribed treatment or when the eye is normal in appearance.

Fifth Disease
To be excluded upon recognition. May return with a written doctor's statement or phone call from the doctor's office. Characteristically begins on the face and classically produces an intensely red "slapped cheek" appearance. A lace-like rash may appear on the trunk and upper extremities.

HOMEROOM

Each student will be assigned to a Homeroom led by a certified teacher. All students are expected to report to Homeroom. The homeroom groups will meet regularly once a week for activities that include, but are not limited to: character development and career planning curriculum, team-building activities, “housekeeping” activities such as announcements and voting (class officers, dance royalty, etc.). Attendance is required for homeroom as it would be for any other scheduled class and consequences assigned accordingly for tardies and/or failure to attend.

IDENTIFICATION CARDS

All Ralston High School students will be issued a digital ID Card (students who do not have a cell phone can be issued a physical card). The unaltered ID card will be used for student identification, activity card status, lunchroom account use, library use, and other general purposes at school and school events. These pictured cards will be issued at no cost. All ID Cards are the property of RHS and are kept by the student until the end of the school year.

All students must have the ID Card in their immediate possession when they are in school or at school events. Students must present their ID when requested to do so by a staff member. Students without an unaltered ID Card or students refusing to show an ID Card to a staff member may be referred to the office for administrative disciplinary action.

Students will be expected to show their ID at the security camera when requesting access to secured doors during the school day. Students will also be expected to use their ID in the cafeteria. Those who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so identity can be verified prior

to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

Lost physical ID cards should be reported to the main office and a replacement will be issued for a charge of $5.00.

INTERNET AND COMPUTER ACCESS (Policy 5037)

I. **Student Expectations in the Use of the Internet**

A. **Acceptable Use**

1. Students may use the Internet to conduct research assigned by teachers.
2. Students may use the Internet to conduct research for classroom projects. Students may use the Internet to gain access to information about current events.
3. Students may use the Internet to conduct research for school-related activities.
4. Students may use the Internet for appropriate educational purposes.

B. **Unacceptable Use**

1. Students shall not use school computers to gain access to material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for educational uses.
2. Students shall not engage in any illegal or inappropriate activities on school computers, including the downloading and copying of copyrighted material.
3. Students shall not use e-mail, chat rooms, instant messaging, or other forms of direct electronic communications on school computers for any unauthorized or unlawful purpose or in violation of any school policy or directive.
4. Students shall not use school computers to participate in online auctions, online gaming or mp3/mp4 sharing systems.
5. Students shall not disclose personal information, such as their name, school, address, or telephone numbers outside the school network.
6. Students shall not use school computers for commercial advertising or political advocacy of any kind without the express written permission of the system administrator.
7. Students shall not publish web pages that purport to represent the school district or the work of students at the school district without the express written permission of the system administrator.
8. Students shall not erase, rename or make unusable anyone else's computer files, programs or disks.
9. Students shall not share their passwords with fellow students, school volunteers or any other individuals, and shall not use, or try to discover, another user's password.
10. Students shall not copy, change or transfer any software or documentation provided by the school district, teachers or another student without permission from the system administrator.
11. Students shall not write, produce, generate, copy, propagate or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called, but is not limited to, a bug, virus, worm, or Trojan Horse.
12. Students shall not configure or troubleshoot computers, networks, printers or other associated equipment, except as directed by a teacher or the system administrator.
13. Students shall not take home technology equipment (hardware or software) without permission of the system administrator.
14. Students shall not forge electronic mail messages or web pages.

II. **Enforcement**

A. Methods of Enforcement

1. The district monitors all Internet communications, Internet usage and patterns of Internet usage. Students have no right of privacy to any Internet communications

or other electronic files. The computer system is owned by the school district. As with any school property, any electronic files on the system are subject to search and inspection at any time.

2. The school district uses a technology protection measure that blocks access to some Internet sites that are not in accordance with the policy of the school district. Standard use of the Internet utilizes a proxy server-based filter that screens for non-curriculum related pages.
3. Due to the nature of filtering technology, the filter may at times filter pages that are appropriate for student research. The system administrator may override the technology protection measure for the student to access a site with legitimate educational value that is wrongly blocked.
4. The school district staff will monitor students' use of the Internet through direct supervision and by monitoring Internet use history to ensure enforcement of the policy.

B. Consequences for Violation of this Policy

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

III. **Children's Online Privacy Protection Act (COPPA)**

A. The school will not allow companies to collect personal information from children under 13 for commercial purposes. The school will make reasonable efforts to disable advertising in educational computer applications.
B. This policy allows the school to act as an agent for parents in the collection of information within the school context. The school's use of student information is solely for education purposes.

POLICY 5063 AUDIO & VIDEO RECORDING

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

LEAVING SCHOOL DURING THE DAY

Students are not allowed to leave the school building during the school day unless permission has been granted from an administrator or the school nurse. Students will not be allowed to leave the school premises without permission from the parents or guardian. This permission can be granted by a phone call to an administrator or the attendance secretary. Students who leave the building without permission and return to the building will be searched and other appropriate consequences assigned.

LOCKERS

The first week of school 9th, 10th & 11th-grade students will be assigned a locker. Senior students may see the main office to request a locker. Students may **NOT** switch lockers with

another student without permission from the office. Sharing of lockers is not allowed. All lockers are the property of the school and are available to students for their use. As school property, lockers are subject to inspection/search at any time by school officials. Students should not expect privacy regarding any item placed in a locker. Students are responsible for whatever is contained in their lockers.

Students should not give locker combinations to anyone, and should not keep valuable items in a school locker. The school cannot assume any liability for loss or theft of a student's money or valuables.

LUNCH

Each Ralston High student will be provided with a 30-minute period for lunch. Students must report to and remain in one of the designated lunch areas. Students must request a pass to leave an area once they have reported to that location. No food from outside establishments is permitted in the building.

Students are expected to behave with respect, responsibility and safety in mind during the lunch period. This includes picking up their table/space. Students who leave trays/food/trash behind or otherwise cause disruption in the cafeteria will be subject to disciplinary action, up to and including mandatory reassignment from Ralston High School.

Students must have their ID Card with available funds in the account to purchase lunch, or pay with cash. Households are expected to maintain a positive school meals account. All meals are charged to each student's meal account and must be paid for. Any student with a negative meal account will not be allowed to purchase ala carte food items, such as additional entrees, bottled water, etc. Students who fail to carry their ID card when entering the cafeteria will be expected to wait at the end of the line and utilize a specified checkout station so their identity can be verified prior to funds being charged. Students who have their ID will be allowed to access the serving area first and scan their cards at checkout stations for faster service.

IDENTIMETRICS FINGER SCANNING

The Ralston Public Schools use a finger scan system to provide security for your students' meal account. All students are assumed to be eligible to participate in this system unless notified by the parent/guardian that they wish to exclude their student. All parents/guardians wishing to exclude their student from this program should contact their school secretary and request exclusion.

USDA NON DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: https://www.usda.gov/sites/default/files/documents/ad-3027.pdf, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

1. mail:
   U.S. Department of Agriculture
   Office of the Assistant Secretary for Civil Rights
   1400 Independence Avenue, SW
   Washington, D.C. 20250-9410; or
2. Fax: (833) 256-1665 or (202) 690-7442; or
3. Email: Program.Intake@usda.gov

MAKE-UP WORK DUE TO ABSENCE

It is difficult to make up all work missed due to absence or suspension since student interaction, discussion, and laboratory experiments cannot be replicated. A student may be allowed to make up all possible classroom work when an absence occurs. Students may also make up any missed tests because of absences. **It is advisable for work to be completed prior to anticipated absences.** Under typical circumstances, the student should be allowed 2 days to make up work for each day of **excused** absence. Students who are absent due to a special request during the last 3 days of a term may not be allowed to make up final tests without **advanced** administrative approval.

Students will use their 1:1 device to email teachers about their absence and request make-up work.

MAKE-UP WORK DUE TO SUSPENSION

Refer to section DISCIPLINE, STUDENT on page 19.

MEDIA CENTER / LIBRARY / COMPUTER LAB

General Information and Expectations

1. The library is open from 7:30a.m. until 3:30 p.m. when school is in session.
2. Books may be checked out for a three-week period.
3. Back issues of magazines may be checked out for a three-week period. Current magazines must be read in the library.
4. A total of 10 items can be checked out at one time.
5. Students must use their student I.D. to check out materials. Students are responsible for any late, lost, or damaged materials checked out in their name.
6. Students should not check out books for another student using their ID.
7. Students must have a pass to be in the Library during school hours, unless they are with their class or have Open Campus.
8. Food, drink, and electronic devices are only allowed in the Media Center area with advanced staff permission.
9. Computers must be used for school purposes only and for the reason assigned by the teacher. Games/social sites and personal e-mail are not permitted without advance staff permission.

NATIONAL HONOR SOCIETY

To apply for consideration for membership in National Honor Society:

1. Student must be a junior or senior with a *cumulative* GPA of 3.5 or higher.
2. Student must complete a National Honor Society resume listing at least 2 school activities.
3. Juniors must have 20 hours of approved community service turned in by mid October; Seniors, 30 hours.
4. Student must acquire validation of outstanding leadership and character on forms filled out by adult leaders.

PARKING

Students are allowed to park in the East parking lot in designated areas with a parking permit. Students are **NOT** allowed to park in the staff lot or other non-designated areas around the building.

To secure a permit for a parking space, students must show a driver's license, complete an application, and purchase a permit for $25.00. The parking permit must be visible from the aisle. The car will be ticketed if parked in a non-designated area and if the permit is not displayed. Failure to pay fines within one month may result in the parking privilege being revoked. The permit is valid only for the vehicle for which it is issued. Disregarding parking areas or willful reckless driving may result in ticketing, towing, or loss of parking privileges.

Students should keep cars locked at all times. The school cannot assume any liability for damage or theft to vehicles parked on school property.

PASSES

Passes are issued to students by staff at their discretion. In order to obtain a pass from a teacher, students must request a pass through the E-Hall pass system (either on their chromebook or a classroom-designated device). Passes are only for the intended destination (i.e. bathroom, nurse, counselor, office). Passes may be restricted based on misuse or repeated rule violations. Students found in the hallway without a valid pass from a staff member or in an unauthorized or unapproved area will be subject to disciplinary action as determined by the administration.

PERSONAL PROPERTY, STUDENTS

The school does not assume responsibility for lost or stolen personal property. A report may be filed with the school resource officer.

PHYSICAL EDUCATION, MEDICAL EXCUSES

Any student who must be excused from physical education classes for a day must secure a medical excuse form from the school nurse prior to the period to be missed. Parent/Guardian permission must be given. The student must attend the class period, but need not follow the rigorous activities for the day. Students who miss physical education classes in such fashion may lose points and/or be expected to make up the missed time.

PLAGIARISM & ACADEMIC DISHONESTY

Plagiarism is a form of copying another's work and using it as one's own. Plagiarism shall be considered an academic offense in any Ralston High School class. Any student found guilty of plagiarism shall be penalized. Penalties may include a failing grade for the assignment and other appropriate consequences.

Examples of plagiarism & Academic Dishonesty

- Copying and pasting a passage of text unchanged from an internet or online resource without citing the source.
- Copying slides from another student's PowerPoint and including them in your project.
- Copying pictures from Google Images and inserting those into your paper or project without citing the source (photographer's credit or location where the picture was found).
- Copying word-for-word from a printed resource (encyclopedia, magazine, etc.) and claiming it as your own.
- Copying an idea or format for a story or poem and claiming it as your own.
- Submitting work that was created through artificial intelligence.
- Allowing a student to copy your work or submit your work as their own.
- Cheating on a test, quiz or assignment.
- Additional instances as determined by the teacher or administrator.

POSSESSION OR USE OF TOBACCO PRODUCTS

The use or possession of any tobacco products, including cigarettes, cigars, or other tobacco or tobacco derivative products; vapor products or electronic nicotine delivery systems; alternative nicotine products;, or any other such look-alike or imitation product, is not permitted on school property at any time (Policy 3016).

Any student caught in violation of this policy may be assigned consequences up to and including mandatory reassignment from Ralston High School. Additional disciplinary action may be invoked for students involved in extracurricular activities or athletics (refer to the activities/athletic portion of the handbook).

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS (Policy 5035)

When a student is found using, possessing or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes either at school or at school related functions, whether they take place during the school day or at sporting events, dances, plays, intramurals, or retreats held outside the school day, on or off campus, the following disciplinary actions may be taken and law enforcement notified.

1. Sanctions on School Grounds or at School Events
    a. First Offense. Suspension from school for 5-19 days. Parents/Guardians, at their own expense, may choose to enroll their student in a District approved drug/alcohol education program. Legal authorities will be contacted. (79-293 Reissue 1996)
    b. Second Offense. Mandatory reassignment/expulsion. Legal authorities shall be contacted. (79-267(6), 293 Reissue 1996).

POSTERS & SIGNS

A sponsor and an administrator must approve all posters and signs before they can be displayed or distributed. Display areas are provided. ONLY painter's tape may be used to hang posters in the building.

R-KIDS

RKIDS is the school management portal for student information. Parents will be provided a username and password for their student's RKids account. Parents are encouraged to monitor their student's progress.Parent may contact the main office to set up an RKIDS account to access students' grades, assignments, and attendance.

RESTROOM EXPECTATIONS

Stalls are for single use only and may not be occupied by more than one person at a time. In order to ensure safety and proper use of the restrooms, there is a maximum of 6 people in a restroom, with the understanding that others need to use the facility, which should not be used for eating, drinking, or socializing. Food and drink are NOT permitted in the bathroom. Cell phone usage is not permitted in the restroom.

SCHEDULE CHANGE AND WITHDRAWAL FROM CLASS

Due to the time spent with the Individual Learning Plans and the focus spent on planning for a career, along with the commitments to hiring and resources being based on students' course requests, there are only a few ways a schedule will be changed: if there is an irresolvable conflict caused by the master schedule; if there was an "F" in the specific curriculum area on the previous report card; if a student picks up an approved class from Metro, UNO, or an internship; if the student is scheduled into a course for which credit was previously earned; if a course has been scheduled out of sequence (ex. French 2 before French 1); if a Senior is missing a class required for graduation. These changes *should* be made in advance of the start of the semester, but must otherwise be made within the first TWO DAYS of the semester .

Students' schedules will not be changed to secure a late start/early release or to leave early for work; to request a specific teacher; drop a semester/year long course prior to completion; to request a specific lunch period; to match a friend's schedule; drop a course that was requested to improve GPA and/or take a different course to raise GPA; drop a course to sign up for an online class instead; or drop a course that was requested because the student no longer "needs" the credit or has "lost interest" (students are encouraged to take a full load of classes to earn more than the minimum 240 credits required for graduation). Any requests for such schedule changes need to be directed to the counseling department prior to August 1.

After the second day of class, consideration will be given only to students who are academically misplaced. In rare circumstances during a semester, a parent may wish to withdraw their student from a class against the educational recommendations of the high school counseling staff and administration. These students will be dropped with a "WF" for the semester that counts against the student's grade point average.

Searches

School representatives may search students, lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause. This includes but is not limited to, clothes, book bags, purses, books, and gym bags. A metal-detecting wand may also be implemented.

SECURITY AND SAFETY

The Ralston High School administration and staff take building security very seriously. To ensure that our building is as safe as possible, the following behaviors and actions will not be tolerated:

- Propping open external doors
- Letting people into the building by opening a door - all students who arrive after the start of the school day, as well as all visitors to the building, are expected to enter through the front security entrance. Any student who lets another person (whether it be a student or visitor) into the building by bypassing this system is in direct violation and will face disciplinary action
- Using non-approved exits from the building for open campus privileges
- Concealing or restricting one's appearance with hoods, non-medical face coverings, etc
- Students who are in unsupervised areas that are not intended to be occupied
- Other behaviors or actions that could potentially compromise the integrity of the building's safety

Violations could result in consequences up to and including mandatory reassignment from Ralston High School.

SIXTH GRADE OUTDOOR EDUCATION COUNSELOR

Students may be ineligible to participate in the Outdoor Education experience if, during the present or previous semester, they were suspended. Attendance and academics must be in good standing.

SKATEBOARDS, BICYCLES AND "HEELYS"

Skateboards are not permitted in the building. Students who bring skateboards to school will be required to check them into the office or store them in their locker immediately upon arrival. Skateboards are not allowed to be ridden outside on the sidewalk or in the parking lot.

Bicycles are to be left outside and locked up on the bike rack. It is the student's responsibility to provide a lock and to lock the bike up.

Heelys or other wheeled shoes are not permitted.

TELEPHONES

There is a dedicated phone for student use in the counseling office.

TESTING POLICY OF RALSTON PUBLIC SCHOOLS (Policy 6004)

Ralston Public School follows the required state guidelines for standardized testing. The Board of Education shall receive an annual written report consisting of the results of all components of the school system performance program including, but not limited to, standardized norm-referenced assessments, criterion-referenced assessments, student performance, school system demographics, financial information, follow-up studies of graduates, and learning climate surveys. These reports shall be made available to all patrons of the district.

Copies of the most recent standardized and criterion-referenced tests used in the district will be available for parental/guardian review. Requests should be made to the building principal. In the case of secure tests, such as the ACT, parents/guardians must contact the publisher.

1. Parents/guardians may obtain individual test results of their child by contacting the teacher or building principal.
2. Building principals will excuse a student from specific tests through a written request by the student's parents/guardians when they object on political, moral, or religious grounds.

Parents may opt their student(s) out of mandated assessments. To opt out of a state mandated assessment a parent/guardian must provide a written notification to the school principal prior to the beginning of the assessment window.

THEFT

Any theft or attempted theft of school, student, or school employee property that occurs on school grounds or at a school activity may result in consequences including, but not limited to suspension and/or recommendation for reassignment or expulsion. Legal authorities will be contacted.

TRANSFER OR WITHDRAWAL FROM SCHOOL

If a student moves to another city, transfers to another school, or withdraws, they must obtain a withdrawal slip from the office. All textbooks and other materials belonging to the school must be checked in and fees paid before the student is released. School files or records concerning a student will be provided at no charge, upon request of the principal, to any public or private school to which the student transfers.

VENDING MACHINES

Vending machines are placed in the building for students' convenience. **Ralston High School is not responsible** in any way for the machines' malfunctions. Students are expected to dispose of containers and wrappers in the waste receptacles provided. There are no refunds given on machine malfunctions. Vending machines are available before 7:58 and after 3:15 each day.

WEAPONS & FIREARMS (Policy 5049)

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

Firearms. No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy. ***Definition of Firearm.*** The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

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

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

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

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

ACADEMIC WIN TIME

This time is designated for intervention and extension for student learning. Students who are identified by their teachers/staff needing academic or social emotional intervention will be assigned to those sections. Students who are not assigned for intervention will be able to select sessions, extensions or study halls. Students must attend WIN time.

ACTIVITIES AND ATHLETICS

Extracurricular Activity Philosophy

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens. Students who participate in extracurricular activities are subject to the rules, regulations, and stipulations in the entire student handbook. Students who violate the student handbook and/or the law of the state of Nebraska are subject to consequences up to and including not being allowed to participate in extracurricular activities.

ATHLETIC and ACTIVITY OFFERINGS

- **Fall Sports:** Volleyball*, Football*, Softball*, Boys Tennis*, Boys and Girls Cross Country*, Girls Golf*, Unified Bowling*
- **Winter Sports:** Boys and Girls Basketball*, Boys and Girls Wrestling*, Boys and Girls Swim and Dive.*

- **Spring Sports:** Baseball*, Boys and Girls Soccer*, Girls Tennis*, Boys Golf*, Boys and Girls Track.*
- **Clubs and Activities:** Art Club, Cheerleading, Dance, Class Officers, Color Guard, Debate*, DECA, Drama, FCA, FCCLA,, Green Club, HOSA, Instrumental Music*, NHS, Speech*, Student Council/Rambassadors, Thespians, Vocal Music*, Yearbook, Educators Rising, Skills USA, E-Sports, RAMclucity.

Note: Sports and activities with a * are NSAA sanctioned activities and are subject to the by-laws of the NSAA. The NSAA bylaws can be found at nsaahome.org. Club offerings can change depending on participation numbers and other factors.

ACTIVITY TICKETS

Any Ralston Student can purchase an activity ticket that will allow admission into all home athletic events with the exception of conference and/or district tournaments. All students who participate in extracurricular activities must purchase a Student Activity Ticket. These cards are not transferable and refunds will not be made. Students abusing the use of these cards may lose their privileges. Lost cards should be reported to the office and a new one will be issued for a charge of $5.00. The cost of a card is $50.00 per year. The $50 activity fee can be waived for students who are on the free and/or reduced lunch program. Students who wish to waive this fee must have the proper paperwork on file in the Principal's office.

ATHLETIC PARTICIPATION

Any student going out for athletics at Ralston High School will check out through the Athletic/Activities Director's office. In order to participate in athletics, the athlete must have on file in the Athletic/Activities Director's office, the following:

1. Completed Physical Form*
2. NSAA Student / Parent Consent Form (completed during student/parent verification).
3. Student Activity Ticket purchased
4. Completed Student Handbook Signature Form (completed during student and parent verification).
5. Ralston athletes must participate in the concussion baseline program.
6. Complete paperwork from the Athletic Trainer's office.

An athlete will check out a lock from the coaching staff for use in the school locker rooms.

All athletes must have all equipment from other sports turned in before participating in the next sport.

STUDENT ELIGIBILITY

Ralston High School adheres to the policies of the Nebraska State Activities Association (NSAA) in relation to student eligibility for NSAA sanctioned sports and activities. Those requirements are listed below with references to where the requirement can be found in the NSAA activity by laws.

In order to represent a Nebraska High School in interscholastic activities competition, a student must abide by the eligibility rules of the Nebraska School Activities Association. A summary of the major rules is given below. Contact the principal or activities director for an explanation of the complete rule.

2.2.1 Student must be a bonafide student of their member school and have not graduated from any high school. 2.2.2 After a student's initial enrollment in grade nine, they shall be ineligible after eight semesters of school membership beginning with their enrollment in grade nine. 2.3 Student is ineligible if nineteen years of age before August 1 of the current school year. (Students in grades 7 or 8 may participate on a high school team if they were 15 years of age prior to August 1 of the current school year.) 2.4.1 Student must be enrolled in some high school on or before the eleventh school day of the current semester. 2.5.1 Student must be continually enrolled in at least twenty credit hours per semester and regular in attendance, in accordance with the school's

attendance policy at the school they wish to represent in interscholastic competition. 2.5.2 Student must have been enrolled and received twenty hours of credit in school the immediate preceding semester. 2.6.2.1 Guardianship does not fulfill the definition of a legal parent. If a guardian has been appointed for a student, the student is eligible in the school district where their legal parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Executive Director for review and a ruling. 2.6.3 A student entering grade nine for the first time after being promoted from grade eight of a two-year junior high, or a three-year middle school, or entering a high school for the first time after being promoted to grade ten from a three-year junior high school is eligible. After a student makes an initial choice of high schools, any subsequent transfer, unless there has been a change of domicile by their parents, shall render the student ineligible for ninety school days. If a student has participated on a high school team at any level as a seventh, eighth, or ninth grade student, they have established their eligibility at the high school where they participated. If the student elects to attend another high school upon entering ninth or tenth grade, they shall be ineligible for ninety school days. Student eligibility related to domicile can be attained in the following manners: 2.6.9.1 If the change in domicile by the parents occurs during a school year, the student may remain at the school they are attending and be eligible until the end of the school year or transfer to a high school located in the school district where the parents established their domicile and be eligible. 2.6.9.2 If the domicile is changed during the summer months and the student is in grade twelve and the student has attended the high school for two or more years, the student may remain at the high school they have been attending and retain eligibility. 2.6.9.3 If a student elects to remain at the high school where they initially enrolled after being promoted from grade eight of a middle or junior high school, or grade nine of a junior high school, they are eligible at that school, or are eligible at a high school located within the school district in which the parents established their domicile. 2.6.10 If the legal parents of a student change their domicile from one school district that has a high school to another school district that has a high school, the student shall be eligible immediately in the school district where the parents established their domicile. 2.7.7 Nebraska transfer students whose name appears on the NSAA transfer list prior to May 1 shall be eligible immediately in the fall. Those students whose name does NOT appear on the NSAA transfer list prior to May 1 shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 2.7.8 Nebraska transfer students must have signed and delivered all forms necessary to make such a transfer to the school in which they intend to enroll for the 2024-25 school year prior to May 1, 2024; for the student to be eligible. The school to which the transfer is being made must have notified the NSAA office via an NSAA online transfer form, no later than May 1, 2024. The student would become ineligible for ninety school days the next fall if the student were to change their mind and decide not to transfer. If such student were to transfer to the new school, but later decides to return to their former district before 90 school days have elapsed, such student will be ineligible in the former district for 90 school days, with the ineligibility period commencing at the start of the fall semester. Those students who did not have their enrollment forms signed, delivered and accepted prior to May 1, 2023, shall be ineligible for ninety school days, with such transfers being subject to hardship waiver guidelines. 3.5 / 3.1 Once the season of a sport begins, a student shall participate in practices and compete only in athletic contests/meets in that sport, which are scheduled by their school. Any other competition will render the student ineligible for a portion of, or all of, the season in the sport. The season of a sport begins with the first date of practice as permitted by NSAA rules. 3.5.1 During the season of a particular sport, athletes participating in that sport for a high school may attend, but may not physically take part, either as an individual or as a member of a team, in the sport activity in which instruction is being offered in the clinic, camp or school. *(Refer to 3.5.1.1 for exceptions in Swimming & Diving.) 3.6 A student shall not participate on an all-star team while a high school undergraduate. 3.7 A student must maintain their amateur status.

Further explanation of NSAA eligibility rules can be found at nsaahome.org. Parents/guardians and students can also contact the AD office at Ralston High School for clarification of any NSAA by-laws.

RISK OF INJURY WARNING

The purpose of this WARNING is to bring to your attention the existence of potential dangers associated with athletic and activity participation. Participation in any sport and/or activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains, and muscle strains to more serious injuries to the body,bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck, and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis, or death. Even with the best coaching, the use of the best protective equipment and the strict observance of guidelines, injuries are still a possibility.

It is understood that if an Inhaler/EpiPen needs to be accessible, it will be the student's responsibility to provide a separate Inhaler/EpiPen which will be kept with the coach's first aid supplies or training staff until the end of that sports season.

Academics and Activities

Students who are involved in NSAA sports and/or activities are subject to academic participation rules. In addition to requirements by the NSAA, Ralston High School has established the following academic and behavior requirements for students involved in NSAA sports and activities (Other clubs and activities may also adopt these rules for participation).

Grade reports are received weekly by the AD office. Students who are currently in an NSAA sport or activity will be notified that they are failing one class.

Students who are failing any two classes will be notified that they are on academic probation.

Students who are failing any two classes for two consecutive weeks will be notified that they are ineligible to participate in any contests or events until the student is passing at least one of those classes. Once the student is not failing more than one class the student is immediately eligible. The failing classes do not have to be the same classes. For example, if a student is failing math and science one week, and then government and science the next week, they still fall under the rule for failing two classes for two consecutive weeks.

Students who are failing three or more classes at the time of any grade report will be notified that they are ineligible the following week unless they are passing those classes, or on a teacher and AD approved plan.

Coaches will be aware of student attendance. Students who skip (absent unexcused) a class or classes cannot practice or participate in any event that same day. Students who have excessive unexcused absences or tardies are subject to team discipline by the coach/sponsor and may also be subject to discipline from the AD office that includes but is not limited to attending the activities study hall, being held out of practice(s), and/or not being allowed to participate in games or events.

All students who participate in activities and or sports are subject to the student handbook. Any office referrals or other disciplinary action during the school day can also affect a student's status with the team or activity that the student participates in.

Students who are declared ineligible for academic or attendance reasons will be notified as will their parent or guardian.

CODE OF CONDUCT

The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, vocal music, band, speech, drama, FCCLA, Spanish Club, Art Club, Student Council, National Honor Society, DECA, HOSA, Green Club, Math Club, French Club, ACADEC, class officers, FCA, Color Guard, Thespians, Robotics and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on and off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension. Students who are under an expulsion that continues into the next school year will not be allowed to participate in summer workouts and/or other activities connected to the school during the summer months.

Grounds for Extracurricular Activity Discipline. Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been established to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.

2. Use of violence, force, coercion, threat, intimidation, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.

3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.

5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.

6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.

7. Selling, using, possessing or dispensing alcohol, tobacco, narcotics, drugs, a controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. (Note: Refer to "Drug and Alcohol Violations" for further information).

8. Public indecency.

9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.

10. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events;

11. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.

12. Repeated violation of any of the school rules.

13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.

14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for those students riding Ralston Public School buses or vehicles used for activity purposes.

17. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.

18. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.

19. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.

20. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations by written handouts or posting on bulletin boards prior to the violation of the rule or regulation.

21. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

REGULAR SCHOOL ATTENDANCE

Students who participate in clubs, activities, and athletics are expected to have a good attendance record at school. Unexcused absences from school and classes, and/or excessive tardies, and/or lunch skips may lead to consequences in relation to participation in extracurricular activities. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and possible removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director in consultation with the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students are expected to attend practices, meetings, events, and other activities related to their particular extracurricular activity. Each coach and sponsor will have attendance policies and participants are subject to those policies.

ABSENCE AND ACTIVITY PARTICIPATION

Students may not participate in a school activity or practice unless they have been in attendance for periods 3, 4, and 5 unless excused in advance for that school day by a parent and/or approved by an administrator. Some students may have "free periods" and those do not count against attendance in regard to activities. Any student unexcused for any part of the school day who is also a member of an extracurricular activity, club, or team will not be allowed to participate in the activity, club, or team performance or practice with their team that day without approval from an administrator.

ACTIVITIES, CONFLICT IN SCHEDULING

If a student is involved in 2 different school activities and if each activity has an event scheduled for the same time, then the student must choose the event in which to participate. This decision should be made after the student has consulted parents/guardians and the sponsors involved.

If one of the events is a state or district event, the student may be expected to participate in the state or district event.

BEHAVIOR IN SCHOOL

Students who participate in clubs, activities, and athletics, are expected to behave in school. Any student suspended from school is prohibited from participating in or attending any extracurricular activity or practice until the suspension is over. The student is also subject to additional consequences in relation to extracurricular activities. The participant may also be subject to consequences of the coach or sponsor per their expectations.

Poor behavior at school can lead to consequences in relation to extracurricular activities. Poor behavior may be just a single event or a series of events where a student has accumulated a number of referrals and/or demerits. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation for a specific period, removal from the team or activity, and/or suspension from attending or participating in extracurricular activities for up to one year. The previous list is not all-inclusive and is in addition to the policies of the coach or sponsor. Decisions on consequences will be made by the activities director, in consultation with the high school administration and the coach or sponsor. A parent/guardian will be informed of decisions regarding consequences related to extracurricular activities.

Students who participate in extracurricular activities are subject to the stipulations in the entire student handbook when participating in or attending any school event.

BEHAVIOR AT EXTRACURRICULAR EVENTS

Student participants in extracurricular activities are expected to follow the ideals of being respectful, being responsible, and being safe at all home and away events. Students and/or participants are expected to display good sportsmanship and respect opponents, officials, fans, and all participants. Students are subject to stipulations in the entire student handbook while participating or attending school events at home or away. Violation of any part of the student handbook may result in school consequences determined by the administration and/or consequences related to activities.

DRESS FOR EVENTS

Student participants in extracurricular activities are expected to dress appropriately when traveling to and from away events. In addition to being subject to the student dress code in the student handbook, participants are subject to the dress and grooming expectations of the head coach or sponsor. The same stipulations apply to home events.

TEAM PICTURES

Team and individual pictures are taken by a professional photographer and students, parents, and/or guardians can make the appropriate arrangements for purchase (generally an order form is given to the students). The photo sessions are scheduled between the coach or sponsor and the photographer. Students not in attendance the day of the scheduled photo shoot will not appear in the pictures.

SOCIAL MEDIA

Ralston High School recognizes the importance and power of social media. There are many ways social media can enhance the experience of participants in extracurricular activities. Ralston High School encourages the positive use of social media to promote students and activities.

The misuse of social media by students who participate in extracurricular activities is subject to consequences. Examples of misuse of social media include but are not limited to the following list.

1. Making profane or disparaging remarks about another student or students, a staff member, a sponsor or coach, or someone in the community.
2. Bullying another student or students, a staff member, a sponsor or coach, or someone in the community.
3. Use of language that is profane, sexist, racist, or otherwise disparaging to a certain group of people.

4. Sending out inappropriate pictures.
5. Use of social media for purposes that are in violation of the law.
6. Any other use of social media that a reasonable person could consider harmful to someone or to a group of people.

If it is brought to the attention of the AD office that there has been misuse of social media by a participant in extracurricular activities, an investigation will ensue and decisions will be made regarding consequences in consultation with the head coach or sponsor and the high school administrative team. These consequences may include but are not limited to a warning, restricted practice time, restricted participation in events, suspension from participation, and removal from the team or activity. The previous list is not all-inclusive and are in addition to the policies of the coach or sponsor. A parent or guardian will be informed of any decision affecting a student's participation in extracurricular activities.

TOBACCO, VAPING

Per school board policy, Ralston High School is a smoke free campus. The use or possession of tobacco or vaping products by any student on campus or at any school event home or away is prohibited. The offending participant will visit with an administrator for school consequences. The student will not be able to participate in any practices or contests during any suspension, and cannot practice, attend, or participate in any event the day of the possession or use. Any student who receives consequences for vaping, tobacco use or having materials associated with vaping and/or tobacco at school or at a school event will not be allowed to practice or participate in any activities during the time period of school consequences and will be suspended for one contest and/or event in each activity the student is currently participating in. Any event missed during the school consequences will count toward the 1 event suspension. If a student is not currently in any activity the consequence will take place during the students next activity. Once the suspension is announced, the student cannot join an activity in order to fulfill the requirements of the suspension. If there are not enough competitions or events left for a student to fulfill the suspension requirement then the suspension carries over to the next season and/or activity. If a student is vaping and it is found that the vaping included the use of drugs the student is subject to the school and activity drug and alcohol procedures.

POSSESSION OR USE OF ALCOHOL AND/OR OTHER DRUGS

Student participants in extracurricular activities are subject to the student handbook and to the tobacco, drug, and alcohol policy contained therein. Students who participate in extracurricular activities are also subject to the athletic and activities portion of the handbook.

Any student who is participating in or plans to participate in any extracurricular activity and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-a-likes either at school or at school sponsored functions, whether they take place during the school day or outside the school day, on or off campus is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of 30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;

If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension even if the initial 14 days suspension has expired. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Any student who participates in any extracurricular activities and has been cited by the police for or found through investigation by school administration to have been using, in possession of, and/or under the influence of alcohol, marijuana, unauthorized prescription or OTC drugs, or other illegal drugs including paraphernalia or look-alikes off school grounds and not at a school sponsored event at any time of the year is subject to the following consequences:

Suspension from attending and participating in any RHS activity sanctioned by the NSAA for a period that equates to 30% of each activities season that the student is currently participating in. If the activity includes competitions against other schools the student is suspended from 30% of the competitions instead of 30% of the season. This suspension can be reduced to 20% of the season or 20% of competitions if the student self-reports* and upon agreement to participate in a district approved evaluation and treatment program** at the expense of the student, parent, and/or guardian;
During the length of the suspension, the student is not allowed to attend any extracurricular activity as a spectator or participant;
If the student is out of season the consequences carries over to the next extracurricular activity in which the student participates;
If there is not enough season left to complete the suspension, the consequence carries over to the next extracurricular activity in which the student participates.
The student must complete all activities affected to the satisfaction of the sponsor or coach and activities director or the suspension starts over upon the next extracurricular activity in which the student participates;
The student may not join an activity once the suspension is announced in order to fulfill the requirements of the student's suspension.

Any student who is in an activity or activities that are not an NSAA sanctioned activity will be suspended from that activity for a period of 14 days; these 14 days must include at least 2 events or competitions. If there are not two events within the 14 day suspension the student will still be required to fulfill that part of the suspension after the 14 days are over. Events do not include regular meetings. Events that qualify will be determined by the AD in conjunction with the sponsor. Students who are in an NSAA sanctioned activity and other activities will serve both suspensions.

Some activities may have additional consequences that are not listed in this handbook. Students who participate in such activities will be informed of those consequences by the activity sponsor.

Once a student has satisfied the terms of the activity suspension from NSAA sanctioned activities, from non NSAA sanctioned activities or both, the student can resume participation. If a student is not in any activity at the time of the suspension it carries over to the next activity or activities the student participates in. A student cannot join any activity once the suspension is given as a means to satisfy the suspension.

*Self-report requires that the student report the violation within 24 hours to the student's coach/sponsor or to an administrator. If there is no school within 24 hours of the violation but there is a practice or a competition the student must report the violation to the coach/sponsor or to an administrator on duty. If there is no school, practice, or competition within 24 hours of the violation the student must self-report at the next reasonable opportunity. All students are expected to be honest and forthright with school officials. In making a self-report, the student must identify the events that took place, location of the event, what conduct the student participated in and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

**The student must participate in the treatment program if recommended by the evaluation. If the student does not complete any recommended treatment program the consequence reverts to the 30% of the season or competitions length of suspension.

Procedures for Extracurricular Discipline

The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances.

2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference or by zoom. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practical. The student is responsible for cooperating in the scheduling of the meeting.

3. Notice Letter. Within five school days or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parent/guardian. The statement will describe the student's conduct violation and the discipline imposed.

4. The student and parent or guardian may follow the due process procedures.

In regard to activities that include practices for competitions, the student will be allowed to practice but must meet all attendance requirements expected of every participant. Students may not attend practice during any suspension from school.

SUBSEQUENT OFFENSES

A second offense of the drug and alcohol portion of the student handbook as it related to activities will result in a one year suspension from attending and participating in activities. A third offense and the student is suspended from attending and participating in activities until the end of the student's high school career.

DUE PROCESS

Students who participate in extracurricular activities and have their participation curtailed for violation of the code of conduct, attendance, behavior, breaking the drug and/or alcohol policy, or for any other reason have due process rights. Students who are suspended from extracurricular activities will have the reasons explained to them and their parents/guardian will be contacted with an explanation. Students held out of activities for academic reasons will have their parent/guardian contacted by their coach or sponsor or the AD. Due process for activities will consist of the following process:

1. An appeal is made to the high school Principal. The Principal will inform the student and parent or guardian of the decision within 3 school days of the appeal
2. An appeal is made to the district Superintendent. The Superintendent informs the student and parent or guardian of the decision within 3 school days of the appeal.

All appeals must be in writing and within five days after the notice of consequences to the student and parent or guardian and within 5 days of subsequent decisions by school administrators.

FACILITY USAGE / ATHLETIC LOCKERS

Students may use the physical education/athletic areas after school only if a sponsor is present. Priority for facility usage will be given to organized extracurricular activities and/or classes at Ralston High School. Use of facilities should be arranged in advance through the activities director's office. No student is to be in the physical education areas or using school facilities without supervision.

Students who participate in sports will be checked out a locker and will be provided a lock for a fee of $5. It is the athlete's responsibility to take care of the lock and locker. All clothing and equipment should be removed by the participant after each season. The Ralston School District is not responsible for lost or stolen articles or articles left in lockers after the season or school year is over. Students may not switch locks or lockers once they have been checked out without permission. Students are not to share lockers. Vandalizing or damaging school property will result in school consequences as well as consequences related to activities.

TEAM SELECTION

Head coaches and sponsors will make decisions regarding which students will be selected to participate in any given activity. The coach or sponsor will also make decisions as to what level each student will participate (freshman, reserve, junior varsity and varsity). If a coach or sponsor determines that a cut will be made, they will announce the process in advance of any tryouts. Any student who is cut from any activity will have the opportunity for an evaluation if requested. The head coach or sponsor will determine the evaluation process. Students not selected for an activity or sport will be given the opportunity to try out for another sport that season if so desired.

PLAYING TIME

The amount of playing time and/or participation in an activity is determined by the coaching staff or sponsor of that activity. Playing time and participation is determined by a number of factors and is up to the discretion of the head coach or sponsor and assistants.

EQUIPMENT AND UNIFORMS

Any equipment supplied by the school district to participants in any extracurricular activities must be returned at the end of season. Students will be issued appropriate fines for any school property not returned. Students can also be fined for the damage or loss of any equipment and/or uniforms put in their charge. All fines must be paid or equipment (including uniforms) returned before a student is allowed to participate in any other activity or, in the case of a senior, before receiving a diploma. Participants are expected to take proper care of any equipment or uniform supplied by the district.

INCLEMENT WEATHER

If school must be canceled or dismissed early because of inclement weather, practices and contests will be postponed as a rule. Occasionally, weather and road conditions clear by early afternoon, if it is determined that athletes can travel safely, a varsity practice or contest may be held with permission from the athletic director in conjunction with the Superintendent or their designee. Certified staff members are directly responsible for all students under their supervision at any school-sponsored activity. When severe weather strikes, staff members will determine what action will be in the best interest concerning safety for their students. At away events when severe weather becomes a concern, coaches/sponsors along with bus drivers will determine the best course of action to be taken. Coaches/sponsors will make every effort to keep students, school officials and parents informed of any changes or deviations from the normal routine if weather dictates that such actions are necessary.

TRANSPORTATION

The District generally will provide transportation to away events. There are occasions where students are allowed to drive. Any student who drives must have a permission slip signed by a parent or guardian on file in the activity director's office prior to the event. Students who ride with other students must also have a permission slip signed by a parent or guardian in the AD's office prior to the event. Parents wishing to pick up students from school-sponsored activities may do so at any time. However, if return transportation is being provided and the student is not returning with the school group, coaches, sponsors, or school officials must be notified. No student will be released to anyone other than their parent or guardian, or an adult designated by the parent/guardian.

INSURANCE

Ralston Public Schools provides no insurance coverage and is not responsible for any such expenses. It is the responsibility of the parents/guardians to provide adequate insurance to cover any medical expenses which may be incurred while a student is participating in a school sponsored activity. This insurance may be under a family coverage plan.

COMMUNICATION PROTOCOL

If a student and or parent has a concern the proper communication protocol will be followed:

1. Student participant meets with coach(es) to try to solve the issue;
2. If the problem still exists, the parent can email or call the coach to make an appointment for a meeting. The coach will inform the AD about the meeting and what the concern is.
3. If the student/parent still has a concern, the parent will then email or call the activities director to set up a meeting.
4. If a resolution to the issue is not obtained after meeting with the AD, the parent will call or email the Principal of the high school to meet.
5. If the situation is still not resolved, the parent can call the Central Office and request a meeting with the Superintendent or their designee.

Anonymous letters or other forms of anonymous communications involving a complaint or other issue sent to any coach or sponsor or any administrator may or may not be dealt with

depending on the subject matter of the letter. Ralston Public Schools strongly discourages the use of anonymous letters, or other forms of anonymous communication to express a complaint or other issue. The AD, Principal, Superintendent or their designee will not discuss playing time and will not talk about other players on the team.

SPECTATOR EXPECTATIONS

Ralston parents, families, and fans are expected to display good sportsmanship at home and away events. Encourage our team and your athlete, respect the opponents and their fans, accept the decisions of the officials, and accept the outcome. Fans who behave in a manner inconsistent with good sportsmanship by berating officials, making disparaging comments about anyone, or engage in behavior that may put others at harm may be asked to leave the event and could be banned and barred from Ralston Public School property. All parents/guardians, families, and fans are asked to cooperate with on-site supervisors who may include Ralston administrators, staff, and/or coaches. Law enforcement will be called if deemed necessary by on-site supervisors.

ATHLETIC AWARDS

The following is a list of the different athletic and activity awards presented to the athletes at Ralston High School:

Activities Students of the Year

An award given to two students who participated in several activities over the course of their high school career. Students are nominated and selected for the award by activity sponsors. The student must not have been suspended from the school during the year of selection and must have finished each activity in good standing.

Dozen Award

An award presented to any senior who participates in three sports a year for all four years. The student athlete must finish each sport in good standing (athletes who quit or are removed from a sport for disciplinary reasons are not eligible).

Athlete of the Year Award

An award presented to one male and one female athlete at the end of each school year who meet certain criteria in addition to showing superior athletic ability. Students are nominated by head coaches and chosen by a vote of head coaches. The criteria for the athlete of the year award include being a junior or senior, displaying superior ability in athletics, and not being suspended from sports or school during the year of selection. Other possible considerations include attendance at school, behavior at school and events, character, support of Ralston High School.

Spirit Athlete Award

Given to one male and one female athlete at the end of each school year who have demonstrated quality leadership and support of their activity and has shown support for other activities at RHS. Students are nominated and voted on by head coaches. Nominees must be seniors and cannot have had a suspension from school or extracurricular activities during the year of selection. Other considerations are attendance at school, behavior at school, character, and support of Ralston High School in general.

Lifter of the Year

Given to one male and one female athlete at the end of each school year who have demonstrated quality leadership and dedication while training in the Ralston High School weight room. Students are nominated by the weight room supervisor and/or coach, and voted on by head coaches. Nominees can be freshman, sophomore, junior or senior.

School Letters

Lettering in any school activity is based on the criteria set up by each individual head coach or sponsor. The only requirement from the AD office is that the student finish the season in good standing (the participant has not been removed from the team or quit).

Ralston Wall of Fame

Athletes recognized in the Ralston Wall of Fame must meet at least one of the following criteria:

- Win an individual or team state championship in state competition sponsored by the Nebraska Schools Activities Association;
- Be selected 1st team class A/B by either the *Omaha World-Herald* or *Lincoln Journal Star;*
- Be selected as a male/female athlete of the year
- Be selected as a male/female spirit athlete of the year;
- Set an individual school record in any activity.
- Be selected as activities student of the year.

Awards Night Ceremonies

At the discretion of the coaches/sponsors, an awards ceremony may be organized to recognize students for their achievements following their season. Coaches and parent representatives will pick a night, format, and location for this ceremony. Coaches will present letters, certificates, etc.

The dozen awards, athlete of the year awards, and spirit awards are given at the Senior or Underclass awards ceremonies.

NCAA CLEARINGHOUSE

The National Collegiate Athletic Association (NCAA) has established guidelines that Division I and II member schools must follow before awarding scholarships and granting eligibility to high school students who wish to compete as freshmen on college athletic teams after completion of high school. THE CLASS OF 200 MUST BE AWARE OF NCAA REGULATIONS! Student athletes who wish to participate in NCAA Division I or Division II sports MUST BE CERTIFIED by the NCAA initial-Eligibility Clearinghouse which will analyze your academic information to determine if you meet the NCAA initial eligibility requirements. The three steps for being certified are clearly explained online at www.ncaaclearinghouse.net.

Students who have questions should see a guidance office regarding items such as whether a college is a Division I or II institution in the sport in which they are interested. Students interested in participating in athletics at NCAA Division III colleges, or NAIA colleges should obtain the appropriate athletic guidelines that pertain to these institutions.

CONCUSSION AWARENESS

Pursuant to Nebraska Statute 71-9104 (The Nebraska Concussion Awareness Act) the following information is provided to students, parents, and/or guardians.

Heads Up: Concussion in High School and Middle School Sports A Fact Sheet for Parents

What is a concussion?

A concussion is a brain injury. concussions are caused by a bump, blow, or jolt to the head. They can range from mild to severe and can disrupt the way the brain normally works. Even a “ding” or a bump on the head can be serious.

What are the signs and symptoms of concussion?You can’t see a concussion. signs and symptoms of concussion can show up right after the injury or can take days or weeks to appear. If your child reports any symptoms of concussion, or if you notice the symptoms yourself, seek medical attention right away.

Signs Observed by Coaching Staff	Signs Reported by Athlete	Signs Observed by Parent(s)
Appears dazed or stunned	Headache	Appears dazed or stunned
Is confused about assignment	Nausea	Appears confused
Forgets plays	Balance problems or dizziness	Forgets known items
Is unsure of game, score, or opponent	Double or fuzzy vision	Is unsure of name, usual surroundings
Moves clumsily	Sensitive to light or noise	Moves clumsily
Answers questions slowly	feeling sluggish	Answers questions slowly
Loses consciousness	Feeling foggy or groggy	Loses consciousness
Show behavior or personality changes	Concentration of memory problems	Shows behavior or personality changes
Can’t recall events prior to hit on the head	Confusion	Can’t recall events prior to hit on the head
Can’t recall events after the hit on the head		Can’t recall events after the hit on the head

What should you do if you think your child has a concussion?

1. Seek medical attention right away. A health care professional will be able to decide how serious the concussion is and when it is safe for your teen to return to sports.
2. Keep your child out of play. Concussions take time to heal. Don’t let your child return to play until a health care professional says it’s OK. Athletes who return to play too soon -- when the brain is still healing -- risk a greater chance of having a second concussion. Second or later concussions can be very serious. They can cause permanent brain damage, affecting your child for a lifetime.
3. Tell all of your child’s coaches and the school athletic trainer about any recent concussion. Coaches should know if your child had a recent concussion in ANY sport. Your child’s coach may not know about a concussion your child received in another sport or activity unless you tell them. Knowing about the concussion will allow the coach to keep your child from activities that could result in another concussion.
4. Remind your child. It’s better to miss one game than the whole season.

WHEN IN DOUBT, SIT THEM OUT!

Heads Up: Concussion in High School and Middle School Sports
• A Fact Sheet for Student-Athletes

A concussion is a brain injury that:

- Is caused by a bump, blow, or jolt to the head.
- Can change the way your brain normally works.
- Can range from mild to severe.
- Can occur during practices or games in any sport.
- Can happen even if you haven't been knocked out.
- Can be serious even if you're just "dinged" or had your "bell rung"

How can I prevent a concussion?

- It's different for every sport. But there are steps you can take to protect yourself from concussion:Follow your coach's rules for safety and the rules of the sport.
- Practice good sportsmanship at all times.
- Use proper sports equipment, including personal protection equipment. In order for the equipment to protect you, it must: 1. Be appropriate for the game, position, and activity. 2. Be well maintained. 3. Properly fitted. 4. Used every time you play.

How do I know if I've had a concussion?

- You can't see a concussion, but you might notice some of the symptoms right away. Pay attention to how you are feeling after any bump, blow, or jolt to the head.
- If you notice any of the symptoms, tell your parents, coach, and school athletic trainer right away.
- Other symptoms of a concussion can show up days or weeks after the injury.
- It's best to see a healthcare professional if you think you might have a concussion. An undiagnosed concussion can affect your ability to do schoolwork, other everyday activities, as well as your athletic play. An undiagnosed concussion also raises your risk for additional, serious injury.

What are the symptoms of a concussion?

- Nausea (feeling like you might vomit)
- Balance problems or dizziness.
- Double or fuzzy vision
- Sensitivity to light or noise
- Headache
- Feeling sluggish
- Feeling foggy or groggy
- Concentration or memory problems (such as forgetting plays)
- Confusion

What should I do if I think I have a concussion?

- Tell your coaches, parents, and school athletic trainer
- Never ignore a bump,blow, or jolt to the head
- Get a medical check-up. A health care professional can tell you if you have had a concussion and when you are OK to return to play.
- Give yourself time to recover. If you have had a concussion, your brain needs time to heal. While your brain is still healing, you are much more likely to have a second concussion. Second or later concussions can cause permanent brain damage, and even death in rare cases. Severe brain damage can change your whole life.
- Tell your coaches and the school athletic trainer if one of your teammates might have a concussion.

As a reminder, always report any injury to your coach and school athletic trainer right away. It's better to miss one game than the whole season. Take care of yourself and enjoy your participation in athletics. When in doubt, sit them out!

MISCELLANEOUS RIGHTS AND RESPONSIBILITIES

ACCIDENT INSURANCE

All students are given the opportunity to participate in a group accident insurance plan provided by an independent carrier. The fee is nominal and covers an accident en route to and from school, on school grounds, during school sponsored events, and intramural and interscholastic athletics except football. All students participating in athletics are required to have accident insurance (either a family policy or the school's plan) or sign a responsibility waiver. Football insurance is available at a higher cost. The Ralston School District is not liable for injuries to students, nor can they pay the medical costs for accidents that occur in athletic contests, on school premises, at school activities, or on the way to and from school.

EXPEDITED APPEALS PROCEDURE

Effective procedures will be developed, including an expedited appeals procedure, by which concerned parents, students, teachers, and area residents will be able to directly participate in local decisions that impact programs offered under this act.

INTERROGATIONS AND SEARCHES (Policies 5022 & 3045)

School officials will respect the privacy of students pursuant to the provisions of law, and the policies of the school district.

1. Law enforcement representatives wishing to interrogate students at schools must show proper credentials.
2. Law enforcement representatives shall not interrogate a student on school premises unless it is an extraordinary matter in scope that necessitates the questioning of the student on school premises. In such a case, the principal or designated school representative shall be present during the interrogation.
3. School authorities shall make reasonable attempts to contact students' parents or guardians before interrogation is permitted.

School representatives may search lockers, personal belongings, and vehicles that students drive to school when there is reasonable cause to do so. This includes, but is not limited to, clothes, book bags, purses, books, and gym bags.

The district superintendent or designee may authorize the use of a canine trained in the detection of narcotics, explosives or any other contraband at any time.

The district superintendent or designee may authorize the use of preliminary breath tests (or alcohol sensors) on school property and/or school sponsored activities.

PARENTAL/GUARDIAN INVOLVEMENT IN EDUCATIONAL PRACTICES (Policy 5018)

The Ralston Public School District recognizes the importance of parental/guardian involvement in the education of children.

Parental/Guardian Review of Textbooks and Other Materials

The District will provide access to textbooks and other curriculum materials used in Ralston Schools.

1. Textbooks may be checked out by parents/guardians for review. Other curriculum materials, including video and audio recordings and teacher manuals, can be reviewed by parents/guardians within a time frame which does not disrupt the instructional process. Requests should be made to the teacher or the building principal.

2. If parents/guardians object to textbooks or other materials used in the district, they may file a written request with the building principal to request that these textbooks or other materials be reviewed by a committee of teachers and parents/guardians.

Parental/Guardian Attendance at Courses, Assemblies, Counseling Sessions, and Other Instructional Activities

Parents/guardians are always welcome in the buildings, but they must check in at the office at the time of arrival.

1. Parents/guardians are invited to make appointments with the teacher or building principal to attend and observe classes, assemblies, and other instructional activities.
2. School counseling service providers are bound by law to notify parents/guardians if there is a danger to the student, danger to others, or involvement in illegal activities. Parents/guardians will be notified of ongoing counseling sessions. Permission to attend counseling sessions may be granted to parents/guardians by the principal after consultation with the student's counselor.

Parental/Guardian Option to Remove From Classroom Instruction and Other School Experiences

Building principals may excuse a student from specific classroom instruction and other school experiences through a written request by the student's parents/guardians when they object on political, moral or religious grounds. Alternative assignments of comparable effort may be provided for the student by the school.

Parental/Guardian Access to Student Records (Policy 5016)

Parents/Guardians may review their child's files and records at any time. The building principal is responsible for maintaining and protecting the privacy of such files. Outside agencies, such as, but not limited to, physicians, probation officers, psychologists, child guidance clinics, and other reputable agencies who are working with the child, may access these files with parental/guardian consent or by court order.

Parental/Guardian Notification of Student Surveys

All internal surveys which are intended to gather information from students in the district will be approved by the building principal prior to being made available to students. Student participation in surveys is voluntary.

All surveys from external sources will be approved by the Superintendent. Student participation in surveys is voluntary. Parents/guardians will be notified in writing prior to school district participation in surveys by students and may restrict their child from participating in any survey through written request. (Legal reference: 79-531, 79-532)

Routine Directory Information (Policy 5017)

The school district shall disclose the following as routine directory information pertaining to any past, present or future student who is, has been, or will be regularly enrolled in the district.

- Name and grade
- Name of parent and/or guardian
- Address
- Telephone number, including the student's cell phone number
- E-mail address
- Date and place of birth
- Dates of attendance
- The image or likeness of students in pictures, videotape, film or other medium
- Major field of study
- Participation in activities and sports
- Degrees and awards received
- Social media usernames or handles
- Weight and height of members of athletic teams

- Most recent previous school attended
- Certain class work which may be published onto the Internet
- Classroom assignment and/or home room teacher
- Student ID number, use ID, or other unique personal identifier used by the student for purposes of accessing or communicating in electronic systems, but only if the identifier cannot be used to gain access to education records except when used in conjunction with one or more factors that authenticate the user's identity, such as personal identification number (PIN), password, or other factor known or possessed only the authorized user.

Directory information does not include a student's social security number.

Upon request, the district will provide military recruiters and institutions of higher education with the names, addresses and telephone listings of high school students unless a student's parents have notified the district that they do not want this information disclosed without their prior written consent.

The district will notify parents and guardians each year of their rights under this policy and the Family Educational Rights and Privacy Act (FERPA). Parents will be given the opportunity to prevent the release of this directory information by filing a written objection with the district.

Any student who is 18 years of age or older should communicate to the district office if they do not want this information disclosed without their prior written consent.

VISITORS TO SCHOOL

The Board of Education and staff of the District welcome visits to the schools. Such visitations will be governed by those rules and regulations established by the district to provide a safe environment.

I. In accordance with building and District safety procedures, parents/guardians, students, and others may visit schools. These visits shall be in compliance with all building and District safety guidelines. The principal or appropriate Central Office administrator authorizing the visits shall consider the following
    A. Disruption to the educational environment;
    B. Distraction to students and staff;
    C. Confidentiality for students and staff;
    D. Safety of students and staff.

II. Parent/Guardians
    A. Parents wishing to attend and monitor courses, counseling sessions, and other instructional activities, must obtain prior approval of the appropriate teacher, counselor, or administrator as defined by the building handbook.
    B. Parents attending or monitoring courses with prior approval who, by their conduct or presence, interfere with the educational process or constitute an interference with school purposes, will be asked to leave.
    C. Parents attending building assemblies, building activities, classroom activities/parties during school hours will sign in at the office in accordance with building procedures.
    D. Unless otherwise restricted by law or court order, parents/guardians may visit their child's class.
    E. All visitors will report to the school office.

III. Visitation by Students
    A. Visits by students from other school districts or buildings must be cleared through the building principal. If approval is given, a visitor's pass will be issued.
    B. Children below legal school age wishing to visit the school must be accompanied by their parent or guardian
    C. Non-students (graduates, etc.) will not be allowed to visit in a building without special permission from the building principal.

IV. Program Visitation

A. Persons wishing to visit schools for the purpose of viewing new programs, organizational patterns, facilities, etc. must obtain clearance from the appropriate Central Office administrator.

STUDENT FEES, FINES AND CHARGES

PART ONE:

The district's general policy is to provide for instruction in accordance with the Nebraska State Constitution. The district offers some activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction and as such may require additional expenditures which are properly borne by students as a separate charge. Such charges shall be kept to a minimum to maintain the activity, program or service. Students qualifying under part 3 of this policy may receive a fee waiver. No fees, materials, specialized or non-specialized attire or equipment shall be required of students except as expressly permitted below.

A. Extracurricular activities and spectator events: A fee will be charged for participation in extracurricular activities and to spectators of extracurricular activities. Each school building shall annually submit its extracurricular fee list to the District for approval and publication in that school's handbook.

1. Fees may be charged for participation in extracurricular activities. Extracurricular activities are those activities or organizations where student participation is voluntary and does not count toward graduation or advancement between grades.
2. Schools may require students to furnish specialized equipment and attire, or pay a reasonable fee for use of district owned equipment and attire, for participation in extracurricular activities including such activities as extracurricular music.
3. Clubs, teams and organizations for which there may be a fee required for participation may also, as a club, team or organization, decide to make purchases, and may fundraiser and/or seek donations according to district policy to assist in the funding of such purchases, which may include, but are not limited to, apparel and trips. The decision of an organization to require members to participate in fundraising or otherwise fund purchases is not a fee charged by the District.
4. Fees may be charged for admission to activities and events which occur at the facilities of Ralston Public Schools and for transportation to and from activities and events which occur at other schools, when those activities do not count toward graduation or advancement between grades and when student participation is voluntary.
5. A school may sell an activity ticket that admits students to activities and events that do not count toward graduation or advancement between grades.
6. Field trip fees may only be charged if participation by the student is voluntary and it does not relate to the required curriculum or if the field trip occurs after school hours and does not count toward school attendance.

B. Minor personal consumable items: The district may require students to be responsible for the purchase of minor consumable items that are used by the student for extracurricular activities. The District will establish a master list of those items, which are considered minor personal consumable items, which may be required. Each school building shall choose those items on the list, which it will require of students attending the school. No item, which is not on the District's master list, will be required. Each school shall annually submit its list of required personal consumable items to the district for approval and publication in that school's handbook.

C. School Store: The District authorizes the operation of school stores in which students may purchase food, beverages and personal or consumable items. A school store need not have a permanent physical presence and may provide order forms for students to voluntarily purchase items from the school or another vendor. School stores may stock required personal and

consumable items and make such items available to students for voluntary purchase. Schools may not require students to purchase an item directly from the school store.

D. Clothing: In addition to school guidelines about general appropriateness of attire, school buildings may require students to furnish and wear non-specialized clothing meeting general guidelines for the specified courses and activities, if the guidelines are reasonably related to the course. Each school's clothing guidelines shall be submitted to the District for approval and publication into the student handbook.

E. Musical Instruments: Students who take an elective band course shall be required to supply their own instrument or rent an instrument except those students who qualify under part 3 of this policy. For those students qualifying under part 3 the District shall not be required to provide for the use of a particular type of musical instrument for any student. The District shall supply the music for such courses.

1. Personal supplies related to musical instruments including, but not limited to, items such as reeds, cork lubricant, pipe cleaners, cleaning cloths and other supplies of general upkeep and considered personal consumable items shall be the responsibility of the student.
2. Schools may require students to furnish their own musical instruments, stands, music and specialized attire for participation in extracurricular music organizations and activities.

F. Lost or damaged school property: A school may require a student to reimburse the school district for repair or replacement of school district property, which is entrusted to the student and is lost or damaged, as well as property of the district damaged through the acts of a student. The Board of Education authorizes assessment of fines for damaged, lost or overdue books purchased by the district and loaned to students free of charge.

G. Donations: The District may request donations of money, materials, equipment or attire to help defray costs of educational programs. The request for donations will clearly indicate the request as a donation and not a requirement.

H. Parking: Students may be required to pay to park their cars on school property. The district shall annually determine the amount to be charged for parking and publish it in the student handbook.

I. Yearbook, class rings and other optional purchases: Students may be charged for the purchase of items such as yearbooks, class rings, class sweatshirts, graduation announcements and other such voluntary purchases.

J. Graduation attire: Students may be required to pay the necessary fee to cover the cost of graduation attire required to participate in graduation ceremonies.

K. Food: Students may be charged a fee for the purchase of breakfast and/or lunch. Students may be charged for the cost of food, beverages, and the like that students purchase from a school store, a vending machine, a booster club or similar sources. Students may be required to bring money or food for field trip lunches and similar activities.

L. Summer school: The District may annually set fees for student participation in classes offered during the summer. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

M. Night school/Adult education: The District may annually set fees for student participation in classes offered to students taking classes through the district's night school/adult education

program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund.

N. Post-Secondary education costs: A student may be charged the actual tuition and fees associated with obtaining credits from a post-secondary educational institution when a student receives both high school credit and post-secondary education credit from a course being taken as part of an approved accelerated or differentiated curriculum program. Any and all fees collected pursuant to this subsection shall be deposited into, and expended from, the Student Fee Fund unless paid directly to the post-secondary educational institution.

O. Student files and records: Fees may be charged for copies of student files or records. Parents of students have the right to inspect and review the student's file or records without the payment of a fee, and no fee shall be charged to search for or retrieve any student's files or records.

P. Materials required for course projects: The district will provide students with the materials necessary to complete all basic curricular projects. In courses where students choose to produce a project that requires materials beyond the basic materials provided by the district, the students will furnish the materials, purchase materials from the school, or purchase the materials from an outside vendor with an order form provided by the school.

PART TWO:
Student Fee Fund
Fees that are charged to students pursuant to PART ONE, subsections A.1, A.2, L, M, and N shall be deposited into the Student Fee Fund and expended for the purpose for which they were collected from students.

PART THREE:
Waiver of Student Fees
Fees that are charged pursuant to PART ONE, subsections A and E shall be waived for students who qualify for participation in the free or reduced-price lunch program under United States Department of Agriculture child nutrition programs. Actual participation in the free and reduced-price lunch program is not required to qualify for waivers in this section. All students shall be provided forms at the beginning of each school year, upon enrollment in the District, or at the request of the student, which provide the necessary information and permit the District to use this information to determine eligibility for fee waiver. Criteria for fee waiver will be the same as the criteria for participation in the free and reduced-lunch program. Application forms for fee waivers are available from each building Principal. Once the school district has received a student's completed fee waiver application form, and has verified the student's eligibility, waiver of the fee shall be granted for the student. The District is not obligated to provide any particular type or quality of equipment or other material to eligible students.

****RALSTON PUBLIC SCHOOLS FEE LIST UPDATED FOLLOWING THE 2nd BOARD MEETING EACH JULY. THE FOLLOWING FEES ARE SUBJECT TO CHANGE.**

Ralston High School Fee List

Fees Assessed:
Extracurricular Activity Fee: $50.00 includes activity ticket
Transcripts: Price for Graduates set by Parchment online order system $4.00;
Current students are free of charge through Naviance
Summer School: $175 resident, $225 non-resident. Night School: $300 maximum / class.
Breakfast Prices: $2.50 Reduced: $0.30
Lunch Prices: $3.20, Reduced Lunch: $0.40
Milk 8 oz: $0.50 Orange/Apple Juice 4 oz: $0.50
Replacement School ID : $5.00
Lost/Damaged library and/or classroom textbook: replacement cost
Lost/Damaged clothing/equipment: replacement cost
Technology Insurance: $30/$15

Required clothing for classes and extracurricular activities
Gym Shorts and Cotton T-shirt (PE) Undergarments
Swimsuit (Swimming) Towel (PE and swimming)
Rubber-soled athletic shoes Socks
FCS (Year 2 & 3): white shirt, black pants, black shoes, and socks
Medical Science Academy 1 & 2: Lab Coat and Scrubs
Automotive Academy: blue jeans, close-toed shoes, academy shirt
Education Academy: business casual professional attire
SCUBA oxygen tank fee- not to exceed $40

Specialized Equipment or Clothing Specific to Extracurricular Activity Participation
Shoes appropriate for the activity Undergarments appropriate for the activity
Gym Shorts and Cotton T-shirt Athletic socks
Golf clubs, practice golf balls, tees Baseball glove / softball glove, bat(s)
Tennis racquet Protective gear (ex. soccer shin guards)
Choir: Up to $350 for competition shirt, pants, ties, dress, shoes, and stockings

Optional Fees -Not Required
Ralston High School Activity Ticket-$50.00 Physicals for Sports-$50.00
Ralston High School Yearbook-$75.00 Parking-$25.00
Student Picture Packages-$15-$25
Printed Clothing
Books &/or consumable materials for personal ownership (ex. clay, wood, etc.)
Extracurricular activities admission – Maximum $25.00 per event
Extracurricular activities travel fee – Not to exceed $4800 per event

Certification (Optional to student)
Red Cross Lifeguard certification $85.00
OSHA: $25
SCUBA certification-paid directly to certification provider

Donations / Fundraising
Cheer and Dance Uniforms: $1200
As approved by the Superintendent or designee

AHERA NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA) which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Ralston Public Schools has conducted a re inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on January 22, 2013 all materials listed in the Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected and found to be in good condition.

The law further requires an asbestos management plan to be in place. Ralston Public Schools developed a plan, as required, which has been continually updated. The plan has several ongoing requirements: publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: Ralston Middle School. During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: Mockingbird kitchen storage. During the next year, we plan to conduct the following asbestos related activities at the following school building's removal of kitchen storage room floor tile at Mockingbird Elementary.

It is the intention of the Ralston Public School District to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a healthy and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in the school district administrative office or administrative office of the school during regular business hours. Pat Flinn is our designed asbestos program coordinator, and all inquiries regarding the asbestos plan and asbestos-related issues should be directed to 402-898-3460.

HOMELESS CHILDREN AND YOUTH

Homeless students generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable state and federal law.

It is the school's policy not to stigmatize or segregate homeless students on the basis of their status of being homeless. Transportation for homeless students who enroll in the district shall be furnished by the district under the same guidelines applying to other students or if such transportation is necessary for compliance with federal law.

Each homeless child shall be provided services for which the child is eligible comparable to services provided to other students in the school selected regardless of residency. Homeless children shall be provided access to education and other services that such children need to ensure that they have an opportunity to meet the same student performance standards to which all students are held.

If a homeless child registered to attend school in the district is receiving family reconciliation services pursuant to state law, the district will work in cooperation with any county or department of social services in the district to jointly develop an educational program for the child. The district's homeless coordinator is Dianne Young who may be contacted at 402-898-3441.

PROTECTION OF STUDENT RIGHTS

Ralston Public Schools respects the rights of parents and their children and has adopted a Protection of Pupil Rights policy in consultation with parents to comply with the Protection of Pupil Rights Amendment (PPRA) and Federal Legislation Act. The policy is available on the district's website or upon request from the district's administrative office. Parents may opt their child out of participation in activities identified by the Protection of Pupil Rights policy by submitting a written request to the superintendent. The approximate dates during the school year when a survey requesting personal information as defined in the Protection of Pupil Rights policy is scheduled are as follows: First Semester. Parents may have access to any survey or other material described in the Protection of Pupil Rights policy by submitting a written request to the superintendent.

STAFF QUALIFICATIONS

Notice to Parents
As a parent of a student in Ralston you have the right to know the professional qualifications of the classroom teacher who instructs your child or if there will be a change in staff for more than four weeks of student contact days. Under the Every Student Succeeds Act, federal law allows you to request certain information about your student's classroom teacher. The law also requires the district to give you this information in a timely manner upon request. Listed below is the information about which you have the right to know:

- *Whether the Nebraska Department of Education (NDE) licensed or endorsed your student's teacher for the grades and subjects taught.*
- *Whether NDE has decided that your student's teacher can teach in a classroom without being licensed or qualified under state regulations because of special circumstances.*
- *The teacher's college major; whether the teacher has any advanced degrees, and if so, the subject of the degrees. Whether any teachers' aides or similar paraprofessionals provide services to your child and, if they do, their qualifications.*

Please contact the if you would like to receive any of this information at 402-331-4700.

FERPA Notification

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. The law applies to all schools that receive funds under an applicable program of the U.S. Department of Education.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when they reach the age of 18 or attend a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.
- Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. If the school decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth their view about the contested information.
- FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
    - School officials with legitimate educational interest;
    - Other schools to which a student is transferring;
    - Specified officials for audit or evaluation purposes;
    - Appropriate parties in connection with financial aid to a student;
    - Organizations conducting certain studies for or on behalf of the school;
    - Accrediting organizations;
    - To comply with a judicial order or lawfully issued subpoena;
    - Appropriate officials in cases of health and safety emergencies; and
    - State and local authorities, within a juvenile justice system, pursuant to specific State law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

For additional information, you may call 1-800-USA-LEARN (1-800-872-5327) (voice). Individuals who use TDD may use the Federal Relay Service.

Or you may contact us at the following address:

Title IX Policy

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

    1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address,

and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of t**Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

> **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.7. The victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity.

2.7.1.1.1. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.2. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.1.3. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental or physical incapacity

2.7.1.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.7.1.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.7.1.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.7.2. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.7.2.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.7.2.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.7.2.2.1. The length of the relationship.

2.7.2.2.2. The type of relationship.

2.7.2.2.3. The frequency of interaction between the persons involved in the relationship.

2.7.3. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.7.4. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.7.4.1. fear for their safety or the safety of others; or

2.7.4.2. suffer substantial emotional distress.

2.8. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be

denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the

respondent and the context in which the sexual harassment occurs. The district's response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution

processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will

provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

5.6. **Exchange of Written Questions.** After the district has sent the investigative report to the parties pursuant to subsection 5.5.8, but before reaching a determination

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

5.7. Determination Regarding Responsibility

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints

of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and

document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or

unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

9.1. **Specific Circumstances**.

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

9.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

10. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

11. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

13. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

RALSTON PUBLIC SCHOOLS

Chromebook Usage Handbook



The policies, procedures, and information within this document apply to all computing devices used at Ralston Public Schools by students including any other device considered by the

Administration to fall under these policies.

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Chromebook Essentials

Receiving Your Chromebook

1. **Parent/Guardian Orientation**
   All parents/guardians are expected to attend registration and sign the *Ralston Public Schools Student Chromebook Agreement* before a device will be issued to their student.
2. **Distribution**
   Students will receive their Chromebook and related peripherals within the first two weeks of school. Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook.
3. **Transfer/New Student Distribution**
   All transfers/new students will be able to pick up their Chromebook from the school media center/technology office. **Students and parents/guardians will need to sign the *Ralston Public Schools Student Chromebook Agreement* Receipt before receiving their Chromebook. This will be done within student verification.**

Returning Your Chromebook

1. **End of Year (grades 9-12)**
   Students returning to the district the next school year, will retain their Chromebook and all issued peripherals over the summer unless parents elect to return their student's device for the summer.
2. **Transferring/Withdrawing Students**
   Students who transfer out of or withdraw from the Ralston Public Schools must turn in their Chromebook and related peripherals to the media center/technology office on or before their last day of attendance. Failure to turn in the Chromebook will result in the student being charged the full replacement cost. Unpaid fines and fees of students leaving the Ralston Public Schools must be paid prior to disenrollment from the district. The district may also file a report of stolen property with the Police Department.

RPS Chromebook Coverage Program

Ralston Public Schools offers the opportunity to participate in the optional RPS Chromebook Coverage Program designed to protect students and families from full financial responsibility for device repairs and/or replacement. The cost is $30.00/$15.00* (*reduced for students who qualify for Free/Reduced Lunch Program) **annually** for each Chromebook and it covers the summer months if parents/students elect to keep the Chromebook over the summer.

Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program. Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program. If a student withdraws from Ralston Public Schools and then re-enrolls later in the current school year, the coverage purchased at the student's initial registration will be reinstated. **Premiums are non-refundable.**

The program covers devices assigned to the student against accidental damage and/or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during orientation. Ralston Public Schools will require that a police report be

submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Total value of repairs or device replacement will be determined by RPS. The program will pay the amount of damage or replacement per the schedule of repairs listed below. Damage as a result of gross negligence or purposeful damage will not be covered under the RPS Chromebook Coverage Program. Parents/Guardians are responsible for 100% of damages due to gross negligence. The district reserves the right to discontinue participation for students with unusually high numbers of claims. Such discontinuation will be effective 30 days after notification to the student and parent/guardian.

Training
Students will receive training to address care and usage of the Chromebook as well as usage of their Google (@ralstonschools.org) account. Digital Citizenship training will also be provided to address respectful, responsible, and ethical use of the internet and digital tools.

Taking Care of Your Chromebook

Students are responsible for the general care of the Chromebook which they have been issued by the school. Chromebooks that are broken or fail to work properly must be taken to the school media center/technology office. If a loaner Chromebook is needed, one will be issued to the student until their Chromebook can be repaired or replaced.

General Precautions
- No food or drink should be next to your Chromebook.
- Cords, cables, and removable storage devices must be inserted carefully into the Chromebook.
- Students should never carry their Chromebook while the screen is open.
- Chromebooks should not be used or stored near pets.
- Chromebooks should not be used with the power cord plugged in when the cord may be a tripping hazard.
- Chromebooks must remain free of any writing, drawing, stickers, or labels.
- Chromebooks, not being used for an extended period of time, should be shut down in order to conserve battery life.
- Chromebooks should never be shoved into a locker or wedged into a book bag as this may break the screen.
- Heavy objects should never be placed on top of Chromebooks.
- Do not expose your Chromebook to extreme temperature or direct sunlight for extended periods of time. Extreme heat or cold may cause damage to the Chromebook.
- Always bring your Chromebook to room temperature prior to turning it on.

Device Protection
- Students and parents may decide to add additional protection for their Chromebooks by purchasing a hard protective case and/or sleeve from an outside source.

Carrying Chromebooks
- Always transport Chromebooks with care.
- Never lift Chromebooks by their screen.
- Never carry Chromebooks with the screen open.

Screen Care
- The Chromebook screen can be damaged if subjected to heavy objects, rough treatment,

some cleaning solvents, and other liquids. The screens are particularly sensitive to damage from excessive pressure.

- Do not put pressure on the top of a Chromebook when it is closed.
- Do not store a Chromebook with the screen open.
- Do not place anything in the protective case that will press against the cover.
- Make sure there is nothing on the keyboard before closing the lid (e.g. pens, pencils, or disks).
- Only clean the screen with a soft, **dry** microfiber cloth or anti-static cloth. Do not clean screens with products containing ammonia or alcohol.

Using Your Chromebook

Students are expected to bring a fully charged Chromebook to school every day and bring their Chromebook to all classes unless specifically advised not to do so by their teacher.

If a Student Does not Bring His/Her Chromebook to School

- Loaner devices may be available for students failing to bring their device to school.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the issued device.
- School personnel will document the number of times a loaner is issued to each student for not having his/her own Chromebook at school and will send reports to administration for students who have excessive occurrences during the school year.
- Staff will treat such occurrences as insubordination offenses, which may result in disciplinary action.
- If a loaner is not turned in at the end of the day, an administrator will be contacted and will work on retrieving the loaner.

Charging Chromebooks

- Chromebooks must be brought to school each day with a full charge.
- Students should charge their Chromebooks at home every evening.

Personalizing the Chromebook

- Chromebooks must remain free of any decorative writing, drawing, stickers, paint, tape, or labels that are not the property of the Ralston Public Schools. Spot checks for compliance will be done by administration, teachers, and technology support staff at any time.
- Students may add appropriate music, photos, and videos to their Chromebook. Personalized media are subject to inspection and must follow the Ralston Public Schools Internet Safety and Acceptable Use Policy.

Sound

- Sound should be muted at all times unless permission is obtained from a teacher.
- Headphones may be used at the discretion of the teachers.

Printing

- Students will be encouraged to digitally publish and share their work with their teachers and peers when appropriate.
- Students may set up their home printers with the Google Cloud Print solution to print from their Chromebooks at home. Information about Google Cloud Print can be obtained here: http://www.google.com/cloudprint/learn/.

Logging into a Chromebook

- Students will log into their Chromebook using their school-issued Google (@ralstonschools.org) account.
- Students should never share their account passwords with others. In the event of a compromised account the Ralston Public Schools Technology Department reserves the right to disable your account.
- The student assigned to the Chromebook should be the only individual logging in to and using the device.

Using Your Chromebook Outside of School

- Students are encouraged to use their Chromebook at home and other locations outside of school.
- A WiFi Internet connection will be necessary for the majority of Chromebook use; however, some applications can be used while not connected to the Internet. Students are

bound by the Ralston Public Schools Acceptable Use Policy, Administrative Procedures, acceptable use agreement, and all other guidelines in this document wherever they use their Chromebook. Please note that some internet providers DO NOT work with Chromebook.

Operating System and Security

Students may not use or install any operating system on their Chromebook other than the current version of ChromeOS that is supported and managed by the District.

No Expectation of Privacy
Students have no expectation of confidentiality or privacy with respect to any usage of a Chromebook, regardless of whether that use is for district-related or personal purposes, other than as specifically provided by law. The District may, without prior notice or consent, log, supervise, access, deny access to, view, monitor, and record use of the Chromebook at any time for any reason related to the operation of the District. By using a Chromebook, students agree to such access, monitoring, and recording of their use.

Monitoring Software
Teachers, school administrators, and the Technology Department staff may use monitoring software that allows them to view the screens and activity on the Chromebooks.

Updates
The Chromebook operating system, ChromeOS, updates itself automatically. Students do not need to manually update their Chromebook.

Virus Protection
Chromebook uses the principle of “defense in depth” to provide multiple layers of protection against viruses and malware, including data encryption and verified boot. There is no need for additional virus protection.

Content Filter
The District utilizes an Internet Content Filter that is in compliance with the federally-mandated Children’s Internet Protection Act (CIPA). All Chromebooks are filtered for inappropriate content and pass through the District’s filtering appliance when connected to the Internet regardless of the physical location (e.g., school, home, public WiFi). If a website is blocked in school, then it will be blocked out of school. If an educationally valuable site is blocked, students should contact school personnel, who in turn, will submit a helpdesk ticket to request the site be unblocked. Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.

Inspection
Students may be asked to provide their Chromebook for inspection. The purpose for inspection will be to check for proper care and maintenance as well as inappropriate material being carried into the school.

Software on Chromebooks

Originally-Installed Software
Chromebook software is delivered via the Chrome Web Store and/or Google Play. Some applications, such as Google Drive, are available for offline use. The software originally installed on the Chromebook must remain on the Chromebook in usable condition and be easily accessible at all times.

All Chromebooks are supplied with the latest stable build of Google Chrome Operating System (OS), and many other applications useful in an educational environment. The Chrome OS may install updates when the computer is idle or restarted.

Google Apps for Education Accounts
Chromebooks seamlessly integrate with the Google Apps for Education suite of productivity and collaboration tools. This suite includes Google Docs (word processing), Sheets (spreadsheets), Slides (presentations), Drawings, Forms, Sites, and Gmail within Ralston Public Schools.

Additional Apps and Extensions
Students are unable to install additional apps and extensions on the Chromebook other than what has been approved by the Ralston Public Schools.

Repairing or Replacing Your Chromebook

Tech Support
All Chromebook in need of repair must be brought to the school media center/technology office as soon as possible.

Accidental Damage or Loss Protection
As part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending participation in the RPS Chromebook Coverage Program. **Payment must be submitted by September 1st in order to participate in this program. After this date, a student's device will not be eligible for the RPS Chromebook Coverage Program.** Students enrolling at RPS throughout the school year will have three weeks to submit payment in order to participate in the RPS Chromebook Coverage Program.

This program is designed to protect students and families from full financial responsibility for accidental damage or loss. Damaged, lost, or stolen devices should be reported immediately according to the process described during registration. Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

Parents/Students will be charged full replacement costs for any damages due to gross negligence or purposeful damage.

Chromebook Technical Support
The School Media Center/Technology Office will be the first point of contact for repair of the Chromebook. Services provided include:

- Password identification
- User account support
- Distribution of replacement Chromebook
- Hardware maintenance and repair
- Operating System or software configuration support
- Restoring Chromebook to factory default
- System software updates

Chromebook Being Repaired

- Loaner Chromebook may be issued to students when they leave their school-issued Chromebook for repair.
- A student borrowing a Chromebook will be responsible for any damage to or loss of the loaned device.
- Chromebook on loan to students having their devices repaired may be taken home.
- The media center/technology staff will contact students when their devices are repaired and available to be picked up.
- In order to pick up their school-issued device, students must return the previously loaned device and pay any fees associated with the repairs.

RPS STUDENT COMPUTING DEVICE COVERAGE PROGRAM

As part of the Student Computing Device initiative at Ralston Public Schools, the School District is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Student Computing Device to your student. Under this agreement, the Student Computing Devices are protected against accidental damage if participating in the RPS Student Computing Device Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Student Computing Device and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Student Computing Device loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Schedule of Repair Costs

Description	***Without Device Coverage Cost***	***RPS Device Coverage Program Participant Co***
Device Replacement	*$330*	*$165*
Motherboard(device replacement)	*$330*	*$165*
Keyboard	*$80*	*$40*
Battery	*$50*	*$25*
LCD Panel	*$90*	*$45*
AC Power Adapter w/ Cord	*$45*	*$23*
Top Cover	*$50*	*$25*
Bottom Base	*$60*	*$30*

Bezel	*$40*	*$20*
Camera	*$30*	*$15*
LCD Back Cover	*$40*	*$20*
Asset Tag	*$5*	*$5*

Policies and Appropriate Use

Appropriate Uses and Digital Citizenship
School-issued devices should be used for educational purposes and students are to adhere to the Acceptable Use of Technology and all of its corresponding administrative procedures at all times.

While working in a digital and collaborative environment, students should always conduct themselves as good digital citizens by adhering to the following:

1. **Respect Yourself.** I will show respect for myself through my actions. I will select online names that are appropriate. I will use caution with the information, images, and other media that I post online. I will carefully consider what personal information about my life, experiences, or relationships I post. I will not be obscene. I will act with integrity.
2. **Protect Yourself.** I will ensure that the information, images, and materials I post online will not put me at risk. I will not publish my personal details, contact details, or a schedule of my activities. I will report any attacks or inappropriate behavior directed at me while online. I will protect passwords, accounts, and resources.
3. **Respect Others.** I will show respect to others. I will not use electronic mediums to antagonize, bully, harass, or stalk people. I will show respect for other people in my choice of websites: I will not visit sites that are degrading to others, pornographic, racist, or inappropriate.
4. **Protect Others.** I will protect others by reporting abuse and not forwarding inappropriate materials or communications. I will avoid unacceptable materials and conversations.
5. **Respect Intellectual Property.** I will request permission to use copyrighted or otherwise protected materials. I will suitably cite all use of websites, books, media, etc. I will acknowledge all primary sources. I will validate information. I will use and abide by the fair use rules.
6. **Protect Intellectual Property.** I will request to use the software and media others produce. I will purchase, license, and register all software or use available free and open source alternatives rather than pirating software. I will purchase my music and media and refrain from distributing these in a manner that violates their licenses.

Ralston Public Schools Internet Safety and Acceptable Use Policy
Ralston Public Schools Internet Access is to be used only for classroom-related activities. This policy applies when using either school equipment or personal equipment on the district network. The administration reserves the right to refuse access to the Internet by Ralston Public Schools to anyone when it deems it necessary in the public interest.

Compliance with the Law and Use of Computers/Internet
Students, using the Internet, will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Students at Ralston Public Schools shall receive instruction in Internet Safety. This curriculum will include material related to appropriate "Access to Internet by Minors", appropriate use of social networking sites, cyber-bullying, and other topics as are relevant in encouraging digital citizenship.

Access to the Internet by Minors (students under the age of 18) or Adults (over the age of 18)
Minors or adults shall:

1. Not access material that is obscene, pornographic, harmful to minors, or otherwise inappropriate for education.
2. Not use Ralston Public Schools technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network system's security.
3. Not engage in any illegal activities on the Internet.
4. Only use electronic mail, chat rooms, social networking sites, and other forms of direct electronic communications for the purposes related to education within the context of a Ralston Public Schools-related assignment or activity.
5. Not attempt to override or bypass any protection measure that has been put in place by Ralston Public Schools to block and/or filter access to Internet Sites that are not in accordance with policies of Ralston Public Schools.
6. Minors shall not disclose personal identification information on the Internet.

Agreement Violations
Any violation of this agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the RalstonPublic Schools, including applicable State and Federal laws.

Students shall be granted permission to access the Internet under the direction of a teacher upon receipt of the signed Student Handbook form.

Acceptable Use

- We believe that access to the Internet is an important educational resource for our students.
- We understand that although there are many valuable educational resources available, there are also unacceptable and offensive materials available on the Internet.
- We require efficient, ethical, courteous and legal utilization of the equipment, computers, and network resources.
    - As a safety precaution, full names or addresses are not to be revealed online.
    - Computer and network resources have been provided for educational purposes; game-playing and commercial uses are prohibited.
    - Sharing of individual accounts is prohibited.
    - Electronic mail (email) and other computer use or storage is not guaranteed to be private or confidential. Network or other computer use or storage areas are and will be treated as school property. Computers, files and communications may be accessed and reviewed by district personnel.
    - Chain letters and inter-relay chat are misuses of the system.
    - Vandalism or "hacking" of any kind is prohibited.
    - The security of the system and the rights of other users are to be respected at all times.
- Students who knowingly violate the terms of the agreement will be dealt with according to

the discipline policies of the individual school building and Ralston Public Schools and/or civil authorities.
    - Such activities may result in termination of their account/access and/or expulsion from school and/or legal prosecution.
- Any problems which arise from the use of an account are the liability or responsibility of the user. By using the computers or network system, participants agree to indemnify and hold Ralston Public Schools harmless from any claims or damages arising from such use. Ralston Public Schools makes no warranties for the information or the services provided.

Privacy and Safety

- Do not go into any chat rooms other than those set up by your teacher or mandated in other distance education courses.
- Do not open, use, or change computer files that do not belong to you.
- Do not reveal your full name, phone number, home address, social security number, credit card numbers, passwords, or passwords of other people.
- Remember that network storage is not guaranteed to be private or confidential. District Administration reserves the right to inspect your files at any time and will take the necessary steps if files are in violation of the district's Acceptable Use Policy.
- Ralston Public Schools makes every effort to filter web content through its comprehensive web filter; however, it is essential students and parents understand that students will be held accountable for using technology according to District policies.
- If you inadvertently access a website that contains obscene, pornographic, or otherwise offensive material, notify a teacher or the principal immediately so that such sites can be blocked from further access. This is not merely a request. It is a responsibility.

Legal Propriety

- All students must comply with trademark and copyright laws and all license agreements. Ignorance of the law is not immunity.
- Plagiarism is a violation of the Ralston Public Schools code of conduct. Give credit to all sources used, whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music, and text.

Email

- Students in need of email for academic reasons will only be allowed email access through an address assigned by the district. This email access will be through a Google Gmail system managed by the Ralston Public Schools. This email system is monitored by the Ralston Public Schools Technology Department and all messages sent or received through this system are archived and subject to filtering of inappropriate content.
- Do not transmit language/material that is profane, obscene, abusive, or offensive to others.
- Do not send mass emails, chain letters, or spam.
- Email is subject to inspection at any time by school administration.

Discipline Consequences

- The student to whom a system account and/or computer hardware is issued will be responsible at all times for its appropriate use. Non-compliance with the policies of the Chromebook Handbook or the Ralston Public Schools' Student Internet and Computer Access Policy (#5037), will result in disciplinary action as outlined by the student code of conduct and/or other school policies for the user unless there is proof that another is responsible.
- Electronic mail, network usage, and all stored files shall not be considered confidential and may be monitored at any time by the Ralston Public Schools Technology Department to ensure appropriate use. The Ralston Public Schools cooperates fully with local, state, and federal officials in any investigation concerning or relating to violations of computer crime laws.

Summer Chromebook Use

Ralston Public School students returning to the district the next school year will retain their Chromebook and all issued peripherals during the summer unless parents elect to return their student's device for the summer. By keeping Chromebook during the summer months, parents and students understand that the use of the Chromebook falls under the Ralston Public Schools Student Internet and Computer Access Policy (#5037) Additionally, parents and students who have enrolled in the RPS Chromebook Coverage Program will be covered during the summer months. Parents and students further understand that if a student transfers out of the Ralston Public Schools, they are responsible for returning their Chromebook to Ralston Public Schools immediately. Failure to return the Chromebook will result in criminal charges being filed for stolen property.

CHROMEBOOK USAGE HANDBOOK
RECEIPT OF NOTIFICATION AND UNDERSTANDING

(Note: Students and parents can now fill out this form online.)

The Ralston Public Schools Student Acceptable Use Agreement (AUA) is on the next page of this document for your review. Your signature on this document states that you have read, understand, and agree to abide by the compliance requirements of Ralston Public Schools regarding the use of computers and the Internet in the Ralston Public Schools.

Additionally, as part of the 1 to 1 initiative at Ralston Public Schools, the school district is recommending the purchase of an Equipment Repair and Replacement Program prior to the deployment of the Chromebook to your student. Under this agreement, the Chromebooks are protected against accidental damage if participating in the RPS Chromebook Coverage Program. The Ralston Public Schools will require that a police report be submitted in cases of theft. Fraudulent reporting of theft will be turned over to the police for prosecution. A student making a false report will also be subject to disciplinary action as outlined by the school code of conduct.

This additional cost does not cover for loss of the Chromebook and/or its accessories, cosmetic damage, or damages caused by intentional misuse and abuse. Ralston Public Schools will assess the Chromebook loss/damage and repair or replace the device if the loss/damage is determined to be accidental and within the protection guidelines. **Parents/Students will be charged for full replacement cost of a device that has been lost or damaged due to intentional misuse or abuse.**

Please check one of the following options:

SELECTION	DESCRIPTION OF OPTION
	Option 1: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **Additionally, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30, $15 if student is free/reduced lunch status.**
	Option 2: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to participate in the optional RPS Chromebook Coverage Program and understand that I am responsible for 100% of all damages.**
	Option 3: I accept and will abide by the Ralston Public Schools Chromebook Usage Handbook. **I DO NOT wish to have my student issued a Chromebook to take home.** *(PLEASE NOTE: If you choose this option, students will be assigned a Chromebook for daily use at school and may be held responsible for 100% of damages as a result of gross negligence or purposeful damage).*
	If Option 3 above is chosen, parents/guardians may still elect to enroll in the RPS Chromebook Coverage Program. ☐ **While I do not wish to have my student issued a Chromebook to take home, I would like to participate in the optional RPS Chromebook Coverage Program for the amount of $30.**

Print Full Student Name **Grade**

Student Signature (REQUIRED) **Date**

Parent/Guardian Signature (REQUIRED) **Date**

RPS Acceptable Use Agreement (AUA)

Ralston Public Schools Internet Access is to be used only for classroom related activities. This agreement applies when using either school equipment or personal equipment on the district network.

This Acceptable Use Agreement (AUA) outlines the appropriate use of RPS's technology resources and services during and after school hours. By signing this form, students are indicating that they understand and agree to abide by the guidelines written below.

RPS network, technology resources and Internet access are school resources and use of them is considered a privilege. Therefore, violation of this AUA will result in the loss of this privilege and/or other appropriate discipline actions according to division-level policies. These actions may include written warnings, withdrawal of access privileges, and in extreme cases, suspension, expulsion or termination of privileges.

Compliance with Law and Use of Computers/Internet
Users of Ralston Public Schools technology will follow all laws, policies, and rules governing computers. This includes (but is not limited to) copyright laws, software publisher's rights, license agreements, acts of terrorism, assault, threats, and student right of privacy.

Safety and Security:

- I will not attempt to access material that is obscene, pornographic, harmful to others, or otherwise inappropriate for education.
- I understand that passwords are private and should not be shared with others. I will not allow others to use my account name or password, or try to use that of others.
- I will not attempt to engage in hacking or attempts to bypass security settings or interfere with the operation of the RPS network in any way.
- I will use RPS network and technology resources productively and responsibly for school-related purposes.
- I will maintain the setup of RPS devices as they were when I received them.
- I will record or share image or audio files only when I have obtained permission from my teacher, media specialist or administrator. I will not use cameras in restrooms, locker rooms, or dressing rooms, regardless of intent.
- I will not use RPS network and technology resources to access, display, create or communicate material that is illegal, obscene, destructive, harassing, threatening, hateful or otherwise offensive. I am responsible for not pursuing or sending material that could be considered objectionable or harmful to myself or others.
- I will be responsible for all of my digital files, including backing up files not already stored in the cloud.

Digital Citizenship

- I will use technology in such a way that does not disrupt the educational environment. This includes setting all of my devices on "mute" or "vibrate" unless permission is obtained from the teacher, media specialist or administrator.
- I will be thoughtful and polite and use appropriate language in my digital communication, as determined by school administrators.
- I will follow appropriate guidelines when publishing work online (e.g. to a website, blog, wiki, discussion board, podcasting or video server).
- I will respect the intellectual property rights of others. I will obey copyright guidelines and avoid plagiarizing others' work or ideas.
- I understand that I am an ambassador for the school/District in all of my online activities, which should not reflect negatively on my school/District. I will not post personal or embarrassing information about other students, employees, members of the RPS community or myself.

Expectations of Privacy
The computer system, including email and Internet, is the property of the Ralston Public School District. RPS relies on a combination of self-hosted, externally hosted, and cloud-based services. These services are primarily intended for educational and business use and are subject to monitoring at any time. Although RPS does not routinely check communications or files, it has the right to review, audit, and disclose all matters sent over or stored on the system. As a result, members of the RPS community should recognize that there is no reasonable expectation of privacy when using the computer system.

Respecting and Protecting Intellectual Properties
The increasing use of technology and multimedia at RPS presents a wonderful opportunity for students and teachers to share what they do with others at RPS. The presentations, photos, video and audio of classes, field trips and school events are often shared electronically through web-based resources. Sometimes, students and parents buy or receive copies of school events on media, such as CDs or DVDs. The instinct to share achievements is understandable, but these files are for private use only. Any sharing of these materials within the RPS Google domain is prohibited.

Agreement Violations
Any violation of the agreement may result in the loss of access to the Internet by the student/adult involved. Additional disciplinary action may be determined in accordance with existing policies of the Ralston Public Schools, including applicable State and Federal laws.

Users of Ralston Public Schools technology shall be granted permission to access the Internet upon receipt of the signed Acceptable Use Agreement Signature Form available from your building administrator or media specialist.

Details and definitions of the full Ralston Public Schools Student Internet and Computer Access Policy (5037) can be reviewed on the
Ralston Public Schools webpage.



Employee Handbook

Revised August, 2023

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Professionals:

Welcome to the Ralston Public Schools – we are glad to have you on our team. At Ralston Public Schools, we believe that our employees are our most valuable assets. In fact, we attribute our success as a public school district in significant part to our ability to recruit, hire and maintain a happy, professional, and productive instructional and support staff. We hope that during your career at Ralston Public Schools you will become a productive and successful member of our team.

This employee handbook describes, in summary form, the personnel policies and procedures that govern the employment relationship between the Ralston Public Schools and its employees. The policies and procedures stated in this book are just a general outline; many policies are described in detail in the negotiated agreement that applies to your employment group. You may receive updated information concerning changes in policy and procedures from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, please contact Human Resources at the Administrative Offices.

Personally, as Superintendent of Schools, I want to thank you in advance for your commitment and professionalism as we all work together as a team to make the Ralston Public Schools a world class educational institution. I would also like to extend an open invitation to you to share any compliments, concerns, or ideas with me that will help all of us to make our organization better.

Sincerely,

Jason Buckingham
Superintendent

WELCOME

Welcome, and congratulations on becoming a member of the Ralston Public Schools employee team. By accepting this opportunity, you are committing your talents and skills to the task of developing well educated, productive and responsible adults. The work you do now is an investment in the future of our students.

RALSTON'S PURPOSE STATEMENT

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope.

RALSTON'S DIRECTION STATEMENT

Cultivating resilient citizens prepared for the diverse demands of the future.

GOVERNING BELIEFS

The Ralston Public Schools believe

- An educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the learning process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

THE SCHOOL BOARD

The Board of Education is the controlling body of the Ralston Public Schools. The Board is responsible for establishing a vision, making policy and establishing the budget.

Members of the Ralston Board of Education are elected by the qualified voters of the Ralston School District on a non-partisan ballot on the first Tuesday following the first Monday in November of even numbered years. The term of office is four years and begins on the first Thursday following the first Tuesday of January after the election.

Board of Education meetings are held the second and fourth Monday of every month at 6:00 p.m. in the District Office Board Room. Notice of meetings are published the preceding Wednesday in the ~~Ralston Recorder~~ Omaha Daily Record. These are open meetings and visitors are welcome.

The Superintendent of Schools is responsible for seeing that the Board's policies are put into action. The superintendent does this through a system of administrators who serve throughout the schools and offices in the district. In this way, all functions are orchestrated to best reach our goals.

You and the work you do are important and integral parts of a carefully planned system designed by the residents of the Ralston School District. They are depending on you to nurture and educate our most precious resource - our children.

GENERAL INFORMATION

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

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

NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name:	Dr. Mike Rupprecht
Title:	Executive Director of Human Resources and School Improvement
Address:	8545 Park Drive, Ralston, Nebraska 68127
Telephone:	402-898-3483
E-mail:	mrupprecht@ralstonschools.org

For further information, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area, or call 1-800-421-3481.

For additional prohibited discrimination and related information pertaining to the Ralston Public Schools, please review Policy 3053 – Nondiscrimination.

EQUAL OPPORTUNITY

The Ralston Public Schools shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal

employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethic origin, sex, disability, age, martial status, veteran status, genetic background, pregnancy or childbirth, or related medical condition.

COMPENSATION

SALARY INFORMATION

Teachers and identified certified employees are placed on a salary schedule according to the negotiated agreement between the Ralston Education Association and the Board of Education. Placement and advancement on the schedules are based on experience, the number of years served in the district, the addition of approved undergraduate hours for endorsements or specialties not previously approved, or graduate hours in your field. Teachers who report college hours before November 1st advance on the schedule for the entire school year. The Human Resource Office can be contacted for more information or an explanation of the salary schedule.

SALARY INFORMATION FOR CLASSIFIED STAFF

Pay rates for classified staff are established each year by the Board of Education with input from the superintendent of Schools and the Assistant Superintendent of Business and Finance. A raise may be granted each year based on the financial climate of the school district.

PAYDAY

Ralston school employees are paid monthly. Payday is the 18th of the month, unless that date falls on a weekend. In that case deposits are issued the Friday before. Employees are notified by automated e-mail when pay records are available for viewing each month.

UNIT PAY

Teachers who have duties beyond their normal teaching assignments, such as coaching, department head responsibilities, and building supervision, may be eligible for supplemental pay. Supplemental assignments and unit pay schedules are determined annually. The supplemental salary schedule is a part of the teacher's negotiated agreement. In order to maintain accurate compensation records, teachers are expected notify the Human Resource office as soon as possible regarding any changes to their supplemental assignments.

CLOCKING IN AND OUT

Hourly employees are required to use the district's online (ETS) timesheet to record all hours worked. Staff members are required to clock in no sooner than 7 minutes before/after the scheduled shift and clock out no later than 7 minutes before/after the scheduled shift. If an

employee is unable to clock in or out within the allotted period of time, the staff member is required to attach a note to the timecard explaining the discrepancy to their supervisor.

If an employee misses an entry into the timekeeping system, the staff member is responsible for correcting their timecard at the earliest possible convenience. If an employee makes a correction to their timesheet, the staff member is required to attach a note to the timecard explaining the discrepancy to their supervisor. Employees who consistently miss time clock entries may be subject to disciplinary action.

Employees are not allowed to use another person's login credentials under any circumstances in order to clock in/out or modify the timecard of another staff member.

Any employee who knowingly misrepresents or falsifies documentation about the number of hours they have worked or knowingly misrepresents or falsifies documentation about the number of hours another employee has worked will be subject to disciplinary action, up to and including termination of employment.

OVERTIME AND COMPENSATORY TIME

All classified staff members must keep an accurate record of all hours worked for the district. Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Overtime that is not approved in advance, may not be payable. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

"Non-exempt" employees may not waive their rights under the Fair Labor Standards Act.

For more information, please see Ralston Board Policy 4050.

DIRECT DEPOSIT

Direct deposit of paychecks into bank accounts is mandatory. Instead of a check, employees can access their pay records online through the Employee Access Center. To enroll in direct deposit, employees must provide a voided check prior to their first pay date.

DEDUCTIONS

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance or union dues, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you

believe that an improper deduction has been made to your pay, you should immediately report this information to your direct supervisor, payroll personnel, or the superintendent.

If a staff member owes funds to the district at the time of their resignation or termination, the district may deduct that which is owed to the district from the employee's final paycheck.

OUTSIDE EMPLOYMENT

An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.

Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or their designee.

Employees shall not sell, solicit or promote the sale of goods or services to students. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s). Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

For more information, please see Ralston Board Policy 4008.

AT-WILL EMPLOYMENT

Classified staff members are employed "at-will" unless they are a member of a bargaining unit that is subject to a negotiated agreement with the district. Either you or the school district may terminate your employment at any time, for any reason, with or without cause or notice. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

BENEFITS

HEALTH INSURANCE

The school district's health insurance plan is administered by Blue Cross and Blue Shield of Nebraska. The plan year's coverage is effective September 1st. The current plan is as stated in your employee benefit package. If one of the qualifying members is less than full time but at least 50% FTE, the monthly premium will be prorated based upon the reduced FTE. Details are available in the Payroll Office. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

DENTAL INSURANCE

Dental coverage through Blue Cross and Blue Shield of Nebraska (100% A, 75% B, and 50% C coverage) covers the cost of preventive, diagnostic and maintenance services. This includes a check-up and cleaning twice a year, fillings, extractions, X-rays and sealants. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LONG-TERM DISABILITY INSURANCE

Employees will receive 66 2/3 percent long-term disability insurance coverage based on the employee's salary and fringe benefits. An employee shall be entitled to disability coverage beginning on the date when the employee has used all of their accumulated sick leave. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LIFE INSURANCE

The district provides term life insurance ($20,000 in most cases) for full time employees. The plan includes accidental death and dismemberment coverage in the same amount as the basic life benefit. Employees may choose to buy supplemental insurance at an amount allowed by the district and the carrier. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

WORKER'S COMPENSATION

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a collective bargaining agreement.

Workman's compensation pays medical costs for injuries on the job and partially reimburses for loss of salary up to a legislated maximum. Salary reimbursement begins after a seven-day waiting period. If the employee is off the job more than six weeks, the initial seven days will be paid retroactively.

TUITION REIMBURSEMENT

An eligible employee may receive tuition reimbursement based on the terms of the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

COBRA BENEFITS

Under a federal law known as COBRA, employees, their spouses, and children are allowed to continue group health insurance at their own expense under any of the following conditions:

- Death of the employee.
- Leaving the district's employment, whether through resignation or termination.
- Reduction of hours.
- Divorce or legal separation.
- The employee is entitled to benefits under Title XVIII of the Social Security Act.
- A dependent child ceases to be a dependent child under the plan.

Coverage may continue for up to 18 months in cases of termination or reduction of hours, and 36 months in other instances. Details are available through the Business Office.

403B PLAN

Monthly contributions to qualified 403b investment accounts are available through payroll deductions. Employees can elect to have money deducted from their monthly salary and sent to an account with an approved 403B Plan vendor. Contact the payroll office for a list of approved vendors, and also once you have set up an account with your financial planner. Additional information is available through the Business Office.

PAY FLEX

Pay Flex is a program designed to set aside your pre-tax salary dollars for specific medical or childcare expenses. When enrolled in the program, a specified amount is put into an account before payroll deductions. The money in this account is available for health care needs not covered by insurance, such as orthodontics, co-pays, prescriptions, eyeglasses, and also for childcare costs from qualified providers.

Enrollment in or withdrawal from the Pay Flex program is permitted in October each year during the official enrollment period. The plan year is October 1- September 30. Enrollment information is distributed in August and enrollment forms are due September 1st. Contact the Business Office for more information.

VOLUNTARY SEPARATION PROGRAM

Teachers with 20 years of service may qualify for the Voluntary Separation Program. The Voluntary Separation Program is outlined in the teacher's negotiated contract or through specific board action.

RETIREMENT

Employees are required to participate in the Nebraska School Employees Retirement system. Contributions, which are subject to change annually, are deducted automatically from paychecks. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LEAVE

FAMILY AND MEDICAL LEAVE

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act. Under the FMLA, eligible employees are entitled to certain rights, and have certain obligations with respect to unpaid leave for certain family and medical reasons.

FMLA leave eligibility: An eligible employee under the FMLA is an employee who has been employed by Ralston Public Schools for at least twelve (12) months, who has worked at least 1,250 hours in the past 12 months, and who works at a facility in which at least fifty (50) employees are employed at that facility or within seventy-five (75) miles of that facility. Returning Service members are given credit for any months or hours of service they would have been employed but for their military service.

Reasons for FMLA leave: The school district will grant an eligible employee up to a total of 12 workweeks of unpaid leave under the following conditions:

- For birth of a son or daughter, and to care for the newborn child
- For placement of a son or daughter with the employee for adoption or foster care
- To care for the employee's spouse, son, daughter, or parent with a serious health condition
- Because of a serious health condition that makes the employee unable to perform the functions of their job
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation

The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member a total of 26 workweeks of unpaid leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave.

However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

Any staff member who needs to take an extended leave for medical or personal reasons must submit a leave request and complete FMLA forms. The absences that most often fall into the scheduled category are maternity, scheduled surgeries, and medical leaves of absence.

For more information, please see Ralston Board Policy 4011.

FAMILY MILITARY LEAVE

All employees, including elected officials of the State of Nebraska or any political subdivision thereof, who shall be members of the National Guard, Army Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State or of the United States, not to exceed fifteen workdays in any one calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of this state shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the state, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal to the loss he may suffer while in active service of the State.

An administrator, at their discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

Military Leave under the Federal Family and Medical Leave Act (FMLA) will be governed by the FMLA and the board's policy regarding the FMLA.

SICK LEAVE

Sick leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, sick leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

PERSONAL LEAVE

Personal leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

BEREAVEMENT LEAVE

An employee shall be permitted paid leave for bereavement purposes per the current negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, bereavement leave leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

ASSOCIATION LEAVE

Association leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, association leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

JURY DUTY

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district their witness fee.

An employee who has been subpoenaed to testify in court in a matter relating to business of the District will be considered on official District business.

ELECTION DUTY

An employee who has been selected to perform election duty will be granted paid leave. Employees must sign over to the district the compensation they receive for Election duty, but not compensation for expenses.

VOTING

Ralston Public Schools will grant employees time off to vote if they do not have two consecutive hours away from work while the polls are open. The District will specify the two hours the employee may be absent from work to vote, and no deduction will be made from wages on account of such absence. Appointed election officials should contact their administrator to arrange paid time off.

REPORTING LEAVE

All employees are expected to report all leave taken to their supervisor and the employee benefits professional each time leave is taken. Please speak with your building administrator or direct supervisor as to their expectations to make sure this is accomplished as soon as possible. Failure to report leave will be considered insubordination and will be addressed as such.

PURCHASES AND REIMBURSEMENT

PURCHASE ORDERS

Orders may be placed at your building. A requisition form must be filled out. This is available from the school secretary or a supervisor. It must be filled out completely, including address, item, quantity and price. It must also be signed by a supervisor. The requisition form should be turned in to the building secretary for input as a purchase order. The building secretary will notify accounts payable for printing and mailing of the purchase order. The original signed requisition and any additional information should be attached to the requisition and sent to accounts payable. No items or service should ever be ordered without being assigned to a purchase order and submitted into the purchase order system.

If the item is needed immediately, a requisition, complete with purchase order number, can be obtained from the building secretary. The requisition, approved and signed by a supervisor, can then be taken to the vendor. A receipt of goods will be issued. The completed and signed requisition and receipt should be turned in to the building secretary for input into the system as a purchase order. Once entered, the requisition and receipt should be submitted to accounts payable for the printing of the purchase order.

There may be occasions, such as registration to attend a preapproved seminar, when a fee will need to be paid prior to the Board of Education meeting. Please contact your building secretary for details. Administrators are responsible for establishing procedures in their buildings and department to insure that these procedures are followed.

TRAVEL

All out-of-district travel must be pre-approved by a supervisor. A travel and expense form is available through a supervisor. All receipts being submitted for reimbursement (especially transportation, lodging and meals) must be kept and submitted with the completed travel and expense form to the Accounts Payable Department. Please see Appendix A for reimbursement guidelines. Receipts must be itemized or the district may not be able to reimburse expenses. It is the employee's responsibility to collect itemized receipts.

MILEAGE

Expenses for required travel throughout the district on school business by an approved employee may be reimbursed if the employees own vehicle is used. Mileage reimbursement is based on the state approved rate and will be within the guidelines of the Local Government Miscellaneous

Expenditure Act. Mileage requests shall be submitted using the online form. Itemized details of each trip must be included on the form. One entry labeled total miles for the day is not acceptable. Forms must be filled out completely and signed electronically by the employee and supervisor. Forms shall be turned in at the end of each month. They will be processed by the Accounts Payable Department (see reimbursement checks). Please see Appendix A for reimbursement guidelines.

REIMBURSEMENT GUIDELINES

Guidelines are in place to outline reimbursement of expenses to employees while doing the business of the Ralston Public Schools. Please review the Ralston Public Schools Reimbursement Guidelines in Appendix A of this document.

REIMBURSEMENT CHECKS

Reimbursement checks are issued once a month and are processed by the Accounts Payable Department. Vouchers must be submitted by the 25th of the month to receive payment the following month. Please see Appendix A for reimbursement guidelines.

RESTRICTIONS ON EMPLOYEES RECEIVING GRATUTITIES

An employee who, because of their employment by the school district, receives any bonus merchandise or gift with a value over $25.00 must disclose the receipt of such gift to the superintendent. The superintendent, at their discretion, may require that the gift become the property of the district.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

ASSIGNMENTS

JOB DESCRIPTIONS

Job descriptions are the district's way of letting employees know what is expected of them. They are not, however, comprehensive nor intended to be limiting. Employees are part of a total team. If anything on the description is unclear, clarification should be sought by contacting the district's Human Resource office.

PLACEMENTS AND TRANSFERS

The District Office assigns all staff. Top priority is given to the needs of the students. Assignments within buildings or departments are the responsibility of the building/program administrator.

It is the policy of the Ralston Public Schools to fill all positions with the best-qualified people. The district reserves the right to place/transfer employees in positions they see are most

beneficial to the success of the District. The District also prefers to promote from within whenever possible. As positions become available, administration will, at its discretion, either directly promote or transfer a qualified employee of the District or open the position for application by internal and external candidates.

If a position is opened for application, it will be posted electronically. Frequently, job vacancies will be advertised with outside sources during the same week they are posted online. This is done to speed up the screening process and to aid in ensuring that vacancies are filled by the most qualified persons.

To apply for an open position, you should either submit a formal letter of interest to the Human Resources Office referencing the position and requesting an interview. Interviews will be arranged by the Human Resources Department.

A detailed procedure regarding district transfers is available. Contact Human Resources Office or your building principal for more information.

HOURS

Members of the certified staff shall be on duty before and after the regularly scheduled student school day long enough to plan and to carry out their individual professional responsibilities as determined by the superintendent of Schools and/or the building principal.

Classified staff hours are determined at time of hire.

If a staff member needs to leave campus during their regularly assigned hours, they are expected to obtain permission from their building principal and/or notify a member of the school's front office staff before their departure and upon their return (if applicable). To help maintain accurate records of who is currently on campus, principals may require their staff members to sign out when they leave the building then sign back in upon their return.

Staff members who repeatedly leave campus without obtaining the permission of their building principal and/or notifying a member of the school's front office staff may be subject to disciplinary action up to and including termination of employment.

NEGOTIATED AGREEMENTS

Negotiated agreements for the various employee groups are available for review electronically in the Essential Documents folder located in the district's G-mail system (Google Drive). The negotiated agreement and salary schedule for teachers are negotiated by the district and the Ralston Education Association.

EMPLOYEE PERSONNEL FILE

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees may inspect the contents of

their personnel files only in the presence of an administrator or a person designated by the administration. An employee may respond to any document(s) in their personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

NOTIFICATION OF CHANGE OF ADDRESS/PHONE NUMBER

The district must keep accurate employee information. Therefore, the Human Resources Office should be contacted regarding change of address or phone numbers. This information is for district use only and is not made available to the public.

CERTIFIED EVALUATIONS

All certificated employees to be evaluated shall be notified annually in writing. A certified administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each probationary certified employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is a superintendent, they shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only.

The Ralston Public Schools shall provide procedures for the evaluation of staff. The evaluation shall serve as a basis for improvement of performance and continued employment in the Ralston School District. The procedures shall provide a source of information for sound decision-making as well as for counseling, for in-service training, and for continual growth of all employees. The procedures shall provide not only for the identification and improvement of staff skills and abilities that enhance the learning process, but also for the dismissal of those who do not meet the standards of the District.

The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

For more information, please see Ralston Board Policies 4030 and 4031.

CLASSIFIED EVALUATIONS

Non-certificated District employees will receive a written evaluation yearly. To gain a clear understanding of your job expectations and your performance, you and your supervisor will

discuss your evaluation together and each of you will sign it. The evaluation then becomes part of your permanent personnel file.

Classified employees who are new to the district may receive an initial evaluation by their supervisor at the conclusion of a 60-day probationary period of employment. This evaluation is at the discretion of the employee's supervisor and is used to identify strengths and/or areas where continued professional growth may be needed.

GRIEVANCE PROCEDURE

A Ralston School District employee who wishes to file a grievance with the district may use the grievance procedure outlined in Board Policy 4013. Certified staff members should follow the grievance procedure outlined in the teachers' negotiated agreement.

DISCIPLINARY PROCEDURE

The key to a successful working relationship between employer and employee is good communication. If a problem arises with a job performance or behavior, it is important for the employee to have a clear understanding of the district's concerns. The following disciplinary guidelines have been set by the district. With cooperation, these procedures can keep small problems from becoming big ones.

The following disciplinary actions will be considered whenever an infraction of the employer and employee relationship occurs. Infractions may be related to policies, rules, regulations or procedures that are administrative in nature, or the infraction may be related to job performances. These actions are not intended to be a hierarchy, but options. It is understood that this guideline for disciplinary action in no way negates the grievance clause of the contract between the school and the Ralston Education Association. The supervisor will select the most appropriate action.

- **Verbal Counseling:** A conversation which would include but not be limited to reminding the employees of rules, regulations, procedures, job description as well as complimentary remarks of good performance.
- **Oral Reprimand:** A written summary of an oral reprimand that will be placed in the employees personnel file to document the conversation. (i.e., on such and such day I had a discussion with John Doe about...) A signature of the employee and supervisor is required on this written summary.
- **Conference Report:** A set meeting with the employee and their supervisor to discuss inadequate performance or inappropriate behavior. This conference will provide a thorough discussion of behavior or inadequate performance and actions needed to be taken to improve that behavior or performance. This conference may include the superintendent. A written summary, signed by the employee, is placed in the employee's personal file.
- **Written Reprimand:** An action by an employee of a more serious nature will trigger a written reprimand. It gives the employee notice that their actions have placed their continued employment with the district in jeopardy.
- **Suspension with Pay:** This will generally be used when an employee has been charged with a crime or when a serious accusation is made against the employee. The employee may be suspended with pay while an investigation is conducted.

- **Suspension without Pay:** This action may be taken for two reasons: 1) as a result of less serious disciplinary actions which have not improved performance. 2) as a result of an infraction of a very serious nature.
- **Termination of Employment:** This action may be used when the nature of the infraction warrants it or when the employee's records show previous infractions have not been corrected. Employee will be given a written notice of the effective date of termination.

JOB ABANDONMENT

Unexcused absences are a serious matter. Unless prohibited by a provision within a collective bargaining agreement, any employee who has three consecutive days of unexcused absences shall be considered to have abandoned their job without notice, effective at the end of the employee's normal shift on the third day. The employee's supervisor shall notify the Human Resource Office at the end of the third workday. Abandonment is considered a voluntary resignation.

RESIGNATION OR DISMISSAL OF CERTIFICATED STAFF

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. In the event of dismissal, procedures for the dismissal of certified staff members are governed by the laws of the State of Nebraska.

Staff members who submit their resignations to the board of education by April 15th will be released from the next school year's contract. Staff members who submit their resignations after April 15th will not be released unless the board is able to obtain the services of a quality replacement. Staff members who refuse to fulfill their contractual obligations are subject to being reported to the Professional Practices Committee of the Nebraska Department of Education.

PROFESSIONAL EXPECTATIONS

STAFF ETHICS

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, acknowledging, and complying with these standards.

Please refer to APPENDIX C to review these standards in detail.

Ralston Public Schools respects the privacy interests of its employees and recognizes their right to conduct their personal lives free from interference from the District. Nonetheless, employees should keep in mind that, even while off-duty, they represent the Ralston Public Schools to the public and should strive to preserve the District's reputation. In addition, certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence their standing as an employee of the Ralston Public Schools. Therefore, employees

who engage in unprofessional or criminal conduct or other serious misconduct off-duty may be subject to disciplinary action by the District, including termination of employment, if such conduct is determined by administration to be harmful to our image, inconsistent with expectations of our employees, or otherwise adversely affects our legitimate business interests. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal web sites and other social networking sites. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair their ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students. Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g. by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g. by e-mail, text messaging, through social media or instant messaging) on a matter that does not pertain to a school matter. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (i.e. grades). In these cases the students' parents should be included in the communications when possible.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.

- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior that exploits the special position of trust and authority between an employee and student.

An employee is required to make a report to their direct supervisor and/or superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the President of the Ralston School Board.

A student who feels their boundaries have been violated should immediately report the conduct or communication to a teacher, administrator, counselor, or other school employee with whom they feel comfortable.

All reports made under this policy will remain confidential to the extent allowed by law. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with Health and Human Services, filing a report with law enforcement officials, and filing a report with the Commissioner of Education.

PERFORMANCE AND BEHAVIOR

The following set of rules and regulations is intended to serve as a general guideline in governing appropriate employee behavior. The list is not intended to include all offenses for which an employee may be disciplined or discharged.

Performance Rules:

- Always make your best effort in your work.
- You are expected to meet reasonable standards of efficiency, productivity, and performance.
- Do not leave during working hours without advance permission from your supervisor.
- Always be punctual.

Behavior Toward Others:

- All staff members are expected to behave in a professional manner at all times. This expectation includes all interactions staff members have with students, staff members, parents, or other stakeholders of the Ralston Public Schools.
- Insubordination is prohibited. Insubordination includes the failure or refusal to obey the orders or instructions of a supervisor or administrator, the use of abusive or threatening language toward such individuals, or any conduct that undermines supervisor authority.

- Do not threaten, intimidate, coerce, provoke, interfere, or fight with other employees, supervisors, or students and their families at any time.
- Do not make false or malicious statements about employees, supervisors, students and their families, or Ralston Public Schools at any time.
- The use of profane or abusive language is not permitted in any situation.

Property of Others:

- Do not abuse, misuse, damage, destroy, sabotage, or steal the property of Ralston Public Schools, or the property of employees, supervisors, or students and their families.
- The use of Ralston Public Schools' equipment and supplies for personal purposes is generally not permitted. On various occasions and with permission from administration usage may be permitted on a limited basis and for a nominal fee.

Honesty:

- Do not falsify or fail to disclose completely all information requested or recorded on any employment, personnel, or other record of the District or its students and families.
- Do not alter, misuse, or remove from the District, without proper authorization, employee lists, student records, or confidential information of any nature.

Condition of District Premises:

- Do not create or contribute to unsanitary conditions on the District's premises; do not litter.
- Keep you work area safe and clean at all times.

Other Rules:

- Do not post or remove notices, signs, or any written or printed material on or from bulletin boards or elsewhere on the District's property at any time without advance permission.
- Always report any mistake by yourself or another person that could affect the District.

EMPLOYMENT-RELATED SEXUAL HARASSMENT

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

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

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

DRESS CODE

The attire worn by staff members conveys an important image to students and the general public. Certified staff, para-educators and office staff are expected to dress professionally. The building principal may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees. Custodial, maintenance, food service, and transportation staff should wear their employee uniform during work hours.

Staff must maintain a clean and professional image at all times when representing the district. Staff members who dress unprofessionally or have an appearance that is a distraction to the learning environment will be in violation of this policy and referred to the administration to correct the situation. Staff members who continue to dress in an inappropriate manner will be considered insubordinate and handled accordingly.

SECURITY BADGES

All District employees are required to wear a Ralston School District security badge. The initial security badge will be provided by the school district. All replacement badges will be purchased at the expense of the employee. While on duty and in the various school buildings staff members should have their ID badge on.

CARE OF DISTRICT PROPERTY & EQUIPMENT

Nearly all staff members will be issued some sort of equipment or property owned by the Ralston Public Schools to help achieve your job responsibilities. Examples of this equipment could be laptop computers, various electronic equipment or phones, books, tools, or different types of safety equipment. Staff members are expected to use great care and respect when using District

owned equipment and property. In the event that District owned property has been lost, stolen, or damaged beyond what is normal wear and tear, the District will assess appropriate monetary damages back to the staff member to replace the lost, stolen, or damaged item.

PERSONAL PROPERTY AT SCHOOL

Bringing valuable personal property to any school district building is strongly discouraged. The Ralston Public Schools will accept no level of responsibility for lost, stolen, or damaged personal property brought to school by employees. The best advice in these situations is to leave valuable personal property at home in a secure place to be assured of its protection. Examples of such items are: personal computers, expensive jewelry, large amounts of cash, personal electronic devices, tools, and family keepsakes to name just a few.

CERTIFICATION AND ENDORSEMENT REQUIREMENTS

All educators, including substitute teachers, must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements.

Certified employees are required to maintain all their endorsements, and may not permit any endorsement to lapse or remove it from their certificates. Any certificated employee working under a provisional endorsement must document regular progress and complete said endorsement as outlined in the Nebraska Department of Education, Rule 21.

The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Each administrator, including the superintendent, principals, and supervisors or supervisor of any special subjects or subject in which persons directly supervise the work of other teachers shall hold either a Nebraska Administrative and Supervisory Certificate or a Nebraska Professional Administrative and Supervisory Certificate.

PROFESSIONAL GROWTH OF CERTIFIED STAFF

Every six years, permanent certificated employees shall give evidence of professional growth. The six-year period shall commence on August 1st of the year the certified staff member achieves permanent status or tenure and shall end on July 31st after the sixth year of continuous service. Each subsequent six-year cycle shall begin immediately following the end of a cycle. Hours or credits cannot be accumulated during one cycle to be applied during a subsequent six-year cycle.

Six semester hours of college credit shall be accepted as evidence of professional growth. Other activities which may count towards the teacher's professional growth requirements include, but are not limited to:

- Mentoring a teacher new to the district
- Leading (or serving on) an external accreditation visit

- Teaching undergraduate or graduate level college courses directly related to education
- Publishing professional journal articles and/or research on a topic directly related to education
- Presenting on a topic directly related to education at a state or national conference
- Presenting on a topic directly related to education during a district inservice
- Attending at a state or national conference directly related to education
- Attending pre-approved professional workshops, seminars, or local inservice activities
- Serving on a pre-approved district-level committee
- Serving on a building school improvement committee
- Supervising a student teacher

One unit of professional growth credit will generally be equivalent to twelve hours of personal time spent on an educational activity.

Failure to comply with the requirement shall result in the following action:

1. Those certified staff members who fail to meet the statutory requirements shall be frozen on the salary schedule for the seventh year of the cycle or the first year of non-compliance.
2. Those in non-compliance with the statutory requirements shall be notified by April 15th of the sixth year of the cycle that their contract will be amended for the following contract year to include a freeze in dollar amount.
3. Evidence of compliance with the statutory requirements by October 1st of the seventh year shall result in restoration of normal salary status.
4. Failure to complete the statutory requirements by March 15th of the seventh year shall result in notification of suspension without pay and a recommendation for termination of employment at the close of the contract year as specified under Nebraska Revised Statute 79-824

PROFESSIONAL DEVELOPMENT PROCEDURES

Professional development is an important part of keeping with current trends and practices to provide the best service and instructional quality for our students and community. With that, employees will be asked to participate in professional development activities on a regular basis.

Professional development opportunities may be initiated by teachers, building administrators, or district administration. In all cases professional development must support the goals and mission of the Ralston Public Schools. Prior to registering for a professional development activity get approval from your supervisor or administrator. Procedures for registering for professional development activities are outlined in Appendix B of this document.

DISCLOSURE OF STAFF QUALIFICATIONS

Parents/guardians may inquire about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

- Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under an emergency or provisional teaching certificate.

- The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
- Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet state or federal requirements.

ACADEMIC CONTENT STANDARDS, ASSESSMENTS, ACCOUNTABILITY

The instructional curriculum of the Ralston Public School District will reflect state-approved academic content standards and district-established academic content standards. The Board of Education adopts District academic content standards that are equal to or exceed in rigor, the measurable academic content standards adopted by the state board of education. These content standards describe the knowledge, skills, and processes that are taught, learned, and assessed.

The Board of Education shall direct the superintendent to develop and implement a comprehensive student assessment system. The assessment system will be responsive to federal, state, and district requirements. It will reflect district identified academic content standards and state approved academic content standards. The comprehensive student assessment system shall be aligned with the instructional curriculum of the Ralston Public School District.
The Board of Education of the Ralston Public School District directs that the instructional curriculum shall be the taught curriculum.

The responsibility of the teachers is to teach the instructional curriculum using best practices that promote student learning. The responsibility of the principals shall be to monitor the taught curriculum through the use of the curriculum guide and learning plans as well as to evaluate teachers through the teacher evaluation process to ensure the instructional curriculum is the taught curriculum. The superintendent and their designee(s) shall ensure that principals monitor the implemented curriculum and evaluate teachers.

ASSESSMENT ADMINISTRATION AND SECURITY

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

For more information, please see Ralston Board Policy 4048.

HEALTH AND SAFETY

USE OF TOBACCO PRODUCTS

The use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

BREAK TIME FOR NURSING MOTHERS

The district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time the employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

BEHAVIORAL AND MENTAL HEALTH TRAINING

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

DRUG AND ALCOHOL FREE WORKPLACE

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy, and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

Within five days after a conviction, an employee must notify the head of the department in which they are assigned of any conviction of a criminal drug statute for a violation occurring in the workplace. The failure to report such a conviction will result in dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

An employee who is convicted of violating any criminal drug statute for conduct that occurred in the workplace will be subject to disciplinary action, including but not limited to suspension or discharge. The district may, in its sole discretion, require the employee to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

DRUG TESTING OF DRIVERS

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

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 substance test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substance 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.

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.

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

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.

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.

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.

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.

For more information, please see Ralston Board Policy 4003.

WORKPLACE SEARCHES

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other school owned property on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration. Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

WEAPONS AND FIREARMS

Weapons: No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon: The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms: No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy.

Definition of Firearm: The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

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

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

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

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

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

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

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

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

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

NOTIFICATION OF ARREST, CRIMINAL CHARGES, LICENSURE OR CHILD ABUSE

Employees shall notify the superintendent or designee by the next working day after the employee is (a) arrested; (b) ticketed; or (c) issued any form of criminal charge for committing an offense, crime, or infraction.

The above notification and reporting requirement herein apply if:

1. The maximum penalty for the crime equals or exceeds seven days incarceration;
2. The crime relates to abuse, neglect, or endangerment of a minor, or a minor was allegedly a victim or a witness;
3. The crime relates to misuse of drugs, alcohol, or controlled substances;
4. Job responsibilities are impacted including offenses that:
    a. Would constitute a violation of NDE Standards of Conduct and Ethics, chapter 27; or
    b. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
    c. Would impact the employee's Commercial Driver's License if the employee's job requires that the employee have a CDL.
5. The crime relates to alleged violence, force, coercion, or sexual misconduct;
6. The arrest or criminal activity occurs while the employee is on duty, or at a school attendance facility, on school property, at a school-supervised activity or school-sponsored function or in a school-owned or utilized vehicle.

Employees must also promptly report to the superintendent or designee whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable. Employees must give full disclosure of the existence and nature of the above proceedings and shall also immediately notify the superintendent or designee of the disposition of any such case or matter.

Employees shall also notify the superintendent or designee by the next working day after the employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license requirement for the employee's position. Employees shall also notify the superintendent or designee by the next working day after the employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Legal documents related to criminal charges, arrests, and child abuse complaints shall be treated and maintained as part of the employee's confidential criminal background file. Failure to notify the superintendent or designee as required under this policy may subject the employee to disciplinary action, up to and including termination.

WORKPLACE SAFETY

It shall be the policy of the Ralston Public Schools to take every reasonable precaution for the safety of the students, employees, visitors and all others having business with this school district.

The district will provide a loss control program designed to prevent on-the-job injuries and illnesses. In addition, each building will design procedures to address school violence. With staff and parent involvement, each school principal shall be responsible for developing a building safety management plan. The plan shall be reviewed annually. Cooperation by all employees is expected in our effort to make our schools a safe place to work and learn.

REPORTING AN ACCIDENT

If an employee is involved in an accident at work, immediately or as soon as possible within 24 hours, they must complete an Employee Accident Form and report the accident to the immediate supervisor. This form is available from the building secretary. The supervisor will then complete an accident analysis form. Both forms must be sent to the Business Office.

In order to protect you and other employees, you must present a physician's statement releasing you to return to work following any injury or illness for which you received a doctor's care or that resulted in your absence for three or more consecutive scheduled working days. The doctor's release must state that you are released to return to work either: (a) without limitation; or (b) with limitations, listing them specifically.

THREAT REPORTING AND ASSESSMENT

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 THAT REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

UNIVERSAL PRECAUTIONS

In general, a student or employee illness or injury will be dealt with by the school nurse or health paraprofessional. Because the need to help a sick or injured child may exist, training is required for all school employees. Because of the threat of infectious diseases, the following precautions must be followed for everyone's health & safety.

- Gloves should be worn when contact with any blood or bodily fluids are anticipated and should therefore be carried during playground duty, school activities, sports and field trips. They should also be worn for touching mucous membranes or broken skin (abrasions, etc.). Gloves should be changed after contact with each student. Hands should be washed immediately after removal of gloves.
- Disposable paper supplies and bandages should be used in the treatment and clean-up of any blood or bodily fluid.
- Disposable emergency mouth-to-mouth resuscitation masks should be used for such emergencies.
- Employees, who have an open lesion, wound, dermatitis, etc., should cover them with a dressing that will prevent contamination from other sources.
- Clean-up of blood and bodily fluids are dealt with primarily by the custodial staff. Again, precautions must be taken by all employees.
- Gloves must be worn for clean-up and disposal.
- Contain blood or bodily fluids with paper towels and use them to wipe up. Then place them in an individual plastic bag for disposal.
- Vomit must be covered with vomit absorbent first. (This is available from the custodians.) Follow the directions, then place the material in an individual plastic bag for disposal.
- Anything non-disposable (dust pans, brooms, etc.) must be sanitized. Cover them with a plastic bag until this can be done correctly.
- All plastic bags containing disposed material must be tied and disposed of in a lined trash receptacle.
- Soiled clothing should be removed immediately and placed in a plastic bag for laundering in hot water and detergent for 25 minutes. If cooler water is used, appropriate solutions must be used to inactivate the microorganisms.
- Both the injured party and the first aid responder must wash their hands or any exposed areas of the body immediately at the finish of clean-up and disposal. Should first aid to a fellow employee or visiting adult be required, the same precautions should be applied.

COMMUNICABLE DISEASES

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

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

A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized

Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSSA) events will be subject to its rules and procedures, if any.

If medical judgment substantiates that an employee has a chronic communicable disease and that employee poses a significant health threat to students and/or other employees the employee may be placed on medical leave.

The superintendent is responsible for assuring that procedural safeguards are used when determining the employment status of employees with chronic communicable diseases.

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 staff members shall be provided notice of any such changes by the district's regular means of contact.

HIPPA

The Health Insurance Portability and Accountability Act of 1996 protects certain health information. Prior to obtaining or releasing employees' protected health information, employees may be requested to sign an authorization for the disclosure of health information. If protected health information is requested from a third party, the School District will ensure that protected health information is released only as allowed by federal and state law.

HIV/AIDS AND AIDS-RELATED CONDITIONS

Ralston Public Schools recognizes that Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), its related conditions such as AIDS Related Complex (ARC), and seropositive test results for HIV/AIDS and/or ARC, are the source of considerable concern and pose significant and delicate issues for all employees.

As a result of such recognition, we have established guidelines for handling issues that may arise when an employee is affected by these conditions.

Policy Statement: Ralston Public Schools is committed to maintaining a safe and healthy work environment for all employees. Consistent with this commitment, the Company will treat HIV/AIDS and/or ARC the same as other illnesses in terms of all our employee policies and benefits, such as group health and life insurance, disability leaves of absence, and other disability benefits.

Based on the overwhelming weight of available medical and scientific opinion, including statements from the Surgeon General of the United States, and the U.S. Public Health Service and Centers for Disease Control, there is no evidence that such diseases are casually transmitted in ordinary social or occupational settings or circumstances. Therefore, subject to changes in available medical information and/or specific conditions involving the potential for transmission

of these diseases, it is the policy of Ralston Public Schools that employees with such diseases or any of their related conditions may continue to work as long as they are able, with any reasonable accommodation required by law, to perform the essential functions of their positions. Employees who are affected by HIV/AIDS and/or ARC or any other life-threatening illness will be treated with compassion and understanding. Co-workers will be expected not to refuse to work or withhold their services for fear of contracting such diseases by working with such an affected employee and not to harass or otherwise discriminate against such a person.

Procedures: Recognizing the need for all employees to be able to be accurately informed about these diseases, Ralston Public Schools will make every effort to have information available regarding the facts about them, how they are transmitted and not transmitted, and how best to keep them from spreading. Employees who would like to be provided with this information should contact the Human Resources Department.

Employees affected by or concerned about HIV/AIDS and/or ARC or any of their related conditions are encouraged to contact their supervisor or Human Resources Department to discuss their concerns and to obtain additional information. Additional information can also be found on the Nebraska AIDS Project website at http://www.nap.org. All such communications will be treated by Ralston Public Schools with strict confidentiality

AHERA NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA), which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Ralston Public Schools has conducted a re-inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on January 22, 2013, all materials listed in the Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected and found to be in good condition.

The law further requires an asbestos management plan to be in place. Ralston Public Schools developed a plan, as required, which has been continually updated. The plan has several ongoing requirements: publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of the asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: Ralston Middle School. During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: Mockingbird kitchen storage. During the next year, we plan to conduct the following asbestos related activities at the following school buildings: removal of kitchen storage room floor tile at Mockingbird Elementary.

It is the intention of Ralston Public Schools to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a healthy and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in school district administrative office or administrative office of the school during regular business hours. Pat Flinn is our designed asbestos program coordinator, and all inquiries regarding the asbestos plan and asbestos-related issues should be directed to 402-898-3460.

SCHOOL CLOSING

During the winter months there are occasionally mornings when the decision is made to close school due to severe wind chills or driving conditions that make it unsafe for students who walk to school or are inexperienced drivers. On those days principals and specific personnel will report to check buildings and monitor if some students arrive at school so they can be returned home for safety reasons. All other personnel will not report. The Virginia Moon Administrative Center will be open from 9 a.m. to 3 p.m. on those days. A school closing protocol will be published annually to outline specifics surrounding this process.

When school is closed there will be no school-sponsored activities held without the permission of the superintendent or their designee.

TECHNOLOGY

USE OF TECHNOLOGY

The use of school-owned technology, including computers, whether stand-alone, as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right. The following policies apply to any and all electronic devices (including personal devices) that are used on school property, whether or not the user is connected to a network.

All use of technology, whether personally owned or provided by the district, must be consistent with and driven by the educational objectives of the Ralston School District.

The following guidelines shall be observed by all staff members regarding the acceptable use of the district's Internet resources:

- Staff shall be restricted to use the Internet to conduct research for instructional purposes.
- Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents and patrons.

- Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
- Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

The following behaviors represent unacceptable use of the district's Internet resources:

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

To display or print sexually explicit images or documents on the district's systems is a direct violation of the district's Sexual Harassment policy. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using our network or computing resources. The exception to this would be documents/files needed to be archived for legal reasons.

The distribution or sharing of confidential information related to the faculty, staff, or students of the Ralston Public Schools is expressly prohibited. Even when physically able to do so, users will not access any information other than which they are specifically authorized to and which is necessary for the performance of their assigned duties. The district's information may not be utilized for the benefit of any other person or organization.

No employee may use the district's Internet, Intranet, or e-mail facilities to deliberately propagate any virus, worm, Trojan horse, or trap-door program code. Likewise, no employee may use the district's Internet or e-mail facilities to knowingly disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user. Local law enforcement officials will be contacted in the event of theft and/or intentional damage to district's equipment or network systems.

While on district property, the use of technology shall not be permitted for personal reasons or for purposes that are contrary to the goals and objectives of the Ralston Public Schools, unless deemed incidental, intermittent, or occasional. The district administration shall have sole and absolute discretion to determine what personal use may be permitted as incidental, intermittent, or occasional. The Ralston Public Schools shall not be held liable for any loss (including, but not limited to, financial loss, identity theft, or loss of information) an employee may experience while conducting personal business on school property or with equipment owned by the district.

Any district-owned electronic devices are subject to service at any time, which may result in the loss of data. The district will not be responsible for any damage a user may suffer, including loss of data.

The Ralston School District makes no warranties of any kind, whether express or implied, for the technological services it provides. The Ralston School District will not be responsible for any liability or expense the user may incur in connection with the use of District technology. The user agrees to indemnify (hold harmless) the Ralston School District for any expenses, including attorney's fees, arising out of the use of District technology in violation of this agreement.

The Ralston Public Schools Internet facilities, computing resources, e-mail and voice mail must not be used to knowingly violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other local jurisdiction in any way.

Any violation of school policy and rules regarding the use of the district's computer and/or Internet resources may result in:

- Discharge from employment or such other discipline as the administration and/or the board deem appropriate.
- The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member.
- When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

The Ralston Public Schools will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, and archives on individuals' Internet, e-mail, and voice mail activities. In addition, the Ralston Public Schools may divulge any information found during monitoring to any party it deems appropriate.

TECHNOLOGY IN THE CLASSROOM

The district desires to use technology in a way that aids in the education of students. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

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

Smart speakers, such as Google Home, Amazon Echo, Apple HomePod, and similar devices, may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school e-mail address.

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

For more information, please see Board Policy 3050.

OFF-DUTY PERSONAL USE OF TECHNOLOGY

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

SCHOOL AFFILIATED WEBSITES

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated webpage that represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personally-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

SCHOOL AFFILIATED SOCIAL MEDIA

Any social media account which purports to be "the official" account of the school district (e.g., "Ralston Football"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts. Staff may also be required to interact with specified individuals on school-affiliated social media accounts.

When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

The following is a list of unacceptable uses of social media which constitute a basis for disciplinary action up to and including termination of employment:

- Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
- Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
- Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

For more information, please see Board Policy 4051.

MONITORING / NO EXPECTATION OF PRIVACY

Access to the District's network, email, voice mail, and Internet/Intranet resources are given to employees to assist them in the performance of their work. The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

Although Ralston Public Schools does not routinely monitor employee use of computers, Internet, e-mail or voice mail, it reserves the right to do so at any time at its discretion.

The use of encryption or passwords, the labeling of an email or document as private or personal, the deletion of an email or document, or any other such process or action shall not diminish the District's rights in any manner.

Ralston Public Schools will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries and archives on individuals' Internet, email and voice mail activities. In addition, Ralston Public Schools may divulge any information found during monitoring to any party it deems appropriate.

COMMUNICATION / ACCESSING INFORMATION

Communication is vital to having an informed and efficient organization that is responsive to the needs of students and the community. All employees are expected to regularly read their printed and electronic communication. It is expected that employees reply promptly to mail, e-mail, and other communication requests by parents, community members, students, other teachers, and administration.

Employees who are interested in communicating electronically with more than half of the staff members at a building site, for reasons that are not related to the normal, day-to day operations of the school, must first receive the permission of the principal or the employee's immediate supervisor. Likewise, employees who are interested in communicating electronically with staff members at the district level, for reasons that are not related to the normal, day-to-day operations of the district, must first receive the permission of a district administrator. In all cases, the information being communicated must advance the educational objectives of the Ralston Public Schools and may not interfere with the learning environment, be harmful to our image, inconsistent with the expectations of our employees, or otherwise adversely affect our legitimate business interests. Employees who attempt to circumvent and/or violate this policy may be subject to disciplinary actions up to and including termination of employment.

CELL PHONE/ELECTRONIC DEVICE USE

Ralston Public Schools recognizes that employees will need to use cell phones and other electronic devices occasionally. However, the District prohibits excessive use of such devices during working hours.

DISTRICT CELL PHONES

The District will provide identified employees with a cell phone. Approved employees will be able to choose from an identified list of cell phones that the district will provide. The monthly service charge will be paid by the district based upon the negotiated agreement with the cell phone service provider. Approved employees wishing to hold their own cell phone contract will be reimbursed a $50.00 monthly stipend and a $100.00 equipment stipend every two years. If an approved employee holds their own cell phone contract and is paid a stipend they must supply their phone number to RPS so they can be contacted. All approved employees will have to sign a cell phone user agreement before being supplied with a district provided cell phone.

ELECTRONIC COMMUNICATION WHILE DRIVING

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related worked based upon employees' duties and responsibilities.

POLICIES REGARDING STUDENTS

STUDENT SAFETY

Teachers shall make every reasonable effort to protect students from conditions that interfere with the learning process or are harmful to the health and/or safety of others.

Physical restraint of a student may sometimes be necessary to protect the student and/or other individuals. Physical restraint will be used with extreme caution and only in emergency situations where there is a risk of injury to someone if physical restraint is not used, and only after other less intrusive alternatives have failed or been deemed inappropriate. Staff members may physically restrain a student without advance notice to the building administrator when a student's behavior poses a threat of imminent, serious, physical harm to self and/or others.

The Ralston School District's emphasis is on prevention and behavioral de-escalation that reduces the risk of injury. The emphasis is always on the care, safety, and welfare of our students. The primary technique that should be utilized by staff members is verbal de-escalation. Physical restraint may only be used when non-physical interventions would not be effective, and/or the student's behavior poses a threat of imminent, serious, physical harm to self and/or others.

STUDENT DISCIPLINE

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in Board 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.

For more information, please see Ralston Board Policy 5035.

STUDENT 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 time or is highly likely to be repeated". The school district's administrators will consider these definitions when determine whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

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.

EMERGENCY EXCLUSION

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

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

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

For more information, please see Ralston Board Policy 6031.

CORPORAL PUNISHMENT

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Some physical contact is inevitable. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

SUSPECTED CHILD ABUSE/NEGLECT

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Educators are required by law to report any known child abuse or neglect. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers their life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Any school employee who has reasonable cause to believe that a child has been abused or neglected must report the suspicion to the building principal immediately.

The principal and the school nurse and/or the school guidance counselor or school psychologist shall, whenever possible, investigate the concern immediately within 24 hours of receiving the initial report. The school staff shall endeavor to conduct this investigation in a manner that does not interfere with any current or future investigation by law enforcement. When the principal determines that a report should be made, they shall make a report to the office of social services or law enforcement. The principal shall inform the employee(s) who made the initial report whether they have made a report to the office of social services or law enforcement. If no such report has been made but is deemed appropriate, the employee(s) shall file such a report if they have reasonable cause to believe that a child has been abused or neglected in conjunction with the building principal, school counselor or school psychologist.

The building principal, school counselor, or school psychologist must complete the necessary paperwork and keep it on file. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged; keeping in mind that prompt reporting is essential.

The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

For more information, please see Ralston Board Policy 4054.

STUDENT INTERVIEWS

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

STUDENT SEARCHES

Certified and classified staff members may not search students or their belongings. If a staff member suspects that a student is in possession of contraband, they should immediately contact a member of the administration and supervise the student until the administrator arrives. Students who are suspected of having an item in violation of school rules may be directed to wait with a staff member.

ELECTRONIC COMMUNICATION WITH STUDENTS

All forms of electronic communication with students including, but not limited to, the use of e-mail, text messaging, instant messaging, and social media must advance the educational goals and objectives of the Ralston Public Schools.

STUDENT CONFIDENTIALITY

Any student records, including reports of illness, abuse and neglect are strictly confidential. Student privacy will be rigidly protected by all employees of the district. Failure to do so will result in disciplinary action, up to and including termination.

The school district provides students with a certificated school guidance counselor. Information that students provide to counselors and/or school psychologists is confidential but not legally privileged. The counselor and/or school psychologist will attempt to respect the privacy of student disclosures, but will share all relevant information with other education professionals as appropriate or as directed. The counselor and/or school psychologist will also contact parents and law enforcement officials as appropriate.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

When a counselor and/or school psychologist is in doubt about what information to release, they should discuss the matter with the building principal or with the superintendent.

CRISIS ASSISTANCE

The school district will use a Crisis Response Team (CRT) to plan and coordinate efforts to deal with an emergency that involves the school, staff, and students. The primary concern will be the safety and welfare of students and staff, followed by the protection and salvaging of property.

During a crisis, school will be conducted in as normal and routine a manner as possible. To help provide students and staff with the services to cope with an emergency, the CRT may call upon patrons and school and community professionals who are skilled in providing counseling.
A careful balance must be maintained between the right of the public to information and the rights of the student and staff to privacy and normalcy. All crisis information will remain confidential unless decided otherwise by the general coordinator. The general coordinator will be responsible for dealing with the media and providing information to the public.

For more information, please see Ralston Board Policy 4036.

SUMMARY

This handbook is a general guide to the operations of the school district. More information and specific details on matters covered here are provided in negotiated agreements, Board of Education policies and building handbooks. Questions that are not addressed in this handbook may be answered by contacting a supervisor, the Human Resources Office or another appropriate office. All employees are wished the best as they work with their colleagues to provide quality education for the students of Ralston.

EMPLOYEE ACKNOWLEDGEMENT PAGE

This is to certify that I have read this employee handbook and I am familiar with its contents. I understand that it is not a binding contract but a set of guidelines for the implementation of personnel policies. I understand that by signing this acknowledgement, I agree to abide by the policies and procedures set forth by the Ralston Public Schools.

_____

Employee Signature

_____

Employee Name (Printed)

_____

Date

APPENDIX A

Ralston Public Schools
District Reimbursement Guidelines

Receipts:
If an expense item is to be reimbursed by Ralston Public Schools, there must be a receipt attached validating the expense. The receipt must include the following:

1. Name of business where purchase was made or service was performed. (Some business receipts do not include the business name. Please write the name on the receipt.)
2. Date of service
3. Detail of items/service purchased
4. If expense is for a meal or food, please include the name of the meeting and the names of the individuals who attended or ate the meals claimed for reimbursement.
5. If needed receipts may be attached to a plain piece of paper to include all pertinent information.

The following types of receipts are NOT acceptable:

1. Summary credit card slip showing only the total charge
2. Cancelled check
3. Credit card statement with the expense circled

Bottom Line: If you do not have an acceptable receipt for expense reimbursement the district may not be able to reimburse for that expense item.

Mileage:
Mileage will be reimbursed at the standard IRS mileage allowance. The IRS updates the rate annually. The District publishes a mileage reimbursement form that is to be used for mileage reimbursement. This document can be found in the essential documents section on Google drive, or on the Ralston Forms website. Please remember to check on the availability of the Ralston Public Schools vehicles for trips in which several staff members will be attending. When available, the district vehicles must be used for travel. Mileage will only be reimbursed from your place of work to the activity location identified and back. Mileage will not be paid from your home or residence.

Rental Cars:
Rental cars are not reimbursed to the employee unless the following conditions exist:

1. Prior approval from the Assistant Superintendent for Business AND one or more of the following conditions exist:
2. The cost of the cab fare or shuttle, to **or** from the airport, is more than the daily rate plus incidentals, such as fuel and parking, to rent the car.
3. The hotel where the employee is staying is not within walking distance to the conference and the hotel does not offer shuttle service to the conference.
4. The rental is less expensive than a flight for several persons attending an event and is within a reasonable driving distance.

Purchasing Items:

We are a tax-exempt organization. As a result, we are not required to pay sales tax on purchases. Because of this, purchasing items on a personal basis and asking for reimbursement is discouraged. An employee who elects to purchase an item on their own may seek reimbursement for the item, but will not receive reimbursement for any sales tax paid. The district does recognize that at times cost savings may be realized by purchasing items on a personal basis. If this becomes necessary, advanced permission from your supervisor is required prior to purchasing items that you wish to be considered for reimbursement. When asking for reimbursement on such purchases please use the receipts portion of this document to guide the reimbursement submittal. *NO PERSONAL ITEMS ARE TO BE PURCHASED USING OUR TAX EXEMPTION. PLEASE RING UP PERSONAL ITEMS SEPARATELY!*

Expenses that will not be reimbursed:

1. **Alcoholic Beverages** will NOT be reimbursed.
2. **Entertainment** such as movies, etc.
3. **Laundry fees**
4. **Personal maintenance items**
5. **Tips for services** such as housekeeping, bellman, etc. Tips for cab fare, shuttles, and meals will be reimbursed but are limited to 20% of the charges.
6. **Cab fares, shuttle costs, etc.** for employee's personal travel such as sightseeing, shopping, etc. Restaurants for dining out should be selected close to the hotel to keep transportation costs to a minimum.

Meals:

When traveling away from Ralston and it is necessary to have a meal while on duty it is expected that care is used in selection an appropriate price level restaurant. Exact per diem amounts have not been set so care and good judgment should be used in keeping costs appropriate. It is also expected that detailed documentation and receipts are kept to insure reimbursement. Meal reimbursement is for RPS staff members only unless the event is hosted by the Ralston Public Schools and you are doing the business of the Ralston Public Schools.

District Cell Phones:

The district will provide identified employees with a cell phone. Approved employees will be able to choose from an identified list of cell phones that the district will provide. The monthly service charge will be paid by the district based upon the negotiated agreement with the cell phone service provider. Approved employees wishing to hold their own cell phone contract will be reimbursed a $50.00 monthly stipend and a $100.00 equipment stipend every two years. If an approved employee holds their own cell phone contract and is paid a stipend they must supply their phone number to RPS so they can be contacted. All approved employees will have to sign a cell phone user agreement before being supplied with a district provided cell phone.

Charging on District Accounts:

At no time shall any employee charge items to a revolving account registered to the Ralston Public Schools unless advanced permission has been granted by a supervisor or school administrator. Charging any items for personal business on school district revolving accounts is strictly prohibited.

APPENDIX B

Ralston Public Schools
District Professional Development Guidelines

Requesting Professional Development:

1. Teachers: Please get approval from building administrator.
2. Building Administrator: Please align requests with goals and mission and identify appropriate funding prior to making arrangements.
3. District Administrator: Please align requests with goals and mission and identify appropriate funding prior to making arrangements. Communication with building principals is also essential prior to making arrangements.

Professional Development Requests from Buildings/Teachers:

Professional development requests that originate from building principals or teachers must be arranged and organized at the building level. Steps that are required for appropriate planning are:

1. Identify if the professional development meets the District/Building goals and mission
2. Identify appropriate funding in advance
3. Complete any required registration process
4. Organize any needed transportation or lodging arrangements
5. Schedule substitute teachers as needed
6. Submit costs, reimbursement, and expenses for payment as needed to the Business Office
7. Prior to the event check that all details are covered

Professional Development Requests from District Administration:

Professional development requests that originate from Central Office or District administration must be arranged and organized at the Central Office level. Steps that are required for appropriate planning are:

1. Identify if the professional development meets the District/Building goals and mission
2. Identify appropriate funding in advance
3. Communicate with building principals and teachers about the training opportunity
4. Complete any required registration process
5. Organize any needed transportation or lodging arrangements
6. Schedule substitute teachers as needed
7. Submit costs, reimbursement, and expenses for payment as needed to the Business Office
8. Communicate to all stakeholders details of arrangements and expectations
9. Prior to the event check that all details are covered

Requests for Payment:

Any requests for payment that would accompany reservations or registrations should be submitted well in advance of the deadline (at least 3 business days) to the Business Office so that a check can be mailed. In all cases detailed documentation should accompany requests so that accurate records may be kept and registrations and reservations are made in a timely manner.

APPENDIX C

CODE OF ETHICS

TEACHING PROFESSION

STATE OF NEBRASKA

STANDARDS OF PROFESSIONAL PRACTICES

Introduction
It is the responsibility of the Commission to provide advice and counsel to the State Board of Education in developing standards of professional practices in areas including, but not limited to, (1) ethical and professional performance, (2) competency, (3) continuance in professional service, and (4) contractual obligations.

Standards applicable to professional practices have been adopted by the Nebraska State Board of Education. The Code of Ethics, Standards for Continuance in Professional Service, and Contractual Obligations are presented in this pamphlet. The Commission shall adhere to these standards in making recommendations of whatever nature in accordance with its statutory authority.

The State Board of Education shall request the Commission or a special committee of members thereof to hold hearings and make recommendations to the State Board of Education concerning alleged violations of standards of professional ethics and practices by holders of public school certificates. Each educator can be aided by this publication in developing and continuing the use of professional practices that are in the best interest of the students, the profession, and the public.

CODE OF ETHICS

Preamble
The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence, and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility they have accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge their colleagues, and to be judged by them, in accordance with the provisions of this chapter.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in Nebraska with respect to ethical and professional conduct and are,

therefore, declared to be the criteria of ethical and professional performance adopted pursuant to the provisions of Section 79-868 R.R.S. for holders of public school certificates.

If the certificate holder is employed in a nonpublic school, that context shall be taken into account in the application of these standards.

Principle I - Commitment as a Professional Educator

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance, and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Commissioner any known violation of Principle I, number 7; Principle III, number 5; or Principle IV, number 2.
10. Shall seek no reprisal against any individual who has reported a violation of this chapter.

Principle II - Commitment to the Student

Mindful that a profession exists for the purpose of serving the best interest of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to their classes, unless approved by the local board of education.
7. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public

The magnitude of responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of and confidence in the rule of law, a respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, or commit any felony under the laws of the United States or any state or territory.
6. Shall with reasonable diligence, attend to the duties of their professional position.

Principle IV - Commitment to the Profession

In the belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent their professional qualifications, or those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

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

STANDARDS FOR CONTRACTUAL OBLIGATIONS FOR ALL CERTIFICATE HOLDERS

Members of the teaching profession shall adhere fully to the terms of a contract or appointment.

Summary

Teaching in the public schools of Nebraska and related administrative and supervisory services are recognized as a profession by the Legislature.

In recognition of the professional status of educators, the Governor is authorized to appoint a Professional Practices Commission representative of elementary and secondary teachers, administrators, and higher education. The goal of the Commission is to develop, promote and enforce standards of professionalism for Nebraska educators.

APPENDIX D

Supplemental policies and procedures for Sign Language Interpreters

Code of professional conduct:

The Code of Professional Conduct for the Suburban Schools' Program is based on the Code of Professional Conduct of the Registry of Interpreters for the Deaf (RID) with the perspective of an educational setting. The RID Code of Professional Conduct referenced is in parenthesis following each principle.

1. The EI/T shall be dedicated to providing competent interpreting services in a manner befitting a professional. (RID tenet 2)
    1.1. Professional appearance: EI/Ts must always keep in mind their role to facilitate communication and their responsibilities as visual representatives of the consumers involved in any given interpreting assignment. EI/Ts should dress in a manner that will be as unobtrusive as possible and assure the best background for signing. Avoid highly visible jewelry, excessive makeup and other characteristics of physical appearance that are distracting.
    1.2. Personal Qualities: The EI/T must be dependable, responsible and reliable at all times. The EI/T must use tact when interacting with others, remaining diplomatic and perceptive. The EI/T must maintain an acceptable demeanor, exhibiting self-confidence and self-control.
2. The EI/T judiciously safeguards assignment-related information of a confidential nature. The obligation to protect confidences does not prevent an educational interpreter from revealing information to their employer or member of the IEP professional team for record keeping, program management and supervision. (RID tenet 1)
3. The EI/T provides parents and other members of the educational team on the student's use of interpreting service when requested. The EI/T will redirect parents and other team members to the deaf educator/resource teacher for parental/team member questions that are not related to the student's use of an interpreter within the educational setting. (RID tenets 1, 2, 3, and 4)
4. The EI/T and deaf educator/resource teacher shall provide information when necessary, to educate the consumers about the role and appropriate use of the interpreter. (RID tenets 2 and 3)
5. The EI/T conveys the content, spirit and affect of the speaker using the language system approved by the educational team. (RID tenet 2)
6. The EI/T will not counsel nor interject personal opinion during interpretations/transliterations. (RID tenet 3)
7. The EI/T will maintain an appropriate adult-student relationship with all children/students (deaf and hearing). This is the ability to maintain "Professional Distance" or professional boundaries. (RID tenet 3)

Registry of Interpreters for the Deaf (RID) Code of Professional Conduct

The Registry of Interpreters for the Deaf, Inc. has set forth the following principles of ethical behavior to protect and guide interpreters and transliterators and hearing and deaf consumers. Underlying these principles is the desire to insure for all the right to communicate.

This Code of Professional Conduct applies to all members of the Registry of Interpreters for the Deaf, Inc. and to all certified non-members.

Tenets (updated 2008)

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

Educational Interpreter Roles and Responsibilities

1. The IEP team, not an individual EI/T, has the responsibility to determine any alternative modes of communication to be used in order to meet the needs of an individual student.
2. The EI/T will use an English-based system such as Signing Exact English System during subjects such as Reading, Writing, or English where the focus is learning to read and/or write English.
3. The EI/T will interpret any and all information presented in a classroom situation: formal instruction, individual instruction, informal social interaction between peers and conversation in classroom when appropriate.
4. The EI/T will voice interpret and relay information to non-signers.
5. The EI/T will rephrase information or simplify to aid understanding without providing the student with answers. If time does not permit during class time, the EI/T will inform the resource or deaf education teacher that extra help is needed and be willing to tutor if requested.
6. The EI/T will interpret at school functions during the school day.
7. The EI/T will tutor students when requested by deaf educators.
8. The EI/T will use any preparation time to prepare for future classes. It is the responsibility of the EI/T to know the assignments in advance so that any unknown vocabulary can be learned prior to class.
9. The EI/T will notify the deaf education teacher of tests, reviews, special assignments and any other concerns that impact the student's performance.
10. The EI/T will remain in the assigned classroom until the end of the class period, even when the student is doing independent seatwork. S/he should be available to interpret at all times.
11. Clarify routine points for the student, but do not assume the teacher's role. Repeat the interpretation of instruction only when it is needed, not routinely.
12. The EI/T will make sure students understand their interpreting, requesting feedback from the student as age or maturity allows. The EI/T will help the student develop their ability to provide appropriate feedback as a consumer of the service.
13. The EI/T will interpret all information presented in the class. Do not make indiscriminate decisions to leave out some class information.
14. The EI/T will use fingerspelling to convey key vocabulary, as method to emphasize a word/concept, and as a sign; do not invent signs without prior discussion with the student. The fingerspelling presentation must contain ***all*** the letters of the word and be presented at a rate at which the student can receptively comprehend the word. EI/TVs need to be

aware of the students' challenges with which they work. Some students may be poor spellers or have memory problems; therefore reading a word sign may be more meaningful, faster, and provide a clearer message for students to key into than fingerspelling.

15. The EI/T will obtain information on the day's goals, tests, review, projects, extra credit work, special assignments, etc. for the deaf educator. Students are also responsible for all afore stated information.
16. The EI/T will refer any questions from parents regarding their child to the appropriate teacher(s). The EI/T ***will not*** discuss student's performance.
17. The EI/T will request to review student folders of those individuals for whom the EI/T will provide service. This review will help better prepare the EI/T to meet the language and learning demands of the students. This information may also be acquired from the deaf education teacher or the student's IEP case manager. All information learned during the review or conversation should be kept strictly confidential.
18. The EI/T will complete a sub folder. This folder should be prepared within the first week of school and be updated accordingly. These folders will be housed in the interpreter's desk/office or in the deaf education room. Sub folders should contain the following information and need to be kept up to date with schedule changes and appropriate forms:
    - Opening letter from director
    - Schedules
    - Positioning information
    - Equipment needs of students such as Alpha Smart, FM
    - Communication mode and other special information
    - Building map with key rooms/locations highlighted
    - Substitute Interpreter Time Sheet
    - Sub notes (use form appropriate for the grade level and class schedule)

Educational Interpreter Attendance

In order to ensure consistency and to maximize progress of the students who are deaf or hard of hearing, it is crucial for the EI/T to be at work. Punctuality is essential. If an absence from work is necessary, follow these guidelines.

1. All EI/TVs must call the designated interpreter or program director at 402-496-1419 (morning) or 402-339-2090 (during school hours) to report an absence.
    a. Must call between 6:00 am-7:15 am – DO NOT send a text message and DO NOT leave a message
    b. Also leave a message with Diane Meyer at 402-339-2090 or notify Diane via e-mail: diane_meyer@ralstonschools.org
2. The ill/absent EI/T will contact their assigned building also.
   If you are at school and become ill:
    a. You must notify the building's deaf education teacher.
    b. You must contact the designated interpreter/program director at 402-339-2090
    c. Also leave a message with Diane Meyer at 402-339-2090 or notify Diane via e-mail: diane_meyer@ralstonschools.org
3. The EI/T will document the beginning and end of their workday through the electronic time card system as required by Ralston Public Schools.

Extra-Curricular Activities

Suburban Schools' Program offers many opportunities for extra-duty pay to interpreters. Extra-curricular activities include: sports, meetings, clubs, Open house, National Honor Society, parent conferences, etc. EI/T duty time is seven and one-half hours of which 30 minutes is a paid lunch, an additional benefit. Any activity outside of assigned duty time is considered extra-curricular and is done for extra pay. Overtime pay (time and one half) begins after you reach 40 hours in one week. The 40 hours does not include the paid lunch benefit but does include negotiated leaves.

The amount of time interpreted must be rounded to the nearest quarter hour. For example, if an activity runs ten minutes, the EI/T is to charge for fifteen. If the activity runs for 25 minutes, the EI/T is to charge for thirty minutes.

Please sign-up if you are interested in covering extra-curricular activities. The activities are posted via email to all the EI/T staff. Job assignments are based on order of interest. Any individual accepting an activity must locate his/her own substitute for the activity in the event of illness. Recurrent activities such as sport practices may be split between interpreters.

Mileage can be claimed for extra-curricular activities under certain circumstances. The mileage form can be found in Ralston's Cloud. See the section on mileage included in the forms section for details on completing the document. Conditions for mileage reimbursement for Extra-curricular activities:

- Mileage cannot be claimed for driving back to school for a club, sport, or evening activity (i.e. open house, parent-teacher conferences, etc.) in which you will be paid for your time. Example: drama rehearsal starts at 7:00 pm; the interpreter goes home between school and rehearsal—no mileage can be claimed.
- Mileage cannot be claimed for driving to a school or competition site for sports when the event occurs on the weekend such as practice or a meet/game.
- Interpreters are to facilitate communication with any non-signers (coach or fellow students), which include drive times to off-campus events. The only exception to this is when there is no room on the district vehicle for the interpreter. The program director must be notified of this situation prior to the event for approval to drive a personal vehicle and request reimbursement.

Educational Interpreter/Transliterator Performance Appraisals

Observations

The director will observe EI/Ts twice a year. Evaluations are also sent to the personnel office. This will provide for documentation of skills as well as professionalism. The director will complete the evaluation. Copies of the format are included so the EI/T can be aware of expectations. A Ralston Public Schools' general evaluation of employee skills is also completed by the program director with input from the deaf educator.

Any areas deemed unsatisfactory or "in need of improvement" will be addressed initially through informal interventions between the interpreter and the Director. If performance is not improved in a stated period of time, the interpreter will be placed on formal intervention, which can lead to termination**.**

Continuing Education

The Nebraska Department of Education Rule 51 outlines the rules and regulations governing employment of EI/Ts in the state of Nebraska. The guidelines can be view at http://www.nde.state.ne.us/SPED/sped.html. It is under the Policy and Procedures section. To maintain employment in the state, educational interpreters will obtain 20 clock hours of educationally related continuing education every two years. The RID Code of Professional Conduct, tenet 7, also requires continued professional development.

APPENDIX E

Supplemental policies and procedures for Drivers

Dress Code

Drivers are expected to present a neat, clean, and professional appearance at all times. The following minimum Transportation Department dress code standards are based on professional image, safety, and health.

a. Drivers will wear Transportation shirts provided by the district of them or Ralston shirts.
b. Drivers will wear enclosed shoes. No open-toed shoes are allowed. Sandals and flip-flops are not safe in the event of a bus evacuation.

Minimum Acceptable Conduct

Driving school children is an awesome responsibility. Consequently, drivers are held accountable for the safety of their passengers. Ralston Public Schools drivers must be above reproach at all times. The following guidelines reflect the minimum acceptable standards of conduct and dress expected of all drivers while on duty.

a. Smoking in or around any school district vehicle is prohibited.
b. Eating or drinking on the bus while students are present or while the vehicle is in motion is prohibited.
c. Drivers will not use inappropriate language or engage in inappropriate conversations while on duty and/or while on Ralston Public School property.
d. Unauthorized connections of electronic equipment (i.e., radios, tape decks, CDs…) to any district vehicle is prohibited. Drivers must be able to hear sirens and train signals.
e. Inappropriate conduct or conversations with students is strictly prohibited. Inappropriate conversation or comments about students is strictly prohibited.
f. Failure to wear seat belts in district vehicles.
g. Regular and predictable attendance is a required condition for employment.
h. While on duty, drivers should treat parents, community members, students, patrons, and all individuals in a respectful manner. Incidents involving dissatisfaction with Ralston's transportation department should be reported to the transportation supervisor immediately.

Termination and/or Suspension

Serious infraction, including but not limited to the following, may be cause for immediate termination and/or suspension:

a. Being under the influence of drugs or alcohol
b. Destruction of school property
c. Failure to stop at railroad crossings
d. Failure to report an accident involving a district vehicle
e. Failure to report an accident involving a personal vehicle
f. Carrying unauthorized passengers: In accordance with Nebraska Department of Education, Title 92, "No one except school personnel, supervisory personnel, monitoring personnel, and pupils assigned to a pupil transportation vehicle for a particular route schedule or for an activity trip as defined in 92 NAC 92-002.02 , may ride such vehicles" Essentially, this rule means no one other that students, sponsors,

and chaperones may ride a school bus.

g. Failure to pick up a student
h. Leaving a student on the vehicle after returning to the Transportation Center or other final destination
i. Unauthorized use of the district vehicles or using the vehicle for personal errands
j. Failure to be punctual
k. Deviating, without approval, from the assigned route unless there are unforeseen traffic circumstances
l. Failure to pre-trip a vehicle properly. Arrive early enough to complete the pre-trip before leaving the lot. The time clock will show if you had time to do the pre-trip.
m. Inappropriate language, comments, or touching towards students, staff, and/or other adults
n. Tampering with any cameras and/or recording devices located inside the vehicle.

Basic Loading and Unloading Policies

Bus drivers should adhere to the following procedures:

a. If a parent wishes to change a pick-up/drop-off time/location, advise them to contact the Coordinator of Transportation. Drivers are not authorized to make changes.
b. When running more than 10 minutes late for the schedule pick-up or drop-off, contact the Coordinator of Transportation who will pass on that information as appropriate.
c. Pick-ups should be curbside at the student's residence. If this is not possible, park the vehicle so the student does not have to walk on the roadway.
d. If a student is not at the authorized stop at the scheduled time, drivers will wait 3 minutes and then leave. Call the Coordinator of Transportation at the soonest opportunity.
e. Drivers are responsible for ensuring all students are properly seated on the bus with the appropriate restraint system secured, except if a parent/aide assisted/seated the child.
f. After arriving at the school of attendance, drivers or the para are responsible for removing students from the seat and assisting students in leaving the vehicle, if needed.
g. After all students have departed the vehicle, immediately check the vehicle for any students or items that may have been left behind.
h. When drivers are given route changes, new student information, or when a student has been dropped from the route, all outdated information is to be shredded at the Central Office.
i. If no one is at the student's home or the student cannot enter their home at the end of the day, the driver will continue the route and then, return to the student's home and call the Coordinator of Transportation. If after the second attempt, there is still no one at the home, then the student will be returned to school of attendance. If the child is an open enrolled student, call the Coordinator of Transportation.

Emergency Procedures

The following procedures will be used in the event of an accident involving a district vehicle, other emergencies, when experiencing mechanical problems, or during inclement weather.

Accidents (Vehicle contact with any moving or stationary object)
All accidents will be reported to the Coordinator of Transportation immediately. Drivers will call immediately, and drivers will initiate a 911 call if appropriate. The following procedures will be followed for all accidents.

a. Stop the vehicle as soon as possible
b. Drivers involved in an accident must take and maintain control of the situation. This is especially important when injuries are involved.
c. Notify the Coordinator of Transportation of the situation. Give the following information:
    - Vehicle number
    - Location
    - Number of vehicles involved
    - Number of students on board and what school they are from
    - Number of injured
d. Check for injuries and administer and/or direct first aid if required
e. Evacuate passengers to a safe area if necessary
f. Set up "breakdown" reflectors to protect accident scene and warn motorists
g. Complete accident forms in driver route book
h. Make no statements or comments to anyone other than law enforcement and/or district representatives

Mechanical Problems
If a non-safety mechanical problem arises while en-route, annotate the problem on the pre-trip vehicle inspection form. If unsure of the seriousness of the mechanical problem, contact the Coordinator of Transportation. If a safety related mechanical problem or a breakdown occurs, contact the Coordinator of Transportation and wait for further instructions.

Inclement Weather Procedures
Drivers will provide the Coordinator of Transportation and the Central Office with home phone numbers, addresses, and emergency contact phone numbers to facilitate contact in the event of inclement weather.

If weather is threatening during the day, drivers must provide the Coordinator of Transportation with a phone number (or some other piece contact information) in case of early dismissal.

If inclement weather occurs while en-route, the following procedures will be used:

a. Contact the Coordinator of Transportation only when delayed more than 10 minutes or completely immobilized by weather or traffic
b. In the case of disabled/immobilized vehicle, drivers will remain with the students to supervise and ensure their safety
c. Students are to remain onboard a disabled/immobilized vehicle until an alternate vehicle has arrived, unless remaining on the vehicle creates a safety concern
d. Under no circumstances will drivers release students without the permission of the Coordinator of Transportation
e. Vehicle windows and roof hatches will be closed after the last daily run, and whenever there is the possibility of inclement weather
f. During cold weather operations, all diesel vehicles will be plugged in at night.

g. On mornings that are 20 degrees or below, the early start crew may start vehicles
h. Drivers will not leave vehicles unattended while the engine is running at any time, including warm-up, except during the pre-trip inspection

Tornado/Severe Weather Procedures
A tornado watch indicates an area in which atmospheric conditions exist from which a tornado could develop.

A tornado warning is issued when a tornado has actually been sighted in the area or is indicated by radar.

The following procedures are designed to ensure the safety of passengers when the threat of or actual severe weather is experienced. Drivers must be familiar with these procedures and able to respond appropriately in the event of deteriorating weather conditions. Students are not to board a district vehicle while under a tornado warning.

Tornado Warning While on Route
Every situation involving a tornado/severe weather will be different. Drivers must always consider the following factors when dealing with a tornado warning/severe weather:

a. ALWAYS maintain control of the situation and accountability of all passengers.
b. Proceed immediately to the nearest safe location for evacuation. If there is immediate danger and no shelter is available, evacuate students from the vehicle and into the nearest ditch or culvert at least 100 feet away from the vehicle or any other vehicle.
c. In most instances, the driver will be the last off the bus as they will direct the evacuation and ensure all passengers have exited the vehicle. There may be instances, however, that it would be more appropriate for the driver to be the first out of the vehicle in order to direct passengers to the appropriate safe location. In this case, drivers must assign a responsible passenger to assist in the evacuation by ensuring all passengers have exited the vehicle.
d. Make certain all students go to the safe location and are accounted for.
e. Drivers should make every effort to keep the Coordinator of Transportation apprised of the evacuation location to include the number of passengers onboard. Once the tornado warning has been lifted, drivers will advise Dispatch when they are 10-8 and reaffirm the number of passengers.
f. Do not release passengers without the Coordinator of Transportation's permission.

APPENDIX F

Title IX

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the

Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106, and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. Fear for their safety or the safety of others; or

2.6.6.2. Suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's

response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties

involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may

establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the

appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any

time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

    8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

    8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

    10.1. **Specific Circumstances**.

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

        10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.



Employee Handbook

Revised August, 2023

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Professionals:

Welcome to the Ralston Public Schools – we are glad to have you on our team. At Ralston Public Schools, we believe that our employees are our most valuable assets. In fact, we attribute our success as a public school district in significant part to our ability to recruit, hire and maintain a happy, professional, and productive instructional and support staff. We hope that during your career at Ralston Public Schools you will become a productive and successful member of our team.

This employee handbook describes, in summary form, the personnel policies and procedures that govern the employment relationship between the Ralston Public Schools and its employees. The policies and procedures stated in this book are just a general outline; many policies are described in detail in the negotiated agreement that applies to your employment group. You may receive updated information concerning changes in policy and procedures from time to time, and those updates should be kept with your copy of the handbook. If you have any questions about any of the provisions in the handbook, please contact Human Resources at the Administrative Offices.

Personally, as Superintendent of Schools, I want to thank you in advance for your commitment and professionalism as we all work together as a team to make the Ralston Public Schools a world class educational institution. I would also like to extend an open invitation to you to share any compliments, concerns, or ideas with me that will help all of us to make our organization better.

Sincerely,

Jason Buckingham
Superintendent

WELCOME

Welcome, and congratulations on becoming a member of the Ralston Public Schools employee team. By accepting this opportunity, you are committing your talents and skills to the task of developing well educated, productive and responsible adults. The work you do now is an investment in the future of our students.

RALSTON'S PURPOSE STATEMENT

A community dedicated to achieving excellence through purposeful instruction and nurturing a climate of hope.

RALSTON'S DIRECTION STATEMENT

Cultivating resilient citizens prepared for the diverse demands of the future.

GOVERNING BELIEFS

The Ralston Public Schools believe

- An educational process is a partnership involving the school, the family, the student, and the community
- Students learn best when they are actively engaged in the learning process
- All students can learn
- Students learn best when schools maintain high expectations for learning
- The foremost responsibility of any educational organization is the student
- The essence of education is the ability to develop lifelong learners to deal responsibly with choice in a changing world

THE SCHOOL BOARD

The Board of Education is the controlling body of the Ralston Public Schools. The Board is responsible for establishing a vision, making policy and establishing the budget.

Members of the Ralston Board of Education are elected by the qualified voters of the Ralston School District on a non-partisan ballot on the first Tuesday following the first Monday in November of even numbered years. The term of office is four years and begins on the first Thursday following the first Tuesday of January after the election.

Board of Education meetings are held the second and fourth Monday of every month at 6:00 p.m. in the District Office Board Room. Notice of meetings are published the preceding Wednesday in the Omaha Daily Record. These are open meetings and visitors are welcome.

The Superintendent of Schools is responsible for seeing that the Board's policies are put into action. The superintendent does this through a system of administrators who serve throughout the schools and offices in the district. In this way, all functions are orchestrated to best reach our goals.

You and the work you do are important and integral parts of a carefully planned system designed by the residents of the Ralston School District. They are depending on you to nurture and educate our most precious resource - our children.

GENERAL INFORMATION

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

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

NON-DISCRIMINATION

The school district does not discriminate on the basis of race, color, national origin, religion, marital status, sex, pregnancy, gender identity, gender expression, sexual orientation, disability, or age in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following person has been designated to handle inquiries regarding the nondiscrimination policies:

Name:	Dr. Mike Rupprecht
Title:	Executive Director of Human Resources and School Improvement
Address:	8545 Park Drive, Ralston, Nebraska 68127
Telephone:	402-898-3483
E-mail:	mrupprecht@ralstonschools.org

For further information, please visit http://wdcrobcolp01.ed.gov/CFAPPS/OCR/contactus.cfm for the address and phone number of the office that serves your area or call 1-800-421-3481.

For additional prohibited discrimination and related information pertaining to the Ralston Public Schools, please review Policy 3053 – Nondiscrimination.

EQUAL OPPORTUNITY

The Ralston Public Schools shall provide equal opportunity to employees and applicants for employment in accordance with applicable equal employment opportunity and non-discrimination laws, directives and regulations of federal, state, and local governing bodies. Opportunity to all employees and applicants for employment includes hiring, placement, promotion, transfer or demotion, recruitment, advertising or solicitation for employment, treatment during employment, rates of pay or other forms of compensation, and layoff or termination. Employees will support and comply with the district's established equal employment opportunity and non-discrimination policies. Employees shall be given notice of this policy annually.

Individuals who file an application with the school district will be given consideration for employment if they meet or exceed the qualifications set by the board, administration, and Nebraska Department of Education for the position for which they apply. In employing individuals, the district will not discriminate in any aspect of employment with regard to race, color, religion, national or ethic origin, sex, disability, age, martial status, veteran status, genetic background, pregnancy or childbirth, or related medical condition.

COMPENSATION

SALARY INFORMATION

Teachers and identified certified employees are placed on a salary schedule according to the negotiated agreement between the Ralston Education Association and the Board of Education. Placement and advancement on the schedules are based on experience, the number of years served in the district, the addition of approved undergraduate hours for endorsements or specialties not previously approved, or graduate hours in your field. Teachers who report college hours before November 1st advance on the schedule for the entire school year. The Human Resource Office can be contacted for more information or an explanation of the salary schedule.

SALARY INFORMATION FOR CLASSIFIED STAFF

Pay rates for classified staff are established each year by the Board of Education with input from the superintendent of Schools and the Assistant Superintendent of Business and Finance. A raise may be granted each year based on the financial climate of the school district.

PAYDAY

Ralston school employees are paid monthly. Payday is the 18th of the month, unless that date falls on a weekend. In that case deposits are issued the Friday before. Employees are notified by automated e-mail when pay records are available for viewing each month.

UNIT PAY

Teachers who have duties beyond their normal teaching assignments, such as coaching, department head responsibilities, and building supervision, may be eligible for supplemental pay. Supplemental assignments and unit pay schedules are determined annually. The supplemental salary schedule is a part of the teacher's negotiated agreement. In order to maintain accurate compensation records, teachers are expected notify the Human Resource office as soon as possible regarding any changes to their supplemental assignments.

CLOCKING IN AND OUT

Hourly employees are required to use the district's online (ETS) timesheet to record all hours worked. Staff members are required to clock in no sooner than 7 minutes before/after the scheduled shift and clock out no later than 7 minutes before/after the scheduled shift. If an employee is unable to clock in or out within the allotted period of time, the staff member is required to attach a note to the timecard explaining the discrepancy to their supervisor.

If an employee misses an entry into the timekeeping system, the staff member is responsible for correcting their timecard at the earliest possible convenience. If an employee makes a correction to their timesheet, the staff member is required to attach a note to the timecard explaining the discrepancy to their supervisor. Employees who consistently miss time clock entries may be subject to disciplinary action.

Employees are not allowed to use another person's login credentials under any circumstances in order to clock in/out or modify the timecard of another staff member.

Any employee who knowingly misrepresents or falsifies documentation about the number of hours they have worked or knowingly misrepresents or falsifies documentation about the number of hours another employee has worked will be subject to disciplinary action, up to and including termination of employment.

OVERTIME AND COMPENSATORY TIME

All classified staff members must keep an accurate record of all hours worked for the district. Employees who are "non-exempt" under the Fair Labor Standards Act and who work more than 40 hours in a workweek will be paid at the rate of time-and-one-half (1½) times their regular rate of pay for all overtime hours or will be provided compensatory time. All overtime must be approved in advance by the employee's supervisor. Overtime that is not approved in advance, may not be payable. Scheduled holidays, vacation days, time off for jury duty, and time off for sickness, emergencies or other personal reasons will not be considered hours worked for overtime purposes.

"Non-exempt" employees may not waive their rights under the Fair Labor Standards Act.

For more information, please see Ralston Board Policy 4050.

DIRECT DEPOSIT

Direct deposit of paychecks into bank accounts is mandatory. Instead of a check, employees can access their pay records online through the Employee Access Center. To enroll in direct deposit, employees must provide a voided check prior to their first pay date.

DEDUCTIONS

All required deductions, such as for federal, state, and local taxes, retirement contributions, and all authorized voluntary deductions, such as for insurance or union dues, will be withheld automatically from your paychecks. Garnishments are legal proceedings imposed by a court of law upon the school district requiring payment to a third party of monies earned by district employees. The school district will accept all legal garnishments and tax levies against wages in compliance with state and federal law. An employee's pay will be held upon receipt of a garnishment until a court order is issued indicating satisfaction of the indebtedness or until ordered to surrender the monies to the court or its agent. The school district prohibits improper pay deductions, and employees shall be reimbursed for any improper pay deductions. If you believe that an improper deduction has been made to your pay, you should immediately report this information to your direct supervisor, payroll personnel, or the superintendent.

If a staff member owes funds to the district at the time of their resignation or termination, the district may deduct that which is owed to the district from the employee's final paycheck.

OUTSIDE EMPLOYMENT

An employee's responsibilities to the district take precedence over personal responsibilities during school hours. Employees may not engage in other employment business activity during assigned duty hours.

Teachers are expected to assist students who are having learning problems as part of the teachers' employment. Such assistance is expected both in the classroom and at other times during the school day. A teacher shall not solicit a student or parent to retain the teacher as a tutor and shall not act as a tutor for pay or other remuneration for any student who is then enrolled in any class taught by that teacher. In all other cases during the school year, a teacher may act as a tutor for pay or other remuneration upon prior approval of the building principal and superintendent or their designee.

Employees shall not sell, solicit or promote the sale of goods or services to students. Employees shall not sell, solicit or promote the sale of goods or services to parents of students when the employee's relationship with the district is used to influence any sale or may be reasonably perceived by parents as attempting to influence any sale. Employees with supervisory or managerial responsibilities shall not sell, solicit or promote the sale of goods or services to employees over whom they have such responsibilities in any manner that could reasonably be perceived as coercive by the subordinate employee(s). Employees shall not use employee, student, or parent directories in connection with the solicitation, sale, or promotion of goods or services and shall not provide any such directory to any person or entity for any purpose without the prior knowledge or approval of the building principal.

No school board member, administrator, teacher, or other employee shall use the personnel, facilities, resources, equipment, property, or funds of the district for personal financial gain or business activities.

For more information, please see Ralston Board Policy 4008.

AT-WILL EMPLOYMENT

Classified staff members are employed "at-will" unless they are a member of a bargaining unit that is subject to a negotiated agreement with the district. Either you or the school district may terminate your employment at any time, for any reason, with or without cause or notice. This handbook is not a contract, express or implied, guaranteeing employment for any specific duration.

BENEFITS

HEALTH INSURANCE

The school district's health insurance plan is administered by Blue Cross and Blue Shield of Nebraska. The plan year's coverage is effective September 1st. The current plan is as stated in your employee benefit package. If one of the qualifying members is less than full time but at least 50% FTE, the monthly premium will be prorated based upon the reduced FTE. Details are available in the Payroll Office. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

DENTAL INSURANCE

Dental coverage through Blue Cross and Blue Shield of Nebraska (100% A, 75% B, and 50% C coverage) covers the cost of preventive, diagnostic and maintenance services. This includes a check-up and cleaning twice a year, fillings, extractions, X-rays and sealants. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LONG-TERM DISABILITY INSURANCE

Employees will receive 66 2/3 percent long-term disability insurance coverage based on the employee's salary and fringe benefits. An employee shall be entitled to disability coverage beginning on the date when the employee has used all of their accumulated sick leave. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LIFE INSURANCE

The district provides term life insurance ($20,000 in most cases) for full time employees. The plan includes accidental death and dismemberment coverage in the same amount as the basic life benefit. Employees may choose to buy supplemental insurance at an amount allowed by the district and the carrier. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

WORKER'S COMPENSATION

The school district shall provide workers' compensation insurance for the protection of the district and its employees, and such other insurance as the board deems appropriate or has agreed to provide pursuant to a collective bargaining agreement.

Workman's compensation pays medical costs for injuries on the job and partially reimburses for loss of salary up to a legislated maximum. Salary reimbursement begins after a seven-day waiting period. If the employee is off the job more than six weeks, the initial seven days will be paid retroactively.

TUITION REIMBURSEMENT

An eligible employee may receive tuition reimbursement based on the terms of the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

COBRA BENEFITS

Under a federal law known as COBRA, employees, their spouses, and children are allowed to continue group health insurance at their own expense under any of the following conditions:

- Death of the employee.
- Leaving the district's employment, whether through resignation or termination.
- Reduction of hours.
- Divorce or legal separation.
- The employee is entitled to benefits under Title XVIII of the Social Security Act.
- A dependent child ceases to be a dependent child under the plan.

Coverage may continue for up to 18 months in cases of termination or reduction of hours, and 36 months in other instances. Details are available through the Business Office.

403B PLAN

Monthly contributions to qualified 403b investment accounts are available through payroll deductions. Employees can elect to have money deducted from their monthly salary and sent to an account with an approved 403B Plan vendor. Contact the payroll office for a list of approved vendors, and also once you have set up an account with your financial planner. Additional information is available through the Business Office.

PAY FLEX

Pay Flex is a program designed to set aside your pre-tax salary dollars for specific medical or childcare expenses. When enrolled in the program, a specified amount is put into an account before payroll deductions. The money in this account is available for health care needs not covered by insurance, such as orthodontics, co-pays, prescriptions, eyeglasses, and also for childcare costs from qualified providers.

Enrollment in or withdrawal from the Pay Flex program is permitted in October each year during the official enrollment period. The plan year is October 1- September 30. Enrollment information is distributed in August and enrollment forms are due September 1st. Contact the Business Office for more information.

VOLUNTARY SEPARATION PROGRAM

Teachers with 20 years of service may qualify for the Voluntary Separation Program. The Voluntary Separation Program is outlined in the teacher's negotiated contract or through specific board action.

RETIREMENT

Employees are required to participate in the Nebraska School Employees Retirement system. Contributions, which are subject to change annually, are deducted automatically from paychecks. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

LEAVE

FAMILY AND MEDICAL LEAVE

The school district shall provide leave to its employees in accordance with the Family and Medical Leave Act. Under the FMLA, eligible employees are entitled to certain rights, and have certain obligations with respect to unpaid leave for certain family and medical reasons.

FMLA leave eligibility: An eligible employee under the FMLA is an employee who has been employed by Ralston Public Schools for at least twelve (12) months, who has worked at least 1,250 hours in the past 12 months, and who works at a facility in which at least fifty (50) employees are employed at that facility or within seventy-five (75) miles of that facility. Returning Service members are given credit for any months or hours of service they would have been employed but for their military service.

Reasons for FMLA leave: The school district will grant an eligible employee up to a total of 12 workweeks of unpaid leave under the following conditions:

- For birth of a son or daughter, and to care for the newborn child
- For placement of a son or daughter with the employee for adoption or foster care
- To care for the employee's spouse, son, daughter, or parent with a serious health condition
- Because of a serious health condition that makes the employee unable to perform the functions of their job
- Because of any qualifying exigency arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty (or has been notified of an impending call or order to active duty) in the armed forces in support of a contingency operation

The school district will grant an eligible employee who is the spouse, son, daughter, parent or next of kin of a covered service member a total of 26 workweeks of unpaid leave during a 12-month period to care for the service member. The leave described in this paragraph shall only be available during a single 12-month period.

The school district will continue group health plan benefits on the same basis as coverage would have been provided if the employee had been continuously employed during the FMLA leave period. Any share of health plan premiums which have been paid by the employee prior to FMLA leave must continue to be paid by the employee during the FMLA leave period.

The school district requires employees to substitute any accrued paid vacation leave, paid personal leave, paid family leave, paid medical leave or paid sick leave for FMLA leave.

However, nothing in this policy shall require the school district to provide paid sick or medical leave in any situation in which the school district would not normally provide such paid leave.

Any staff member who needs to take an extended leave for medical or personal reasons must submit a leave request and complete FMLA forms. The absences that most often fall into the scheduled category are maternity, scheduled surgeries, and medical leaves of absence.

For more information, please see Ralston Board Policy 4011.

FAMILY MILITARY LEAVE

All employees, including elected officials of the State of Nebraska or any political subdivision thereof, who shall be members of the National Guard, Army Reserve, Marine Corps Reserve, Air Force Reserve, and Coast Guard Reserve, shall be entitled to a leave of absence from their respective duties, without loss of pay, on all days during which they are employed with or without pay under the orders or authorization of competent authority in the active service of the State or of the United States, not to exceed fifteen workdays in any one calendar year. Such leave of absence shall be in addition to the regular annual leave of the persons named herein. When the Governor of this state shall declare that a state of emergency exists, and any of the persons named in this section are ordered to active service of the state, an additional leave of absence will be granted until such member is released from active service by competent authority. During the additional leave of absence because of the call of the Governor, any official or employee subject to the provisions of this section shall receive such portion of his salary or compensation as will equal to the loss he may suffer while in active service of the State.

An administrator, at their discretion, may require an employee who requests leave under the Nebraska Family Military Leave Act to provide certification from the proper military authority to verify the employee's eligibility for the leave requested.

Military Leave under the Federal Family and Medical Leave Act (FMLA) will be governed by the FMLA and the board's policy regarding the FMLA.

SICK LEAVE

Sick leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, sick leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

PERSONAL LEAVE

Personal leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned.

BEREAVEMENT LEAVE

An employee shall be permitted paid leave for bereavement purposes per the current negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, bereavement leave leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

ASSOCIATION LEAVE

Association leave is granted as per the negotiated contract. All benefits of this nature will be available to employees as outlined in the negotiated agreements or benefits procedures of the employee group in which you have been hired for and assigned. Any employee who fraudulently uses, or attempts to use, association leave in a manner that is not consistent with the terms outlined by the district will be subject to disciplinary action up to and including termination of employment.

JURY DUTY

An employee who has been called to serve as a juror will be granted paid leave. Employees must sign over to the district the compensation they receive for jury duty, but not compensation for expenses.

An employee who has been subpoenaed to testify as a witness in a court proceeding shall be entitled to one day of paid leave. To receive paid leave, the employee must sign over to the district their witness fee.

An employee who has been subpoenaed to testify in court in a matter relating to business of the district will be considered on official District business.

ELECTION DUTY

An employee who has been selected to perform election duty will be granted paid leave. Employees must sign over to the district the compensation they receive for Election duty, but not compensation for expenses.

VOTING

Ralston Public Schools will grant employees time off to vote if they do not have two consecutive hours away from work while the polls are open. The district will specify the two hours the employee may be absent from work to vote, and no deduction will be made from wages on account of such absence. Appointed election officials should contact their administrator to arrange paid time off.

REPORTING LEAVE

All employees are expected to report all leave taken to their supervisor and the employee benefits professional each time leave is taken. Please speak with your building administrator or direct supervisor as to their expectations to make sure this is accomplished as soon as possible. Failure to report leave will be considered insubordination and will be addressed as such.

PURCHASES AND REIMBURSEMENT

PURCHASE ORDERS

Orders may be placed at your building. A requisition form must be filled out. This is available from the school secretary or a supervisor. It must be filled out completely, including address, item, quantity and price. It must also be signed by a supervisor. The requisition form should be turned in to the building secretary for input as a purchase order. The building secretary will notify accounts payable for printing and mailing of the purchase order. The original signed requisition and any additional information should be attached to the requisition and sent to accounts payable. No items or service should ever be ordered without being assigned to a purchase order and submitted into the purchase order system.

If the item is needed immediately, a requisition, complete with purchase order number, can be obtained from the building secretary. The requisition, approved and signed by a supervisor, can then be taken to the vendor. A receipt of goods will be issued. The completed and signed requisition and receipt should be turned in to the building secretary for input into the system as a purchase order. Once entered, the requisition and receipt should be submitted to accounts payable for the printing of the purchase order.

There may be occasions, such as registration to attend a preapproved seminar, when a fee will need to be paid prior to the Board of Education meeting. Please contact your building secretary for details. Administrators are responsible for establishing procedures in their buildings and department to ensure that these procedures are followed.

TRAVEL

All out-of-district travel must be pre-approved by a supervisor. A travel and expense form is available through a supervisor. All receipts being submitted for reimbursement (especially transportation, lodging and meals) must be kept and submitted with the completed travel and expense form to the Accounts Payable Department. Please see Appendix A for reimbursement guidelines. Receipts must be itemized or the district may not be able to reimburse expenses. It is the employee's responsibility to collect itemized receipts.

MILEAGE

Expenses for required travel throughout the district on school business by an approved employee may be reimbursed if the employees' own vehicle is used. Mileage reimbursement is based on the state approved rate and will be within the guidelines of the Local Government Miscellaneous

Expenditure Act. Mileage requests shall be submitted using the online form. Itemized details of each trip must be included on the form. One entry labeled total miles for the day is not acceptable. Forms must be filled out completely and signed electronically by the employee and supervisor. Forms shall be turned in at the end of each month. They will be processed by the Accounts Payable Department (see reimbursement checks). Please see Appendix A for reimbursement guidelines.

REIMBURSEMENT GUIDELINES

Guidelines are in place to outline reimbursement of expenses to employees while doing the business of the Ralston Public Schools. Please review the Ralston Public Schools Reimbursement Guidelines in Appendix A of this document.

REIMBURSEMENT CHECKS

Reimbursement checks are issued once a month and are processed by the Accounts Payable Department. Vouchers must be submitted by the 25th of the month to receive payment the following month. Please see Appendix A for reimbursement guidelines.

RESTRICTIONS ON EMPLOYEES RECEIVING GRATUTITIES

An employee who, because of their employment by the school district, receives any bonus merchandise or gift with a value over $25.00 must disclose the receipt of such gift to the superintendent. The superintendent, at their discretion, may require that the gift become the property of the district.

Employees are directed to discourage merchants from offering bonus paraphernalia in exchange for the school's patronage.

ASSIGNMENTS

JOB DESCRIPTIONS

Job descriptions are the district's way of letting employees know what is expected of them. They are not, however, comprehensive nor intended to be limiting. Employees are part of a total team. If anything on the description is unclear, clarification should be sought by contacting the district's Human Resource office.

PLACEMENTS AND TRANSFERS

The District Office assigns all staff. Top priority is given to the needs of the students. Assignments within buildings or departments are the responsibility of the building/program administrator.

It is the policy of the Ralston Public Schools to fill all positions with the best-qualified people. The district reserves the right to place/transfer employees in positions they see are most

beneficial to the success of the district. The district also prefers to promote from within whenever possible. As positions become available, administration will, at its discretion, either directly promote or transfer a qualified employee of the district or open the position for application by internal and external candidates.

If a position is opened for application, it will be posted electronically. Frequently, job vacancies will be advertised with outside sources during the same week they are posted online. This is done to speed up the screening process and to aid in ensuring that vacancies are filled by the most qualified persons.

To apply for an open position, you should either submit a formal letter of interest to the Human Resources Office referencing the position and requesting an interview. Interviews will be arranged by the Human Resources Department.

A detailed procedure regarding district transfers is available. Contact Human Resources Office or your building principal for more information.

HOURS

Members of the certified staff shall be on duty before and after the regularly scheduled student school day long enough to plan and to carry out their individual professional responsibilities as determined by the superintendent of Schools and/or the building principal.

Classified staff hours are determined at time of hire.

If a staff member needs to leave campus during their regularly assigned hours, they are expected to obtain permission from their building principal and/or notify a member of the school's front office staff before their departure and upon their return (if applicable). To help maintain accurate records of who is currently on campus, principals may require their staff members to sign out when they leave the building then sign back in upon their return.

Staff members who repeatedly leave campus without obtaining the permission of their building principal and/or notifying a member of the school's front office staff may be subject to disciplinary action up to and including termination of employment.

NEGOTIATED AGREEMENTS

Negotiated agreements for the various employee groups are available for review electronically in the Essential Documents folder located in the district's G-mail system (Google Drive). The negotiated agreement and salary schedule for teachers are negotiated by the district and the Ralston Education Association.

EMPLOYEE PERSONNEL FILE

The district shall maintain a personnel file regarding each employee. All materials in a personnel file, except for employment references and information that was gathered in the process of assessing an applicant for hiring, shall be available to the employee for review within a reasonable period of time of the employee's request. Employees may inspect the contents of

their personnel files only in the presence of an administrator or a person designated by the administration. An employee may respond to any document(s) in their personnel file by submitting a written response to the person responsible for keeping the file, who shall attach the response to file copies of the disputed document.

No person other than school officials engaged in their professional duties shall be granted access to employees' personnel files, and the contents of such files shall not be divulged in any manner to any unauthorized person. An attorney acting on behalf of the board of education or administration is deemed to be a school official.

NOTIFICATION OF CHANGE OF ADDRESS/PHONE NUMBER

The district must keep accurate employee information. Therefore, the Human Resources Office should be contacted regarding change of address or phone numbers. This information is for district use only and is not made available to the public.

CERTIFIED EVALUATIONS

All certificated employees to be evaluated shall be notified annually in writing. A certified administrator, with the exception of the local board of education when it is evaluating the superintendent, will observe and evaluate each probationary certified employee for a full instructional period once each semester and each permanent certificated employee for a full instructional period once each school year. If the probationary certificated employee is a superintendent, they shall be evaluated twice during the first year of employment and at least once annually thereafter. The evaluation will include, but not be limited to evaluating the employee's instructional performance, classroom organization and management, personal conduct, and professional conduct. Evaluation of instructional performance and classroom organization and management is applicable to teachers only.

The Ralston Public Schools shall provide procedures for the evaluation of staff. The evaluation shall serve as a basis for improvement of performance and continued employment in the Ralston School District. The procedures shall provide a source of information for sound decision-making as well as for counseling, for in-service training, and for continual growth of all employees. The procedures shall provide not only for the identification and improvement of staff skills and abilities that enhance the learning process, but also for the dismissal of those who do not meet the standards of the district.

The administrator will provide the employee with a written list of deficiencies, suggestions and a timeline for correcting the deficiencies and improving performance, and sufficient time to improve. The evaluation form will include notice that the employee may respond to the evaluation in writing.

For more information, please see Ralston Board Policies 4030 and 4031.

CLASSIFIED EVALUATIONS

Non-certificated District employees will receive a written evaluation yearly. To gain a clear understanding of your job expectations and your performance, you and your supervisor will

discuss your evaluation together and each of you will sign it. The evaluation then becomes part of your permanent personnel file.

Classified employees who are new to the district may receive an initial evaluation by their supervisor at the conclusion of a 60-day probationary period of employment. This evaluation is at the discretion of the employee's supervisor and is used to identify strengths and/or areas where continued professional growth may be needed.

GRIEVANCE PROCEDURE

A Ralston School District employee who wishes to file a grievance with the district may use the grievance procedure outlined in Board Policy 4013. Certified staff members should follow the grievance procedure outlined in the teachers' negotiated agreement.

DISCIPLINARY PROCEDURE

The key to a successful working relationship between employer and employee is good communication. If a problem arises with a job performance or behavior, it is important for the employee to have a clear understanding of the district's concerns. The following disciplinary guidelines have been set by the district. With cooperation, these procedures can keep small problems from becoming big ones.

The following disciplinary actions will be considered whenever an infraction of the employer and employee relationship occurs. Infractions may be related to policies, rules, regulations or procedures that are administrative in nature, or the infraction may be related to job performances. These actions are not intended to be a hierarchy, but options. It is understood that this guideline for disciplinary action in no way negates the grievance clause of the contract between the school and the Ralston Education Association. The supervisor will select the most appropriate action.

- **Verbal Counseling:** A conversation which would include but not be limited to reminding the employees of rules, regulations, procedures, job description as well as complimentary remarks of good performance.
- **Oral Reprimand:** A written summary of an oral reprimand that will be placed in the employees personnel file to document the conversation. (i.e., on such and such day I had a discussion with John Doe about...) A signature of the employee and supervisor is required on this written summary.
- **Conference Report:** A set meeting with the employee and their supervisor to discuss inadequate performance or inappropriate behavior. This conference will provide a thorough discussion of behavior or inadequate performance and actions needed to be taken to improve that behavior or performance. This conference may include the superintendent. A written summary, signed by the employee, is placed in the employee's personal file.
- **Written Reprimand:** An action by an employee of a more serious nature will trigger a written reprimand. It gives the employee notice that their actions have placed their continued employment with the district in jeopardy.
- **Suspension with Pay:** This will generally be used when an employee has been charged with a crime or when a serious accusation is made against the employee. The employee may be suspended with pay while an investigation is conducted.

- **Suspension without Pay:** This action may be taken for two reasons: 1) as a result of less serious disciplinary actions which have not improved performance. 2) as a result of an infraction of a very serious nature.
- **Termination of Employment:** This action may be used when the nature of the infraction warrants it or when the employee's records show previous infractions have not been corrected. Employee will be given a written notice of the effective date of termination.

JOB ABANDONMENT

Unexcused absences are a serious matter. Unless prohibited by a provision within a collective bargaining agreement, any employee who has three consecutive days of unexcused absences shall be considered to have abandoned their job without notice, effective at the end of the employee's normal shift on the third day. The employee's supervisor shall notify the Human Resource Office at the end of the third workday. Abandonment is considered a voluntary resignation.

RESIGNATION OR DISMISSAL OF CERTIFICATED STAFF

Certificated staff members who know they will not be returning to employment at the school district for the following school year are encouraged to submit their resignations as early as possible, to enable the board to find suitable replacements. In the event of dismissal, procedures for the dismissal of certified staff members are governed by the laws of the State of Nebraska.

Staff members who submit their resignations to the board of education by April 15th will be released from the next school year's contract. Staff members who submit their resignations after April 15th will not be released unless the board is able to obtain the services of a quality replacement. Staff members who refuse to fulfill their contractual obligations are subject to being reported to the Professional Practices Committee of the Nebraska Department of Education.

PROFESSIONAL EXPECTATIONS

STAFF ETHICS

The Regulations and Standards for Professional Practices Criteria, commonly known as Rule 27 of the Nebraska Department of Education, are the minimum standards for all certificated staff members of the school district. All certified employees are responsible for reading, acknowledging, and complying with these standards.

Please refer to APPENDIX C to review these standards in detail.

Ralston Public Schools respects the privacy interests of its employees and recognizes their right to conduct their personal lives free from interference from the District. Nonetheless, employees should keep in mind that, even while off-duty, they represent the Ralston Public Schools to the public and should strive to preserve the district's reputation. In addition, certain types of off-duty conduct may reflect poorly upon an employee's character and judgment and thereby influence their standing as an employee of the Ralston Public Schools. Therefore, employees

who engage in unprofessional or criminal conduct or other serious misconduct off-duty may be subject to disciplinary action by the district, including termination of employment, if such conduct is determined by administration to be harmful to our image, inconsistent with expectations of our employees, or otherwise adversely affects our legitimate business interests. School district employees are responsible for conducting themselves professionally and for teaching and modeling high standards of behavior and civic values, both at and away from school. Employees are required to establish and maintain professional boundaries with students. They may be friendly with students, but they are the students' teachers, not their friends, and they must take care to see that this line does not become blurred. This applies to employees' conduct and interactions with students and to material they post on personal web sites and other social networking sites. The posting or publication of messages or pictures or other images that diminish an employee's professionalism or ability to maintain the respect of students and parents may impair their ability to be an effective employee. Employees are expected to behave at all times in a manner supportive of the best interests of students. Unless an employee has a legitimate educational purpose, the following behavior is a violation of the professional boundaries that employees are expected to maintain with students. The following list is intended to illustrate inappropriate behavior involving students but not to describe every kind of prohibited behavior.

- Communicating about sex when the discussion is not required by a specific aspect of the curriculum.
- Joking about matters involving sex, using double entendre or making suggestive remarks of a sexual nature.
- Displaying sexually inappropriate material or objects.
- Making any sexual advance, whether written, verbal, or physical or engaging in any activity of a sexual or romantic nature.
- Kissing of any kind.
- Dating a student or a former student within one year of the student graduating or otherwise leaving the district.
- Intruding on a student's personal space (e.g., by touching unnecessarily, moving too close, staring at a portion of the student's body, or engaging in other behavior that makes the student uncomfortable).
- Initiating unwanted physical contact with a student.
- Communicating electronically (e.g., by e-mail, text messaging, through social media or instant messaging) on a matter that does not pertain to a school matter. Electronic communications with students generally are to be sent simultaneously to multiple recipients and not just to one student except when the communication is clearly school related and inappropriate for persons other than the individual student to receive (i.e., grades). In these cases, the students' parents should be included in the communications when possible.
- Playing favorites or permitting a specific student to engage in conduct that is not tolerated from other students.
- Discussing the employee's personal issues or problems that should normally be discussed with adults.
- Giving a student a gift of a personal nature.
- Giving a student a ride in the employee's vehicle without first obtaining the express permission of the student's parents or a school administrator.
- Taking a student on an outing without first obtaining the express permission of the student's parents or a school administrator.

- Inviting a student to the employee's residence without first obtaining the express permission of the student's parents and a school administrator.
- Going to a student's home when the student's parent or a proper chaperone is not present.
- Repeatedly seeking to be alone with a student.
- Being alone in a room with an individual student at school with the door closed.
- Any after-school hours activity with only one student.
- Any other behavior that exploits the special position of trust and authority between an employee and student.

An employee is required to make a report to their direct supervisor and/or superintendent if the employee reasonably believes that another employee has violated or may have violated this policy. Concerns or violations shall be reported immediately. Violations committed by or concerns about the superintendent shall be reported to the President of the Ralston School Board.

A student who feels their boundaries have been violated should immediately report the conduct or communication to a teacher, administrator, counselor, or other school employee with whom they feel comfortable.

All reports made under this policy will remain confidential to the extent allowed by law. Retaliation for good faith reports or complaints made as a result of this policy is prohibited. Individuals who knowingly and intentionally make a false report shall be subject to discipline as provided by district policy and state law.

A violation of this policy will form the basis for employee discipline up to and including termination or cancellation of employment, filing a report with Health and Human Services, filing a report with law enforcement officials and filing a report with the Commissioner of Education.

PERFORMANCE AND BEHAVIOR

The following set of rules and regulations is intended to serve as a general guideline in governing appropriate employee behavior. The list is not intended to include all offenses for which an employee may be disciplined or discharged.

Performance Rules:

- Always make your best effort in your work.
- You are expected to meet reasonable standards of efficiency, productivity, and performance.
- Do not leave during working hours without advance permission from your supervisor.
- Always be punctual.

Behavior Toward Others:

- All staff members are expected to behave in a professional manner at all times. This expectation includes all interactions staff members have with students, staff members, parents, or other stakeholders of the Ralston Public Schools.
- Insubordination is prohibited. Insubordination includes the failure or refusal to obey the orders or instructions of a supervisor or administrator, the use of abusive or threatening language toward such individuals, or any conduct that undermines supervisor authority.

- Do not threaten, intimidate, coerce, provoke, interfere, or fight with other employees, supervisors, or students and their families at any time.
- Do not make false or malicious statements about employees, supervisors, students and their families, or Ralston Public Schools at any time.
- The use of profane or abusive language is not permitted in any situation.

Property of Others:

- Do not abuse, misuse, damage, destroy, sabotage, or steal the property of Ralston Public Schools, or the property of employees, supervisors, or students and their families.
- The use of Ralston Public Schools' equipment and supplies for personal purposes is generally not permitted. On various occasions and with permission from administration usage may be permitted on a limited basis and for a nominal fee.

Honesty:

- Do not falsify or fail to disclose completely all information requested or recorded on any employment, personnel, or other record of the district or its students and families.
- Do not alter, misuse, or remove from the district, without proper authorization, employee lists, student records, or confidential information of any nature.

Condition of District Premises:

- Do not create or contribute to unsanitary conditions on the district's premises; do not litter.
- Keep you work area safe and clean at all times.

Other Rules:

- Do not post or remove notices, signs, or any written or printed material on or from bulletin boards or elsewhere on the district's property at any time without advance permission.
- Always report any mistake by yourself or another person that could affect the district.

EMPLOYMENT-RELATED SEXUAL HARASSMENT

It is the policy of the school district to provide an environment free of unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct or communication constituting sexual harassment. Sexual harassment by any employees and students is unequivocally prohibited. Sexual harassment is misconduct that interferes with work productivity and wrongfully deprives employees of the opportunity to work and students of the opportunity to study and be in an environment free from unsolicited and unwelcome sexual overtones. Sexual harassment includes all unwelcome sexual advances, requests for sexual favors and other such verbal or physical misconduct. Sexual harassment is a prohibited practice and is a violation of the law.

The U.S. Equal Employment Opportunity Commission has issued guidelines interpreting Section 703 of Title VII as prohibiting sexual harassment. Sexual harassment is defined in those guidelines as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical misconduct of a sexual nature constitutes sexual harassment when:

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

A person who feels harassed is encouraged to inform the person engaging in sexually harassing conduct or communication directly that the conduct or communication is offensive and must stop. If the person who feels harassed does not wish to communicate directly with the person whose conduct or communication is offensive, or if direct communication with the offending person has been ineffective, the person who feels harassed should report the conduct or communication using the district's complaint policy. Complaints involving sexual harassment may also be submitted at any time to the district's Title IX coordinator.

Regardless of the means selected for resolving the problem, the good faith initiation of a complaint of sexual harassment will not affect the complainant's employment, compensation or work assignments as an employee, or status as a student.

DRESS CODE

The attire worn by staff members conveys an important image to students and the general public. Certified staff, para-educators and office staff are expected to dress professionally. The building principal may temporarily suspend all or a portion of the dress code when other factors support a lower dress expectation for school employees. Custodial, maintenance, food service, and transportation staff should wear their employee uniform during work hours.

Staff must maintain a clean and professional image at all times when representing the district. Staff members who dress unprofessionally or have an appearance that is a distraction to the learning environment will be in violation of this policy and referred to the administration to correct the situation. Staff members who continue to dress in an inappropriate manner will be considered insubordinate and handled accordingly.

SECURITY BADGES

All District employees are required to wear a Ralston School District security badge. The initial security badge will be provided by the school district. All replacement badges will be purchased at the expense of the employee. While on duty and in the various school buildings staff members should have their ID badge on.

CARE OF DISTRICT PROPERTY & EQUIPMENT

Nearly all staff members will be issued some sort of equipment or property owned by the Ralston Public Schools to help achieve your job responsibilities. Examples of this equipment could be laptop computers, various electronic equipment or phones, books, tools, or different types of safety equipment. Staff members are expected to use great care and respect when using District

owned equipment and property. In the event that District owned property has been lost, stolen, or damaged beyond what is normal wear and tear, the district will assess appropriate monetary damages back to the staff member to replace the lost, stolen, or damaged item.

PERSONAL PROPERTY AT SCHOOL

Bringing valuable personal property to any school district building is strongly discouraged. The Ralston Public Schools will accept no level of responsibility for lost, stolen, or damaged personal property brought to school by employees. The best advice in these situations is to leave valuable personal property at home in a secure place to be assured of its protection. Examples of such items are: personal computers, expensive jewelry, large amounts of cash, personal electronic devices, tools, and family keepsakes to name just a few.

CERTIFICATION AND ENDORSEMENT REQUIREMENTS

All educators, including substitute teachers, must be duly certified by the Nebraska Department of Education in accordance with the Department's rules and the laws of Nebraska. They must file copies of their teaching certificates, including endorsements, with the superintendent of schools, and must promptly file any changes in certification or endorsements.

Certified employees are required to maintain all their endorsements and may not permit any endorsement to lapse or remove it from their certificates. Any certificated employee working under a provisional endorsement must document regular progress and complete said endorsement as outlined in the Nebraska Department of Education, Rule 21.

The board or superintendent may require a certified employee to obtain a new endorsement when it is deemed necessary for the benefit of the school district and/or to comply with federal or state requirements.

Each administrator, including the superintendent, principals, and supervisors or supervisor of any special subjects or subject in which persons directly supervise the work of other teachers shall hold either a Nebraska Administrative and Supervisory Certificate or a Nebraska Professional Administrative and Supervisory Certificate.

PROFESSIONAL GROWTH OF CERTIFIED STAFF

Every six years, permanent certificated employees shall give evidence of professional growth. The six-year period shall commence on August 1st of the year the certified staff member achieves permanent status or tenure and shall end on July 31st after the sixth year of continuous service. Each subsequent six-year cycle shall begin immediately following the end of a cycle. Hours or credits cannot be accumulated during one cycle to be applied during a subsequent six-year cycle.

Six semester hours of college credit shall be accepted as evidence of professional growth. Other activities which may count towards the teacher's professional growth requirements include, but are not limited to:

- Mentoring a teacher new to the district
- Leading (or serving on) an external accreditation visit

- Teaching undergraduate or graduate level college courses directly related to education
- Publishing professional journal articles and/or research on a topic directly related to education
- Presenting on a topic directly related to education at a state or national conference
- Presenting on a topic directly related to education during a district inservice
- Attending at a state or national conference directly related to education
- Attending pre-approved professional workshops, seminars, or local inservice activities
- Serving on a pre-approved district-level committee
- Serving on a building school improvement committee
- Supervising a student teacher

One unit of professional growth credit will generally be equivalent to twelve hours of personal time spent on an educational activity.

Failure to comply with the requirement shall result in the following action:

1. Those certified staff members who fail to meet the statutory requirements shall be frozen on the salary schedule for the seventh year of the cycle or the first year of non-compliance.
2. Those in non-compliance with the statutory requirements shall be notified by April 15th of the sixth year of the cycle that their contract will be amended for the following contract year to include a freeze in dollar amount.
3. Evidence of compliance with the statutory requirements by October 1st of the seventh year shall result in restoration of normal salary status.
4. Failure to complete the statutory requirements by March 15th of the seventh year shall result in notification of suspension without pay and a recommendation for termination of employment at the close of the contract year as specified under Nebraska Revised Statute 79-824

PROFESSIONAL DEVELOPMENT PROCEDURES

Professional development is an important part of keeping with current trends and practices to provide the best service and instructional quality for our students and community. With that, employees will be asked to participate in professional development activities on a regular basis.

Professional development opportunities may be initiated by teachers, building administrators, or district administration. In all cases professional development must support the goals and mission of the Ralston Public Schools. Prior to registering for a professional development activity get approval from your supervisor or administrator. Procedures for registering for professional development activities are outlined in Appendix B of this document.

DISCLOSURE OF STAFF QUALIFICATIONS

Parents/guardians may inquire about the professional qualifications of their child's classroom teachers. The district designates the following information as "directory information" and will give parents/guardians such information upon request:

- Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
- Whether the teacher is teaching under an emergency or provisional teaching certificate.

- The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
- Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet state or federal requirements.

ACADEMIC CONTENT STANDARDS, ASSESSMENTS, ACCOUNTABILITY

The instructional curriculum of the Ralston Public School District will reflect state-approved academic content standards and district-established academic content standards. The Board of Education adopts District academic content standards that are equal to or exceed in rigor, the measurable academic content standards adopted by the state board of education. These content standards describe the knowledge, skills, and processes that are taught, learned, and assessed.

The Board of Education shall direct the superintendent to develop and implement a comprehensive student assessment system. The assessment system will be responsive to federal, state, and district requirements. It will reflect district identified academic content standards and state approved academic content standards. The comprehensive student assessment system shall be aligned with the instructional curriculum of the Ralston Public School District.
The Board of Education of the Ralston Public School District directs that the instructional curriculum shall be the taught curriculum.

The responsibility of the teachers is to teach the instructional curriculum using best practices that promote student learning. The responsibility of the principals shall be to monitor the taught curriculum through the use of the curriculum guide and learning plans as well as to evaluate teachers through the teacher evaluation process to ensure the instructional curriculum is the taught curriculum. The superintendent and their designee(s) shall ensure that principals monitor the implemented curriculum and evaluate teachers.

ASSESSMENT ADMINISTRATION AND SECURITY

The purpose of all testing and assessments is to measure students' knowledge, skills or abilities in the area tested. All staff members are prohibited from engaging in any behavior that adversely affects the validity of test scores as a measure of student achievement. This policy applies to all national, state, and local assessments, including both standardized and general classroom assessments.

For more information, please see Ralston Board Policy 4048.

HEALTH AND SAFETY

USE OF TOBACCO PRODUCTS

The use or possession of any tobacco product, including the use of vapor products, alternative nicotine products, or any other such look-alike product, is not permitted on school property at any time.

BREAK TIME FOR NURSING MOTHERS

The district will provide reasonable break time for an employee who wishes to breastfeed or express breast milk for her nursing child each time the employee has the need to do so. The district will provide a place, other than a bathroom, which is shielded from view and free from intrusion from co-workers and the public for one year after the child's birth.

BEHAVIORAL AND MENTAL HEALTH TRAINING

All public school employees who interact with students and any other appropriate personnel are required to complete at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training every year. The superintendent will determine the appropriate personnel required to receive the training.

These employees must complete the training designated by the school district or superintendent no later than October 31 of each school year or within 30 days of their initial employment, whichever is later. Failure to complete this training may subject the employee to employment-related discipline.

DRUG AND ALCOHOL FREE WORKPLACE

It is vitally important to have a healthy workforce that is free from the effects of illegal drugs. The use or possession of unlawful drugs in the workplace has a very detrimental effect upon safety and morale of the affected employee, coworkers, and the public at large; and on productivity and the quality of work.

Federal law requires this school district, as a recipient of federal funds, to maintain a drug-free workplace. The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the district's workplace is prohibited. The term "workplace" includes every location where district employees may be found during their working hours or while they are on duty, regardless of whether the location is within the geographic boundaries of the district. Any employee who violates this policy will be disciplined with measures up to and including discharge. The district may, in its sole discretion, require or allow an employee who violates this policy to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

The district shall provide every current employee with a copy of this policy and shall provide each newly hired employee with a copy upon hiring. Every employee shall be required to signify receipt of a copy of the policy in writing. All district employees must abide by this policy, including those who are not directly engaged in the performance of work pursuant to a federal grant.

Within five days after a conviction, an employee must notify the head of the department in which they are assigned of any conviction of a criminal drug statute for a violation occurring in the workplace. The failure to report such a conviction will result in dismissal. If the employee convicted of such an offense is engaged in the performance of work pursuant to the provisions of a federal grant, the district shall notify the grant agency within 10 days of receiving notice of a conviction from the affected employee or of receiving actual notice of such a conviction.

An employee who is convicted of violating any criminal drug statute for conduct that occurred in the workplace will be subject to disciplinary action, including but not limited to suspension or discharge. The district may, in its sole discretion, require the employee to participate in and satisfactorily complete a drug abuse assistance or rehabilitation program.

DRUG TESTING OF DRIVERS

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

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 substance test, a reasonable suspicion alcohol or controlled substance test, a return-to-duty alcohol or controlled substance 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.

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.

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

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.

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.

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.

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.

For more information, please see Ralston Board Policy 4003.

WORKPLACE SEARCHES

To safeguard the property and interests of our students, employees, and patrons; to help prevent the possession, sale, and use of illegal drugs on school grounds, and in keeping with the spirit and intent of the district's drug-free workplace policy and other policies, the school district reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunch boxes, or any other possessions or articles carried to and from school when it has reasonable grounds to do so. The school also reserves the right to search any employee's office, desk, files, locker, or any other school owned property on school grounds. All offices, desks, files, lockers, and so forth, are school district property and are issued or provided for the use of employees only during their employment with the district. Inspections may be conducted at any time at the discretion of the administration. Employees who refuse to cooperate with this provision will be subject to disciplinary action up to and including discharge.

WEAPONS AND FIREARMS

Weapons: No student may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy. No visitor under the age of 18 may possess, handle, or transmit any weapon while on school grounds or at any school activity or event off school grounds except as permitted by this policy.

Definition of Weapon: The term "weapon" means any object, device, instrument, material, or substance which is capable of causing injury in the manner it is used or intended to be used.

Firearms: No person may bring, possess, handle or transmit a firearm on school grounds, in a school owned vehicle, or at a school activity or event off school grounds, except as permitted by this policy.

Definition of Firearm: The term "firearm, as defined in 18 U.S.C. 921, means any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive, the frame or receiver of any such weapon, any firearm muffler or firearm silencer, or any destructive device (excluding an antique firearm).

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

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

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

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

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

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

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

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

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

NOTIFICATION OF ARREST, CRIMINAL CHARGES, LICENSURE OR CHILD ABUSE

Employees shall notify the superintendent or designee by the next working day after the employee is (a) arrested; (b) ticketed; or (c) issued any form of criminal charge for committing an offense, crime, or infraction.

The above notification and reporting requirement herein apply if:

1. The maximum penalty for the crime equals or exceeds seven days incarceration;
2. The crime relates to abuse, neglect, or endangerment of a minor, or a minor was allegedly a victim or a witness;
3. The crime relates to misuse of drugs, alcohol, or controlled substances;
4. Job responsibilities are impacted including offenses that:
    a. Would constitute a violation of NDE Standards of Conduct and Ethics, chapter 27; or
    b. Would impact the employee's ability to operate a motor vehicle if the employee at times needs to travel during duty time or the employee at times drives students; or
    c. Would impact the employee's Commercial Driver's License if the employee's job requires that the employee have a CDL.
5. The crime relates to alleged violence, force, coercion, or sexual misconduct;
6. The arrest or criminal activity occurs while the employee is on duty, or at a school attendance facility, on school property, at a school-supervised activity or school-sponsored function or in a school-owned or utilized vehicle.

Employees must also promptly report to the superintendent or designee whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable. Employees must give full disclosure of the existence and nature of the above proceedings and shall also immediately notify the superintendent or designee of the disposition of any such case or matter.

Employees shall also notify the superintendent or designee by the next working day after the employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license requirement for the employee's position. Employees shall also notify the superintendent or designee by the next working day after the employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Legal documents related to criminal charges, arrests, and child abuse complaints shall be treated and maintained as part of the employee's confidential criminal background file. Failure to notify the superintendent or designee as required under this policy may subject the employee to disciplinary action, up to and including termination.

WORKPLACE SAFETY

It shall be the policy of the Ralston Public Schools to take every reasonable precaution for the safety of the students, employees, visitors and all others having business with this school district.

The district will provide a loss control program designed to prevent on-the-job injuries and illnesses. In addition, each building will design procedures to address school violence. With staff and parent involvement, each school principal shall be responsible for developing a building safety management plan. The plan shall be reviewed annually. Cooperation by all employees is expected in our effort to make our schools a safe place to work and learn.

REPORTING AN ACCIDENT

If an employee is involved in an accident at work, immediately or as soon as possible within 24 hours, they must complete an Employee Accident Form and report the accident to the immediate supervisor. This form is available from the building secretary. The supervisor will then complete an accident analysis form. Both forms must be sent to the Business Office.

In order to protect you and other employees, you must present a physician's statement releasing you to return to work following any injury or illness for which you received a doctor's care or that resulted in your absence for three or more consecutive scheduled working days. The doctor's release must state that you are released to return to work either: (a) without limitation; or (b) with limitations, listing them specifically.

THREAT REPORTING AND ASSESSMENT

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 THAT REQUIRE IMMEDIATE INTERVENTION SHOULD BE REPORTED TO THE POLICE AT 911.

UNIVERSAL PRECAUTIONS

In general, a student or employee illness or injury will be dealt with by the school nurse or health paraprofessional. Because the need to help a sick or injured child may exist, training is required for all school employees. Because of the threat of infectious diseases, the following precautions must be followed for everyone's health & safety.

- Gloves should be worn when contact with any blood or bodily fluids are anticipated and should therefore be carried during playground duty, school activities, sports and field trips. They should also be worn for touching mucous membranes or broken skin (abrasions, etc.). Gloves should be changed after contact with each student. Hands should be washed immediately after removal of gloves.
- Disposable paper supplies and bandages should be used in the treatment and clean-up of any blood or bodily fluid.
- Disposable emergency mouth-to-mouth resuscitation masks should be used for such emergencies.
- Employees, who have an open lesion, wound, dermatitis, etc., should cover them with a dressing that will prevent contamination from other sources.
- Clean-up of blood and bodily fluids are dealt with primarily by the custodial staff. Again, precautions must be taken by all employees.
- Gloves must be worn for clean-up and disposal.
- Contain blood or bodily fluids with paper towels and use them to wipe up. Then place them in an individual plastic bag for disposal.
- Vomit must be covered with vomit absorbent first. (This is available from the custodians.) Follow the directions, then place the material in an individual plastic bag for disposal.
- Anything non-disposable (dust pans, brooms, etc.) must be sanitized. Cover them with a plastic bag until this can be done correctly.
- All plastic bags containing disposed material must be tied and disposed of in a lined trash receptacle.
- Soiled clothing should be removed immediately and placed in a plastic bag for laundering in hot water and detergent for 25 minutes. If cooler water is used, appropriate solutions must be used to inactivate the microorganisms.
- Both the injured party and the first aid responder must wash their hands or any exposed areas of the body immediately at the finish of clean-up and disposal. Should first aid to a fellow employee or visiting adult be required, the same precautions should be applied.

COMMUNICABLE DISEASES

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

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

A student who has been diagnosed with a communicable disease shall be provided with educational services in accordance with state law and board policy. Generally, individuals with a communicable disease will be restricted only to the extent necessary to prevent the transmission of the disease, to protect their health and rights of privacy, and to protect the health and safety of others. The decision regarding a student's education program and placement shall be made on an individual basis in light of current medical and educational information and recommendations. These will be determined by the superintendent, the student's Section 504 or Individualized

Education Program (IEP) team, or the district's Crisis Team. In addition, participation in Nebraska School Athletic Association (NSSA) events will be subject to its rules and procedures, if any.

If medical judgment substantiates that an employee has a chronic communicable disease and that employee poses a significant health threat to students and/or other employees, the employee may be placed on medical leave.

The superintendent is responsible for assuring that procedural safeguards are used when determining the employment status of employees with chronic communicable diseases.

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 staff members shall be provided notice of any such changes by the district's regular means of contact.

HIPPA

The Health Insurance Portability and Accountability Act of 1996 protects certain health information. Prior to obtaining or releasing employees' protected health information, employees may be requested to sign an authorization for the disclosure of health information. If protected health information is requested from a third party, the School District will ensure that protected health information is released only as allowed by federal and state law.

HIV/AIDS AND AIDS-RELATED CONDITIONS

Ralston Public Schools recognizes that Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome (HIV/AIDS), its related conditions such as AIDS Related Complex (ARC), and seropositive test results for HIV/AIDS and/or ARC, are the source of considerable concern and pose significant and delicate issues for all employees.

As a result of such recognition, we have established guidelines for handling issues that may arise when an employee is affected by these conditions.

Policy Statement: Ralston Public Schools is committed to maintaining a safe and healthy work environment for all employees. Consistent with this commitment, the Company will treat HIV/AIDS and/or ARC the same as other illnesses in terms of all our employee policies and benefits, such as group health and life insurance, disability leaves of absence, and other disability benefits.

Based on the overwhelming weight of available medical and scientific opinion, including statements from the Surgeon General of the United States, and the U.S. Public Health Service and Centers for Disease Control, there is no evidence that such diseases are casually transmitted in ordinary social or occupational settings or circumstances. Therefore, subject to changes in available medical information and/or specific conditions involving the potential for transmission

of these diseases, it is the policy of Ralston Public Schools that employees with such diseases or any of their related conditions may continue to work as long as they are able, with any reasonable accommodation required by law, to perform the essential functions of their positions. Employees who are affected by HIV/AIDS and/or ARC or any other life-threatening illness will be treated with compassion and understanding. Co-workers will be expected not to refuse to work or withhold their services for fear of contracting such diseases by working with such an affected employee and not to harass or otherwise discriminate against such a person.

Procedures: Recognizing the need for all employees to be able to be accurately informed about these diseases, Ralston Public Schools will make every effort to have information available regarding the facts about them, how they are transmitted and not transmitted, and how best to keep them from spreading. Employees who would like to be provided with this information should contact the Human Resources Department.

Employees affected by or concerned about HIV/AIDS and/or ARC or any of their related conditions are encouraged to contact their supervisor or Human Resources Department to discuss their concerns and to obtain additional information. Additional information can also be found on the Nebraska AIDS Project website at http://www.nap.org. All such communications will be treated by Ralston Public Schools with strict confidentiality

AHERA NOTIFICATION

In the past, asbestos was used extensively in building materials because of its insulating, sound absorbing, and fire retarding capabilities. Virtually any building constructed before the late 1970s contained some asbestos. Intact and undisturbed asbestos materials generally do not pose a health risk. Asbestos materials, however, can become hazardous when, due to damage or deterioration over time, they release fibers. If the fibers are inhaled, they can lead to health problems, such as cancer and asbestosis.

In 1986, Congress passed the Asbestos Hazard Emergency Response Act (AHERA), which requires schools to be inspected to identify any asbestos containing building materials. Suspected asbestos-containing building materials were located, sampled (or assumed) and rated according to condition and potential hazard. Every three years, Ralston Public Schools has conducted a re-inspection to determine whether the condition of the known or assumed asbestos containing building materials (ACBM) has changed and to make recommendations on managing or removing the ACBM. At the last re-inspection conducted on January 22, 2013, all materials listed in the Management Plan as asbestos containing (or assumed to be asbestos-containing) were inspected and found to be in good condition.

The law further requires an asbestos management plan to be in place. Ralston Public Schools developed a plan, as required, which has been continually updated. The plan has several ongoing requirements: publish a notification on management plan availability and the status of asbestos activities; educate and train its employees about asbestos and how to deal with it; notify short-term or temporary workers on the locations of the asbestos containing building materials; post warning labels in routine maintenance areas where asbestos was previously identified or assumed; follow set plans and procedures designed to minimize the disturbance of asbestos containing building materials; and survey the condition of these materials every six months to assure that they remain in good condition.

The following buildings contain no asbestos-containing building materials; therefore, no operations and maintenance programs or future inspections are required: Ralston Middle School. During the past year, asbestos containing building materials have been removed, encapsulated, or enclosed in the following buildings: Mockingbird kitchen storage. During the next year, we plan to conduct the following asbestos related activities at the following school buildings: removal of kitchen storage room floor tile at Mockingbird Elementary.

It is the intention of Ralston Public Schools to comply with all federal and state regulations controlling asbestos and to take whatever steps are necessary to ensure students and employees a healthy and safe environment in which to learn and work. You are welcome to review a copy of the asbestos management plan in school district administrative office or administrative office of the school during regular business hours. Pat Flinn is our designed asbestos program coordinator, and all inquiries regarding the asbestos plan and asbestos-related issues should be directed to 402-898-3460.

SCHOOL CLOSING

During the winter months there are occasionally mornings when the decision is made to close school due to severe wind chills or driving conditions that make it unsafe for students who walk to school or are inexperienced drivers. On those days principals and specific personnel will report to check buildings and monitor if some students arrive at school so they can be returned home for safety reasons. All other personnel will not report. The Virginia Moon Administrative Center will be open from 9 a.m. to 3 p.m. on those days. A school closing protocol will be published annually to outline specifics surrounding this process.

When school is closed there will be no school-sponsored activities held without the permission of the superintendent or their designee.

TECHNOLOGY

USE OF TECHNOLOGY

The use of school-owned technology, including computers, whether stand-alone, as a part of a local area network, or as part of a wide area network such as the Internet, is a privilege, not a right. The following policies apply to any and all electronic devices (including personal devices) that are used on school property, whether or not the user is connected to a network.

All use of technology, whether personally owned or provided by the district, must be consistent with and driven by the educational objectives of the Ralston School District.

The following guidelines shall be observed by all staff members regarding the acceptable use of the district's Internet resources:

- Staff shall be restricted to use the Internet to conduct research for instructional purposes.
- Staff may use the Internet for school-related e-mail communication with fellow educators, students, parents and patrons.

- Staff may use the Internet in any other way which serves a legitimate educational purpose and that is consistent with district policy and good professional judgment.
- Teachers should integrate the use of electronic resources into the classroom. As the quality and integrity of content on the Internet is not guaranteed, teachers must examine the source of the information and provide guidance to students on evaluating the quality of information they may encounter on the Internet.

The following behaviors represent unacceptable use of the district's Internet resources:

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

To display or print sexually explicit images or documents on the district's systems is a direct violation of the district's Sexual Harassment policy. In addition, sexually explicit material may not be archived, stored, distributed, edited, or recorded using our network or computing resources. The exception to this would be documents/files needed to be archived for legal reasons.

The distribution or sharing of confidential information related to the faculty, staff, or students of the Ralston Public Schools is expressly prohibited. Even when physically able to do so, users will not access any information other than which they are specifically authorized to, and which is necessary for the performance of their assigned duties. The district's information may not be utilized for the benefit of any other person or organization.

No employee may use the district's Internet, Intranet, or e-mail facilities to deliberately propagate any virus, worm, Trojan horse, or trap-door program code. Likewise, no employee may use the district's Internet or e-mail facilities to knowingly disable or overload any computer system or network, or to circumvent any system intended to protect the privacy or security of another user. Local law enforcement officials will be contacted in the event of theft and/or intentional damage to district's equipment or network systems.

While on district property, the use of technology shall not be permitted for personal reasons or for purposes that are contrary to the goals and objectives of the Ralston Public Schools, unless deemed incidental, intermittent, or occasional. The district administration shall have sole and absolute discretion to determine what personal use may be permitted as incidental, intermittent, or occasional. The Ralston Public Schools shall not be held liable for any loss (including, but not limited to, financial loss, identity theft, or loss of information) an employee may experience while conducting personal business on school property or with equipment owned by the district.

Any district-owned electronic devices are subject to service at any time, which may result in the loss of data. The district will not be responsible for any damage a user may suffer, including loss of data.

The Ralston School District makes no warranties of any kind, whether express or implied, for the technological services it provides. The Ralston School District will not be responsible for any liability or expense the user may incur in connection with the use of District technology. The user agrees to indemnify (hold harmless) the Ralston School District for any expenses, including attorney's fees, arising out of the use of District technology in violation of this agreement.

The Ralston Public Schools Internet facilities, computing resources, e-mail and voice mail must not be used to knowingly violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, city, province, or other local jurisdiction in any way.

Any violation of school policy and rules regarding the use of the district's computer and/or Internet resources may result in:

- Discharge from employment or such other discipline as the administration and/or the board deem appropriate.
- The filing of a complaint with the Commissioner of Education alleging unprofessional conduct by a certified staff member.
- When appropriate, the involvement of law enforcement agencies in investigating and prosecuting wrongdoing.

The Ralston Public Schools will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries, and archives on individuals' Internet, e-mail, and voice mail activities. In addition, the Ralston Public Schools may divulge any information found during monitoring to any party it deems appropriate.

TECHNOLOGY IN THE CLASSROOM

The district desires to use technology in a way that aids in the education of students. It is the goal of the district to embrace the helpful elements of technological advancement while remaining mindful of potential student privacy issues.

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

Smart speakers, such as Google Home, Amazon Echo, Apple HomePod, and similar devices, may be approved for use in the classroom. The device must be registered to an account linked to the classroom teacher's school e-mail address.

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

For more information, please see Board Policy 3050.

OFF-DUTY PERSONAL USE OF TECHNOLOGY

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

SCHOOL AFFILIATED WEBSITES

Staff must obtain the permission of the administration prior to creating or publishing any school-affiliated webpage that represents itself to be school-related, or which could be reasonably understood to be school-related. This includes any website which identifies the school district by name or which uses the school's mascot name or image.

Staff must provide administrators with the username and password for all school-affiliated web pages and must only publish content appropriate for the school setting. Staff must also comply with all board policies in their school-affiliated websites and must comply with the board's policy on professional boundaries between staff and students at all times and in all contexts.

Publication of student work or personally-identifiable student information on the Internet may violate the Federal Education Records Privacy Act. Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information on the Internet.

SCHOOL AFFILIATED SOCIAL MEDIA

Any social media account which purports to be "the official" account of the school district (e.g., "Ralston Football"), or any of its programs, classes or entities will be considered to be an account that is used exclusively for the school district's business purpose. Staff members may not use "official" accounts for personal use.

Staff may be required to provide their supervising administrator with the username and password to school-affiliated social media accounts. Staff may also be required to interact with specified individuals on school-affiliated social media accounts.

When staff use school-affiliated social media accounts to comment on school-related matters, they do not do so as private citizens and are therefore not entitled to First Amendment protections.

Staff must comply with all board policies, contract provisions, and applicable rules of professional conduct in their social media usage. They must comply with the board's policy on professional boundaries between staff and students at all times and in both physical and digital environments.

Staff must obtain the consent of their building principal or the superintendent prior to posting any student-related information in order to make sure that the publication does not violate the Federal Education Records Privacy Act or any other laws. Staff must also comply with all applicable state and federal record retention requirements, even with regard to personal social media usage.

Staff must comply with all applicable laws prohibiting the use or disclosure of impermissible content, such as copyright laws, accountability and disclosure laws, and any other law governing the use of resources of a political subdivision. Questions about appropriate content should be referred to the staff member's supervising administrator.

The following is a list of unacceptable uses of social media which constitute a basis for disciplinary action up to and including termination of employment:

- Staff shall not access obscene or pornographic material while at school, on school-owned device or on school-affiliated social media accounts.
- Staff shall not engage in any illegal activities, including the downloading and reproduction of copyrighted materials.
- Staff shall not access social media networking sites such as Facebook, Twitter, and Instagram on school-owned devices or during school time unless such access is for an educational activity which has been preapproved by the staff member's immediate supervisor. This prohibition extends to using chat rooms, message boards, or instant messaging in social media applications and includes posting on social networking sites using personal electronic devices.

For more information, please see Board Policy 4051.

MONITORING / NO EXPECTATION OF PRIVACY

Access to the District's network, email, voice mail, and Internet/Intranet resources are given to employees to assist them in the performance of their work. The district owns the computer system and monitors e-mail and Internet communications, Internet usage, and patterns of Internet usage. Staff members have no right of privacy in any electronic communications or files, which are stored or accessed on or using school property and these are subject to search and inspection at any time.

Although Ralston Public Schools does not routinely monitor employee use of computers, Internet, e-mail or voice mail, it reserves the right to do so at any time at its discretion.

The use of encryption or passwords, the labeling of an email or document as private or personal, the deletion of an email or document, or any other such process or action shall not diminish the district's rights in any manner.

Ralston Public Schools will comply with reasonable requests from law enforcement and regulatory agencies for logs, diaries and archives on individuals' Internet, email and voice mail activities. In addition, Ralston Public Schools may divulge any information found during monitoring to any party it deems appropriate.

COMMUNICATION / ACCESSING INFORMATION

Communication is vital to having an informed and efficient organization that is responsive to the needs of students and the community. All employees are expected to regularly read their printed and electronic communication. It is expected that employees reply promptly to mail, e-mail, and other communication requests by parents, community members, students, other teachers, and administration.

Employees who are interested in communicating electronically with more than half of the staff members at a building site, for reasons that are not related to the normal, day-to day operations of the school, must first receive the permission of the principal or the employee's immediate supervisor. Likewise, employees who are interested in communicating electronically with staff members at the district level, for reasons that are not related to the normal, day-to-day operations of the district, must first receive the permission of a district administrator. In all cases, the information being communicated must advance the educational objectives of the Ralston Public Schools and may not interfere with the learning environment, be harmful to our image, inconsistent with the expectations of our employees, or otherwise adversely affect our legitimate business interests. Employees who attempt to circumvent and/or violate this policy may be subject to disciplinary actions up to and including termination of employment.

CELL PHONE/ELECTRONIC DEVICE USE

Ralston Public Schools recognizes that employees will need to use cell phones and other electronic devices occasionally. However, the District prohibits excessive use of such devices during working hours.

DISTRICT CELL PHONES

The district will provide identified employees with a cell phone. Approved employees will be able to choose from an identified list of cell phones that the district will provide. The monthly service charge will be paid by the district based upon the negotiated agreement with the cell phone service provider. Approved employees wishing to hold their own cell phone contract will be reimbursed a $50.00 monthly stipend and a $100.00 equipment stipend every two years. If an approved employee holds their own cell phone contract and is paid a stipend, they must supply their phone number to RPS so they can be contacted. All approved employees will have to sign a cell phone user agreement before being supplied with a district provided cell phone.

ELECTRONIC COMMUNICATION WHILE DRIVING

Except as provided below, school personnel shall not use any electronic communication device to read a written communication, manually type a written communication, send a written communication, verbally communicate with others, or otherwise communicate with others while operating a school vehicle or while using a school-issued electronic communication device while operating a private vehicle. This prohibition includes but is not limited to answering or making telephone calls, engaging in telephone conversations, and reading or responding to e-mails, instant messages, or text messages.

The superintendent or building principal may grant exceptions and allow verbal communication on an as needed basis for specific district-related worked based upon employees' duties and responsibilities.

POLICIES REGARDING STUDENTS

STUDENT SAFETY

Teachers shall make every reasonable effort to protect students from conditions that interfere with the learning process or are harmful to the health and/or safety of others.

Physical restraint of a student may sometimes be necessary to protect the student and/or other individuals. Physical restraint will be used with extreme caution and only in emergency situations where there is a risk of injury to someone if physical restraint is not used, and only after other less intrusive alternatives have failed or been deemed inappropriate. Staff members may physically restrain a student without advance notice to the building administrator when a student's behavior poses a threat of imminent, serious, physical harm to self and/or others.

The Ralston School District's emphasis is on prevention and behavioral de-escalation that reduces the risk of injury. The emphasis is always on the care, safety, and welfare of our students. The primary technique that should be utilized by staff members is verbal de-escalation. Physical restraint may only be used when non-physical interventions would not be effective, and/or the student's behavior poses a threat of imminent, serious, physical harm to self and/or others.

STUDENT DISCIPLINE

Administrative and teaching personnel may take actions regarding student behavior, other than those specifically provided in Board 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.

For more information, please see Ralston Board Policy 5035.

STUDENT 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 time or is highly likely to be repeated". The school district's administrators will consider these definitions when determine whether any specific situation constitutes bullying. These definitions include both in-person and cyberbullying behaviors.

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.

EMERGENCY EXCLUSION

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

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

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

For more information, please see Ralston Board Policy 6031.

CORPORAL PUNISHMENT

Corporal punishment, defined as the infliction of bodily pain as a penalty for disapproved behavior, is strictly prohibited. Some physical contact is inevitable. Therefore, physical contact, short of corporal punishment, is acceptable to promote personal interaction with students, to maintain order and control, and to protect persons and property.

SUSPECTED CHILD ABUSE/NEGLECT

Because of their daily contact with school-age children, educators and other school employees are in a unique position to identify abused and/or neglected children. Educators are required by law to report any known child abuse or neglect. Nebraska law defines child abuse or neglect as knowingly, intentionally, or negligently causing or permitting a minor child to be (1) placed in a situation that endangers their life or physical or mental health; (2) cruelly confined or cruelly punished; (3) deprived of necessary food, clothing, shelter or care; (4) left unattended in a motor vehicle, if such child is six years of age or younger; (5) sexually abused; or (6) sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

Any school employee who has reasonable cause to believe that a child has been abused or neglected must report the suspicion to the building principal immediately.

The principal and the school nurse and/or the school guidance counselor or school psychologist shall, whenever possible, investigate the concern immediately within 24 hours of receiving the initial report. The school staff shall endeavor to conduct this investigation in a manner that does not interfere with any current or future investigation by law enforcement. When the principal determines that a report should be made, they shall make a report to the office of social services or law enforcement. The principal shall inform the employee(s) who made the initial report whether they have made a report to the office of social services or law enforcement. If no such report has been made but is deemed appropriate, the employee(s) shall file such a report if they have reasonable cause to believe that a child has been abused or neglected in conjunction with the building principal, school counselor or school psychologist.

The building principal, school counselor, or school psychologist must complete the necessary paperwork and keep it on file. Any doubt or question in reporting such cases shall be resolved in the favor of reporting the suspected abuse or neglect. Consultation between the administrator and school employee is encouraged; keeping in mind that prompt reporting is essential.

The report to authorities shall contain the following information to the extent it is available: (1) name and position of reporting person; (2) name, address, and age of abused or neglected person; (3) address of the person or persons having custody of the abused or neglected person; (4) the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect; and (5) any other information that may be useful in establishing the identity of the persons involved and cause of the abuse or neglect.

Nebraska statutes give legal immunity from any civil or criminal liability to any person who makes a good faith report of child abuse or neglect or participates in a judicial proceeding resulting from such a report.

For more information, please see Ralston Board Policy 4054.

STUDENT INTERVIEWS

Employees shall refer any police officer, child protective service worker, or other similar individual seeking to speak to or interview a student to an administrator.

STUDENT SEARCHES

Certified and classified staff members may not search students or their belongings. If a staff member suspects that a student is in possession of contraband, they should immediately contact a member of the administration and supervise the student until the administrator arrives. Students who are suspected of having an item in violation of school rules may be directed to wait with a staff member.

ELECTRONIC COMMUNICATION WITH STUDENTS

All forms of electronic communication with students including, but not limited to, the use of e-mail, text messaging, instant messaging, and social media must advance the educational goals and objectives of the Ralston Public Schools.

STUDENT CONFIDENTIALITY

Any student records, including reports of illness, abuse and neglect are strictly confidential. Student privacy will be rigidly protected by all employees of the district. Failure to do so will result in disciplinary action, up to and including termination.

The school district provides students with a certificated school guidance counselor. Information that students provide to counselors and/or school psychologists is confidential but not legally privileged. The counselor and/or school psychologist will attempt to respect the privacy of student disclosures but will share all relevant information with other education professionals as appropriate or as directed. The counselor and/or school psychologist will also contact parents and law enforcement officials as appropriate.

Records of the counseling relationship, including interview notes, test data, correspondence, tape recordings and other documents, are to be considered professional information for use in counseling, not part of the student's education record.

When a counselor and/or school psychologist is in doubt about what information to release, they should discuss the matter with the building principal or with the superintendent.

CRISIS ASSISTANCE

The school district will use a Crisis Response Team (CRT) to plan and coordinate efforts to deal with an emergency that involves the school, staff, and students. The primary concern will be the safety and welfare of students and staff, followed by the protection and salvaging of property.

During a crisis, school will be conducted in as normal and routine a manner as possible. To help provide students and staff with the services to cope with an emergency, the CRT may call upon patrons and school and community professionals who are skilled in providing counseling.
A careful balance must be maintained between the right of the public to information and the rights of the student and staff to privacy and normalcy. All crisis information will remain confidential unless decided otherwise by the general coordinator. The general coordinator will be responsible for dealing with the media and providing information to the public.

For more information, please see Ralston Board Policy 4036.

SUMMARY

This handbook is a general guide to the operations of the school district. More information and specific details on matters covered here are provided in negotiated agreements, Board of Education policies and building handbooks. Questions that are not addressed in this handbook may be answered by contacting a supervisor, the Human Resources Office or another appropriate office. All employees are wished the best as they work with their colleagues to provide quality education for the students of Ralston.

EMPLOYEE ACKNOWLEDGEMENT PAGE

This is to certify that I have read this employee handbook and I am familiar with its contents. I understand that it is not a binding contract but a set of guidelines for the implementation of personnel policies. I understand that by signing this acknowledgement, I agree to abide by the policies and procedures set forth by the Ralston Public Schools.

_____

Employee Signature

_____

Employee Name (Printed)

_____

Date

APPENDIX A

Ralston Public Schools
District Reimbursement Guidelines

Receipts:
If an expense item is to be reimbursed by Ralston Public Schools, there must be a receipt attached validating the expense. The receipt must include the following:

1. Name of business where purchase was made or service was performed. (Some business receipts do not include the business name. Please write the name on the receipt.)
2. Date of service
3. Detail of items/service purchased
4. If expense is for a meal or food, please include the name of the meeting and the names of the individuals who attended or ate the meals claimed for reimbursement.
5. If needed receipts may be attached to a plain piece of paper to include all pertinent information.

The following types of receipts are NOT acceptable:

1. Summary credit card slip showing only the total charge
2. Cancelled check
3. Credit card statement with the expense circled

Bottom Line: If you do not have an acceptable receipt for expense reimbursement the district may not be able to reimburse for that expense item.

Mileage:
Mileage will be reimbursed at the standard IRS mileage allowance. The IRS updates the rate annually. The district publishes a mileage reimbursement form that is to be used for mileage reimbursement. This document can be found in the essential documents section on Google drive, or on the Ralston Forms website. Please remember to check on the availability of the Ralston Public Schools vehicles for trips in which several staff members will be attending. When available, the district vehicles must be used for travel. Mileage will only be reimbursed from your place of work to the activity location identified and back. Mileage will not be paid from your home or residence.

Rental Cars:
Rental cars are not reimbursed to the employee unless the following conditions exist:

1. Prior approval from the Assistant Superintendent for Business AND one or more of the following conditions exist:
2. The cost of the cab fare or shuttle, to **or** from the airport, is more than the daily rate plus incidentals, such as fuel and parking, to rent the car.
3. The hotel where the employee is staying is not within walking distance to the conference and the hotel does not offer shuttle service to the conference.
4. The rental is less expensive than a flight for several persons attending an event and is within a reasonable driving distance.

Purchasing Items:

We are a tax-exempt organization. As a result, we are not required to pay sales tax on purchases. Because of this, purchasing items on a personal basis and asking for reimbursement is discouraged. An employee who elects to purchase an item on their own may seek reimbursement for the item but will not receive reimbursement for any sales tax paid. The district does recognize that at times cost savings may be realized by purchasing items on a personal basis. If this becomes necessary, advanced permission from your supervisor is required prior to purchasing items that you wish to be considered for reimbursement. When asking for reimbursement on such purchases please use the receipts portion of this document to guide the reimbursement submittal. *NO PERSONAL ITEMS ARE TO BE PURCHASED USING OUR TAX EXEMPTION. PLEASE RING UP PERSONAL ITEMS SEPARATELY!*

Expenses that will not be reimbursed:

1. **Alcoholic Beverages** will NOT be reimbursed.
2. **Entertainment** such as movies, etc.
3. **Laundry fees**
4. **Personal maintenance items**
5. **Tips for services** such as housekeeping, bellman, etc. Tips for cab fare, shuttles, and meals will be reimbursed but are limited to 20% of the charges.
6. **Cab fares, shuttle costs, etc.** for employee's personal travel such as sightseeing, shopping, etc. Restaurants for dining out should be selected close to the hotel to keep transportation costs to a minimum.

Meals:

When traveling away from Ralston and it is necessary to have a meal while on duty it is expected that care is used in selection an appropriate price level restaurant. Exact per diem amounts have not been set so care and good judgment should be used in keeping costs appropriate. It is also expected that detailed documentation and receipts are kept to insure reimbursement. Meal reimbursement is for RPS staff members only unless the event is hosted by the Ralston Public Schools, and you are doing the business of the Ralston Public Schools.

District Cell Phones:

The district will provide identified employees with a cell phone. Approved employees will be able to choose from an identified list of cell phones that the district will provide. The monthly service charge will be paid by the district based upon the negotiated agreement with the cell phone service provider. Approved employees wishing to hold their own cell phone contract will be reimbursed a $50.00 monthly stipend and a $100.00 equipment stipend every two years. If an approved employee holds their own cell phone contract and is paid a stipend, they must supply their phone number to RPS so they can be contacted. All approved employees will have to sign a cell phone user agreement before being supplied with a district provided cell phone.

Charging on District Accounts:

At no time shall any employee charge items to a revolving account registered to the Ralston Public Schools unless advanced permission has been granted by a supervisor or school administrator. Charging any items for personal business on school district revolving accounts is strictly prohibited.

APPENDIX B

Ralston Public Schools
District Professional Development Guidelines

Requesting Professional Development:

1. Teachers: Please get approval from building administrator.
2. Building Administrator: Please align requests with goals and mission and identify appropriate funding prior to making arrangements.
3. District Administrator: Please align requests with goals and mission and identify appropriate funding prior to making arrangements. Communication with building principals is also essential prior to making arrangements.

Professional Development Requests from Buildings/Teachers:

Professional development requests that originate from building principals or teachers must be arranged and organized at the building level. Steps that are required for appropriate planning are:

1. Identify if the professional development meets the District/Building goals and mission
2. Identify appropriate funding in advance
3. Complete any required registration process
4. Organize any needed transportation or lodging arrangements
5. Schedule substitute teachers as needed
6. Submit costs, reimbursement, and expenses for payment as needed to the Business Office
7. Prior to the event check that all details are covered

Professional Development Requests from District Administration:

Professional development requests that originate from Central Office or District administration must be arranged and organized at the Central Office level. Steps that are required for appropriate planning are:

1. Identify if the professional development meets the District/Building goals and mission
2. Identify appropriate funding in advance
3. Communicate with building principals and teachers about the training opportunity
4. Complete any required registration process
5. Organize any needed transportation or lodging arrangements
6. Schedule substitute teachers as needed
7. Submit costs, reimbursement, and expenses for payment as needed to the Business Office
8. Communicate to all stakeholders details of arrangements and expectations
9. Prior to the event check that all details are covered

Requests for Payment:

Any requests for payment that would accompany reservations or registrations should be submitted well in advance of the deadline (at least 3 business days) to the Business Office so that a check can be mailed. In all cases detailed documentation should accompany requests so that accurate records may be kept and registrations and reservations are made in a timely manner.

APPENDIX C

CODE OF ETHICS

TEACHING PROFESSION

STATE OF NEBRASKA

STANDARDS OF PROFESSIONAL PRACTICES

Introduction
It is the responsibility of the Commission to provide advice and counsel to the State Board of Education in developing standards of professional practices in areas including, but not limited to, (1) ethical and professional performance, (2) competency, (3) continuance in professional service, and (4) contractual obligations.

Standards applicable to professional practices have been adopted by the Nebraska State Board of Education. The Code of Ethics, Standards for Continuance in Professional Service, and Contractual Obligations are presented in this pamphlet. The Commission shall adhere to these standards in making recommendations of whatever nature in accordance with its statutory authority.

The State Board of Education shall request the Commission or a special committee of members thereof to hold hearings and make recommendations to the State Board of Education concerning alleged violations of standards of professional ethics and practices by holders of public school certificates. Each educator can be aided by this publication in developing and continuing the use of professional practices that are in the best interest of the students, the profession, and the public.

CODE OF ETHICS

Preamble
The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence, and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility they have accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge their colleagues, and to be judged by them, in accordance with the provisions of this chapter.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in Nebraska with respect to ethical and professional conduct and are,

therefore, declared to be the criteria of ethical and professional performance adopted pursuant to the provisions of Section 79-868 R.R.S. for holders of public school certificates.

If the certificate holder is employed in a nonpublic school, that context shall be taken into account in the application of these standards.

Principle I - Commitment as a Professional Educator

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance, and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of race, color, creed, sex, marital status, age, national origin, ethnic background, or handicapping condition.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Commissioner any known violation of Principle I, number 7; Principle III, number 5; or Principle IV, number 2.
10. Shall seek no reprisal against any individual who has reported a violation of this chapter.

Principle II - Commitment to the Student

Mindful that a profession exists for the purpose of serving the best interest of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to their classes, unless approved by the local board of education.
7. Shall not discipline students using corporal punishment.

Principle III - Commitment to the Public

The magnitude of responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of and confidence in the rule of law, a respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

1. Shall not misrepresent an institution with which the educator is affiliated and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude or commit any felony under the laws of the United States or any state or territory.
6. Shall with reasonable diligence, attend to the duties of their professional position.

Principle IV - Commitment to the Profession

In the belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent their professional qualifications, or those of colleagues.
3. Shall practice the profession only with proper certification and shall actively oppose the practice of the profession by persons known to be unqualified.

Principle V - Commitment to Professional Employment Practices

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

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

STANDARDS FOR CONTRACTUAL OBLIGATIONS FOR ALL CERTIFICATE HOLDERS

Members of the teaching profession shall adhere fully to the terms of a contract or appointment.

Summary

Teaching in the public schools of Nebraska and related administrative and supervisory services are recognized as a profession by the Legislature.

In recognition of the professional status of educators, the Governor is authorized to appoint a Professional Practices Commission representative of elementary and secondary teachers, administrators, and higher education. The goal of the Commission is to develop, promote and enforce standards of professionalism for Nebraska educators.

APPENDIX D

Supplemental policies and procedures for Sign Language Interpreters

Code of professional conduct:

The Code of Professional Conduct for the Suburban Schools' Program is based on the Code of Professional Conduct of the Registry of Interpreters for the Deaf (RID) with the perspective of an educational setting. The RID Code of Professional Conduct referenced is in parenthesis following each principle.

1. The EI/T shall be dedicated to providing competent interpreting services in a manner befitting a professional. (RID tenet 2)
    1.1. Professional appearance: EI/Ts must always keep in mind their role to facilitate communication and their responsibilities as visual representatives of the consumers involved in any given interpreting assignment. EI/Ts should dress in a manner that will be as unobtrusive as possible and assure the best background for signing. Avoid highly visible jewelry, excessive makeup and other characteristics of physical appearance that are distracting.
    1.2. Personal Qualities: The EI/T must be dependable, responsible and reliable at all times. The EI/T must use tact when interacting with others, remaining diplomatic and perceptive. The EI/T must maintain an acceptable demeanor, exhibiting self-confidence and self-control.
2. The EI/T judiciously safeguards assignment-related information of a confidential nature. The obligation to protect confidences does not prevent an educational interpreter from revealing information to their employer or member of the IEP professional team for record keeping, program management and supervision. (RID tenet 1)
3. The EI/T provides parents and other members of the educational team on the student's use of interpreting service when requested. The EI/T will redirect parents and other team members to the deaf educator/resource teacher for parental/team member questions that are not related to the student's use of an interpreter within the educational setting. (RID tenets 1, 2, 3, and 4)
4. The EI/T and deaf educator/resource teacher shall provide information, when necessary, to educate the consumers about the role and appropriate use of the interpreter. (RID tenets 2 and 3)
5. The EI/T conveys the content, spirit and affect of the speaker using the language system approved by the educational team. (RID tenet 2)
6. The EI/T will not counsel nor interject personal opinion during interpretations/transliterations. (RID tenet 3)
7. The EI/T will maintain an appropriate adult-student relationship with all children/students (deaf and hearing). This is the ability to maintain "Professional Distance" or professional boundaries. (RID tenet 3)

Registry of Interpreters for the Deaf (RID) Code of Professional Conduct

The Registry of Interpreters for the Deaf, Inc. has set forth the following principles of ethical behavior to protect and guide interpreters and transliterators and hearing and deaf consumers. Underlying these principles is the desire to insure for all the right to communicate.

This Code of Professional Conduct applies to all members of the Registry of Interpreters for the Deaf, Inc. and to all certified non-members.

Tenets (updated 2008)

1. Interpreters adhere to standards of confidential communication.
2. Interpreters possess the professional skills and knowledge required for the specific interpreting situation.
3. Interpreters conduct themselves in a manner appropriate to the specific interpreting situation.
4. Interpreters demonstrate respect for consumers.
5. Interpreters demonstrate respect for colleagues, interns, and students of the profession.
6. Interpreters maintain ethical business practices.
7. Interpreters engage in professional development.

Educational Interpreter Roles and Responsibilities

1. The IEP team, not an individual EI/T, has the responsibility to determine any alternative modes of communication to be used in order to meet the needs of an individual student.
2. The EI/T will use an English-based system such as Signing Exact English System during subjects such as Reading, Writing, or English where the focus is learning to read and/or write English.
3. The EI/T will interpret any and all information presented in a classroom situation: formal instruction, individual instruction, informal social interaction between peers and conversation in classroom when appropriate.
4. The EI/T will voice interpret and relay information to non-signers.
5. The EI/T will rephrase information or simplify to aid understanding without providing the student with answers. If time does not permit during class time, the EI/T will inform the resource or deaf education teacher that extra help is needed and be willing to tutor if requested.
6. The EI/T will interpret at school functions during the school day.
7. The EI/T will tutor students when requested by deaf educators.
8. The EI/T will use any preparation time to prepare for future classes. It is the responsibility of the EI/T to know the assignments in advance so that any unknown vocabulary can be learned prior to class.
9. The EI/T will notify the deaf education teacher of tests, reviews, special assignments and any other concerns that impact the student's performance.
10. The EI/T will remain in the assigned classroom until the end of the class period, even when the student is doing independent seatwork. S/he should be available to interpret at all times.
11. Clarify routine points for the student, but do not assume the teacher's role. Repeat the interpretation of instruction only when it is needed, not routinely.
12. The EI/T will make sure students understand their interpreting, requesting feedback from the student as age or maturity allows. The EI/T will help the student develop their ability to provide appropriate feedback as a consumer of the service.
13. The EI/T will interpret all information presented in the class. Do not make indiscriminate decisions to leave out some class information.
14. The EI/T will use fingerspelling to convey key vocabulary, as method to emphasize a word/concept, and as a sign; do not invent signs without prior discussion with the student. The fingerspelling presentation must contain ***all*** the letters of the word and be presented at a rate at which the student can receptively comprehend the word. EI/TVs need to be

aware of the students' challenges with which they work. Some students may be poor spellers or have memory problems; therefore, reading a word sign may be more meaningful, faster, and provide a clearer message for students to key into than fingerspelling.

15. The EI/T will obtain information on the day's goals, tests, review, projects, extra credit work, special assignments, etc. for the deaf educator. Students are also responsible for all afore stated information.
16. The EI/T will refer any questions from parents regarding their child to the appropriate teacher(s). The EI/T ***will not*** discuss student's performance.
17. The EI/T will request to review student folders of those individuals for whom the EI/T will provide service. This review will help better prepare the EI/T to meet the language and learning demands of the students. This information may also be acquired from the deaf education teacher or the student's IEP case manager. All information learned during the review or conversation should be kept strictly confidential.
18. The EI/T will complete a sub folder. This folder should be prepared within the first week of school and be updated accordingly. These folders will be housed in the interpreter's desk/office or in the deaf education room. Sub folders should contain the following information and need to be kept up to date with schedule changes and appropriate forms:
    - Opening letter from director
    - Schedules
    - Positioning information
    - Equipment needs of students such as Alpha Smart, FM
    - Communication mode and other special information
    - Building map with key rooms/locations highlighted
    - Substitute Interpreter Time Sheet
    - Sub notes (use form appropriate for the grade level and class schedule)

Educational Interpreter Attendance

In order to ensure consistency and to maximize progress of the students who are deaf or hard of hearing, it is crucial for the EI/T to be at work. Punctuality is essential. If an absence from work is necessary, follow these guidelines.

1. All EI/TVs must call the designated interpreter or program director at 402-496-1419 (morning) or 402-339-2090 (during school hours) to report an absence.
    a. Must call between 6:00 am-7:15 am – DO NOT send a text message and DO NOT leave a message
    b. Also leave a message with Diane Meyer at 402-339-2090 or notify Diane via e-mail: diane_meyer@ralstonschools.org
2. The ill/absent EI/T will contact their assigned building also.
   If you are at school and become ill:
    a. You must notify the building's deaf education teacher.
    b. You must contact the designated interpreter/program director at 402-339-2090
    c. Also leave a message with Diane Meyer at 402-339-2090 or notify Diane via e-mail: diane_meyer@ralstonschools.org
3. The EI/T will document the beginning and end of their workday through the electronic timecard system as required by Ralston Public Schools.

Extra-Curricular Activities

Suburban Schools' Program offers many opportunities for extra-duty pay to interpreters. Extra-curricular activities include: sports, meetings, clubs, Open house, National Honor Society, parent conferences, etc. EI/T duty time is seven and one-half hours of which 30 minutes is a paid lunch, an additional benefit. Any activity outside of assigned duty time is considered extra-curricular and is done for extra pay. Overtime pay (time and one half) begins after you reach 40 hours in one week. The 40 hours does not include the paid lunch benefit but does include negotiated leaves.

The amount of time interpreted must be rounded to the nearest quarter hour. For example, if an activity runs ten minutes, the EI/T is to charge for fifteen. If the activity runs for 25 minutes, the EI/T is to charge for thirty minutes.

Please sign-up if you are interested in covering extra-curricular activities. The activities are posted via email to all the EI/T staff. Job assignments are based on order of interest. Any individual accepting an activity must locate his/her own substitute for the activity in the event of illness. Recurrent activities such as sport practices may be split between interpreters.

Mileage can be claimed for extra-curricular activities under certain circumstances. The mileage form can be found in Ralston's Cloud. See the section on mileage included in the forms section for details on completing the document. Conditions for mileage reimbursement for Extra-curricular activities:

- Mileage cannot be claimed for driving back to school for a club, sport, or evening activity (i.e., open house, parent-teacher conferences, etc.) in which you will be paid for your time. Example: drama rehearsal starts at 7:00 pm; the interpreter goes home between school and rehearsal—no mileage can be claimed.
- Mileage cannot be claimed for driving to a school or competition site for sports when the event occurs on the weekend such as practice or a meet/game.
- Interpreters are to facilitate communication with any non-signers (coach or fellow students), which include drive times to off-campus events. The only exception to this is when there is no room on the district vehicle for the interpreter. The program director must be notified of this situation prior to the event for approval to drive a personal vehicle and request reimbursement.

Educational Interpreter/Transliterator Performance Appraisals

Observations

The director will observe EI/Ts twice a year. Evaluations are also sent to the personnel office. This will provide for documentation of skills as well as professionalism. The director will complete the evaluation. Copies of the format are included so the EI/T can be aware of expectations. A Ralston Public Schools' general evaluation of employee skills is also completed by the program director with input from the deaf educator.

Any areas deemed unsatisfactory or "in need of improvement" will be addressed initially through informal interventions between the interpreter and the Director. If performance is not improved in a stated period of time, the interpreter will be placed on formal intervention, which can lead to termination**.**

Continuing Education

The Nebraska Department of Education Rule 51 outlines the rules and regulations governing employment of EI/Ts in the state of Nebraska. The guidelines can be view at http://www.nde.state.ne.us/SPED/sped.html. It is under the Policy and Procedures section. To maintain employment in the state, educational interpreters will obtain 20 clock hours of educationally related continuing education every two years. The RID Code of Professional Conduct, tenet 7, also requires continued professional development.

APPENDIX E

Supplemental policies and procedures for Drivers

Dress Code

Drivers are expected to present a neat, clean, and professional appearance at all times. The following minimum Transportation Department dress code standards are based on professional image, safety, and health.

a. Drivers will wear Transportation shirts provided by the district of them or Ralston shirts.
b. Drivers will wear enclosed shoes. No open-toed shoes are allowed. Sandals and flip-flops are not safe in the event of a bus evacuation.

Minimum Acceptable Conduct

Driving school children is an awesome responsibility. Consequently, drivers are held accountable for the safety of their passengers. Ralston Public Schools drivers must be above reproach at all times. The following guidelines reflect the minimum acceptable standards of conduct and dress expected of all drivers while on duty.

a. Smoking in or around any school district vehicle is prohibited.
b. Eating or drinking on the bus while students are present or while the vehicle is in motion is prohibited.
c. Drivers will not use inappropriate language or engage in inappropriate conversations while on duty and/or while on Ralston Public School property.
d. Unauthorized connections of electronic equipment (i.e., radios, tape decks, CDs…) to any district vehicle is prohibited. Drivers must be able to hear sirens and train signals.
e. Inappropriate conduct or conversations with students is strictly prohibited. Inappropriate conversation or comments about students is strictly prohibited.
f. Failure to wear seat belts in district vehicles.
g. Regular and predictable attendance is a required condition for employment.
h. While on duty, drivers should treat parents, community members, students, patrons, and all individuals in a respectful manner. Incidents involving dissatisfaction with Ralston's transportation department should be reported to the transportation supervisor immediately.

Termination and/or Suspension

Serious infraction, including but not limited to the following, may be cause for immediate termination and/or suspension:

a. Being under the influence of drugs or alcohol
b. Destruction of school property
c. Failure to stop at railroad crossings
d. Failure to report an accident involving a district vehicle
e. Failure to report an accident involving a personal vehicle
f. Carrying unauthorized passengers: In accordance with Nebraska Department of Education, Title 92, "No one except school personnel, supervisory personnel, monitoring personnel, and pupils assigned to a pupil transportation vehicle for a particular route schedule or for an activity trip as defined in 92 NAC 92-002.02 , may ride such vehicles" Essentially, this rule means no one other that students, sponsors,

and chaperones may ride a school bus.

g. Failure to pick up a student
h. Leaving a student on the vehicle after returning to the Transportation Center or other final destination
i. Unauthorized use of the district vehicles or using the vehicle for personal errands
j. Failure to be punctual
k. Deviating, without approval, from the assigned route unless there are unforeseen traffic circumstances
l. Failure to pre-trip a vehicle properly. Arrive early enough to complete the pre-trip before leaving the lot. The time clock will show if you had time to do the pre-trip.
m. Inappropriate language, comments, or touching towards students, staff, and/or other adults
n. Tampering with any cameras and/or recording devices located inside the vehicle.

Basic Loading and Unloading Policies

Bus drivers should adhere to the following procedures:

a. If a parent wishes to change a pick-up/drop-off time/location, advise them to contact the Coordinator of Transportation. Drivers are not authorized to make changes.
b. When running more than 10 minutes late for the schedule pick-up or drop-off, contact the Coordinator of Transportation who will pass on that information as appropriate.
c. Pick-ups should be curbside at the student's residence. If this is not possible, park the vehicle so the student does not have to walk on the roadway.
d. If a student is not at the authorized stop at the scheduled time, drivers will wait 3 minutes and then leave. Call the Coordinator of Transportation at the soonest opportunity.
e. Drivers are responsible for ensuring all students are properly seated on the bus with the appropriate restraint system secured, except if a parent/aide assisted/seated the child.
f. After arriving at the school of attendance, drivers or the para are responsible for removing students from the seat and assisting students in leaving the vehicle, if needed.
g. After all students have departed the vehicle, immediately check the vehicle for any students or items that may have been left behind.
h. When drivers are given route changes, new student information, or when a student has been dropped from the route, all outdated information is to be shredded at the Central Office.
i. If no one is at the student's home or the student cannot enter their home at the end of the day, the driver will continue the route and then, return to the student's home and call the Coordinator of Transportation. If after the second attempt, there is still no one at the home, then the student will be returned to school of attendance. If the child is an open enrolled student, call the Coordinator of Transportation.

Emergency Procedures

The following procedures will be used in the event of an accident involving a district vehicle, other emergencies, when experiencing mechanical problems, or during inclement weather.

Accidents (Vehicle contact with any moving or stationary object)
All accidents will be reported to the Coordinator of Transportation immediately. Drivers will call immediately, and drivers will initiate a 911 call if appropriate. The following procedures will be followed for all accidents.

a. Stop the vehicle as soon as possible
b. Drivers involved in an accident must take and maintain control of the situation. This is especially important when injuries are involved.
c. Notify the Coordinator of Transportation of the situation. Give the following information:
    - Vehicle number
    - Location
    - Number of vehicles involved
    - Number of students on board and what school they are from
    - Number of injured
d. Check for injuries and administer and/or direct first aid if required
e. Evacuate passengers to a safe area if necessary
f. Set up "breakdown" reflectors to protect accident scene and warn motorists
g. Complete accident forms in driver route book
h. Make no statements or comments to anyone other than law enforcement and/or district representatives

Mechanical Problems
If a non-safety mechanical problem arises while en-route, annotate the problem on the pre-trip vehicle inspection form. If unsure of the seriousness of the mechanical problem, contact the Coordinator of Transportation. If a safety related mechanical problem or a breakdown occurs, contact the Coordinator of Transportation and wait for further instructions.

Inclement Weather Procedures
Drivers will provide the Coordinator of Transportation and the Central Office with home phone numbers, addresses, and emergency contact phone numbers to facilitate contact in the event of inclement weather.

If weather is threatening during the day, drivers must provide the Coordinator of Transportation with a phone number (or some other piece contact information) in case of early dismissal.

If inclement weather occurs while en-route, the following procedures will be used:

a. Contact the Coordinator of Transportation only when delayed more than 10 minutes or completely immobilized by weather or traffic
b. In the case of disabled/immobilized vehicle, drivers will remain with the students to supervise and ensure their safety
c. Students are to remain onboard a disabled/immobilized vehicle until an alternate vehicle has arrived, unless remaining on the vehicle creates a safety concern
d. Under no circumstances will drivers release students without the permission of the Coordinator of Transportation
e. Vehicle windows and roof hatches will be closed after the last daily run, and whenever there is the possibility of inclement weather
f. During cold weather operations, all diesel vehicles will be plugged in at night.

g. On mornings that are 20 degrees or below, the early start crew may start vehicles
h. Drivers will not leave vehicles unattended while the engine is running at any time, including warm-up, except during the pre-trip inspection

Tornado/Severe Weather Procedures
A tornado watch indicates an area in which atmospheric conditions exist from which a tornado could develop.

A tornado warning is issued when a tornado has actually been sighted in the area or is indicated by radar.

The following procedures are designed to ensure the safety of passengers when the threat of or actual severe weather is experienced. Drivers must be familiar with these procedures and able to respond appropriately in the event of deteriorating weather conditions. Students are not to board a district vehicle while under a tornado warning.

Tornado Warning While on Route
Every situation involving a tornado/severe weather will be different. Drivers must always consider the following factors when dealing with a tornado warning/severe weather:

a. ALWAYS maintain control of the situation and accountability of all passengers.
b. Proceed immediately to the nearest safe location for evacuation. If there is immediate danger and no shelter is available, evacuate students from the vehicle and into the nearest ditch or culvert at least 100 feet away from the vehicle or any other vehicle.
c. In most instances, the driver will be the last off the bus as they will direct the evacuation and ensure all passengers have exited the vehicle. There may be instances, however, that it would be more appropriate for the driver to be the first out of the vehicle in order to direct passengers to the appropriate safe location. In this case, drivers must assign a responsible passenger to assist in the evacuation by ensuring all passengers have exited the vehicle.
d. Make certain all students go to the safe location and are accounted for.
e. Drivers should make every effort to keep the Coordinator of Transportation apprised of the evacuation location to include the number of passengers onboard. Once the tornado warning has been lifted, drivers will advise Dispatch when they are 10-8 and reaffirm the number of passengers.
f. Do not release passengers without the Coordinator of Transportation's permission.

APPENDIX F

Title IX

It is the policy of the school district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subject to discrimination under any of the school district's programs or activities. The district is required by Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106 to not discriminate in such a manner.

1. **Title IX Coordinator**

1.1. **Designation.** The district will designate and authorize at least one employee to coordinate its efforts to comply with its responsibilities under this policy, who will be referred to as the "**Title IX Coordinator**." The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, of the name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator. Any person may report sex discrimination, including sexual harassment (whether or not the person reporting is the person alleged to be the victim of conduct that could constitute sex discrimination or sexual harassment). This report may be made by any means, including but not limited to, in person, by mail, by telephone, or by electronic mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Such a report may be made at any time (including during non-business hours).

2. **Definitions.** As used in this policy, the following terms are defined as follows:

2.1. **Actual knowledge** means notice of sexual harassment or allegations of sexual harassment to any district employee. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only district employee with actual knowledge is the respondent (as that term is defined below). "Notice" as used in this paragraph includes, but is not limited to, a report of sexual harassment to the Title IX Coordinator as described in subsection 1.1 above.

2.2. **Complainant** means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

2.3. **Formal complaint** means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation of sexual harassment. The only district official who is authorized to initiate the Grievance Process for Formal Complaints of Sexual Harassment against a respondent is the Title IX Coordinator (by signing a formal complaint). At the time of filing a formal complaint with the district, a complainant must be participating in or attempting to participate in the district's education program or activity. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail, by using the contact information required to be listed for the

Title IX Coordinator under subsection 1.1 above, and by any additional method designated by the district. As used in this paragraph, the phrase "document filed by a complainant" means a document or electronic submission (such as by electronic mail or through an online portal provided for this purpose by the district) that contains the complainant's physical or digital signature, or otherwise indicates that the complainant is the person filing the formal complaint. Where the Title IX Coordinator signs a formal complaint, the Title IX Coordinator is not a complainant or otherwise a party under this policy or under 34 C.F.R. part 106 and will comply with the requirements of this policy and 34 C.F.R. part 106, including subsections 5.1.3–5.1.4 and 34 C.F.R. § 106.45(b)(1)(iii).

2.4. **Respondent** means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment.

2.5. **Consent** for purposes of this policy means the willingness in fact for conduct to occur. An individual may, as a result of age, incapacity, disability, lack of information, or other circumstances be incapable of providing consent to some or all sexual conduct or activity. Neither verbal nor physical resistance is required to establish that an individual did not consent. District officials will consider the totality of the circumstances in determining whether there was consent for any specific conduct. Consent may be revoked or withdrawn at any time.

2.6. **Sexual harassment** means conduct on the basis of sex that satisfies one or more of the following:

2.6.1. An employee of the district conditioning the provision of an aid, benefit, or service of the district on an individual's participation in unwelcome sexual conduct;

2.6.2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the district's education program or activity;

2.6.3. **Sexual assault**, as defined in 20 U.S.C. § 1092(f)(6)(A)(v), which means an offense classified as a forcible or nonforcible sex offense under the uniform crime reporting system of the Federal Bureau of Investigation:

2.6.3.1. **Sex Offenses, Forcible**—Any sexual act directed against another person, without the consent of the victim including instances where the victim is incapable of giving consent.

2.6.3.1.1. **Rape**—(Except Statutory Rape) The carnal knowledge of a person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity.

2.6.3.1.2. **Sodomy**—Oral or anal sexual intercourse with another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.3. **Sexual Assault With An Object**—To use an object or instrument to unlawfully penetrate, however slightly, the genital or anal opening of the body of another person, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.1.4. **Fondling**—The touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including instances where the victim is incapable of giving consent because of their age or because of their temporary or permanent mental or physical incapacity

2.6.3.2. **Sex Offenses, Non-forcible**—(Except Prostitution Offenses) Unlawful, non-forcible sexual intercourse.

2.6.3.2.1. **Incest**—Non-Forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law

2.6.3.2.2. **Statutory Rape**—Non-Forcible sexual intercourse with a person who is under the statutory age of consent

2.6.4. **Dating violence**, as defined in 34 U.S.C. § 12291(a)(10), which means violence committed by a person—

2.6.4.1. who is or has been in a social relationship of a romantic or intimate nature with the victim; and

2.6.4.2. where the existence of such a relationship shall be determined based on a consideration of the following factors:

2.6.4.2.1. The length of the relationship.

2.6.4.2.2. The type of relationship.

2.6.4.2.3. The frequency of interaction between the persons involved in the relationship.

2.6.5. **Domestic violence**, as defined in 34 U.S.C. § 12291(a)(8), which includes felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws of the jurisdiction.

2.6.6. **Stalking**, as defined in 34 U.S.C. § 12291(a)(30), which means engaging in a course of conduct directed at a specific person that would cause a reasonable person to—

2.6.6.1. Fear for their safety or the safety of others; or

2.6.6.2. Suffer substantial emotional distress.

2.7. **Supportive measures** means non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainant or the respondent before or after the filing of a formal complaint or where no formal complaint has been filed. Such measures are designed to restore or preserve equal access to the district's education program or activity without unreasonably burdening the other party, including measures designed to protect the safety of all parties or the district's educational environment, or deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, campus escort services, mutual restrictions on contact between the parties, changes in work or housing locations, leaves of absence, increased security and monitoring of certain areas of the campus, and other similar measures. The district will maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the ability of the district to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.

3. Discrimination Not Involving Sexual Harassment.

3.1. **General Prohibition.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by the district.

3.2. **Specific Prohibitions.** Except as provided elsewhere in Title IX, 34 C.F.R. part 106, or this policy, in providing any aid, benefit, or service to a student, the district will not on the basis of sex:

3.2.1. Treat one person differently from another in determining whether such person satisfies any requirement or condition for the provision of such aid, benefit, or service;

3.2.2. Provide different aid, benefits, or services or provide aid, benefits, or services in a different manner;

3.2.3. Deny any person any such aid, benefit, or service;

3.2.4. Subject any person to separate or different rules of behavior, sanctions, or other treatment;

3.2.5. Apply any rule concerning the domicile or residence of a student or applicant;

3.2.6. Aid or perpetuate discrimination against any person by providing significant assistance to any agency, organization, or person which discriminates on the basis of sex in providing any aid, benefit or service to students or employees;

3.2.7. Otherwise limit any person in the enjoyment of any right, privilege, advantage, or opportunity.

3.3. **Complaint Procedure.** All complaints regarding any alleged discrimination on the basis of sex, including without limitation violations of this policy, 34 C.F.R. part 106, Title IX, Title VII, or other state or federal law—when the alleged discrimination does not arise from or relate to an allegation of sexual harassment as defined in subsection 2.6 above—shall be addressed pursuant to the district's general complaint procedure, Board Policy 2006.

4. Response to Sexual Harassment

4.1. **Reporting Sexual Harassment.** Any person who witnesses an act of unlawful sexual harassment is encouraged to report it to the District's Title IX Coordinator. No person will be retaliated against based on any report of suspected sexual harassment or retaliation. Any District employee who receives a report of sexual harassment or has actual knowledge of sexual harassment must convey that information to the Title IX Coordinator as soon as reasonably practicable, but in no case later than the end of the following school day.

4.2. **General Response to Sexual Harassment.** When the district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, the district will respond promptly in a manner that is not deliberately indifferent. The district will be deemed to be deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances. For the purposes of this policy "education program or activity" includes locations, events, or circumstances over which the district exercised substantial control over both the respondent and the context in which the sexual harassment occurs. The district's

response will treat complainants and respondents equitably by offering supportive measures as defined in subsection 2.7 above to a complainant, and by following the grievance process described in section 5 below before the imposition of any disciplinary sanctions or other actions that are not supportive measures, against a respondent. The Title IX Coordinator will promptly contact the complainant to discuss the availability of supportive measures, consider the complainant's wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filing a formal complaint.

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

4.4. **Administrative Leave.** Nothing in this policy precludes the district from placing a non-student employee respondent on administrative leave during the pendency of a grievance process that complies with section 5 below. This provision may not be construed to modify any rights under Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act.

4.5. **General Response Not Conditioned on Formal Complaint.** With or without a formal complaint, the district will comply with the obligations and procedures described in this section 4.

5. **Grievance Process for Formal Complaints of Sexual Harassment**.

5.1. **General Requirements**.

5.1.1. **Equitable Treatment.** The district will treat complainants and respondents equitably by providing remedies to a complainant where a determination of responsibility for sexual harassment has been made against the respondent, and by following the grievance process described in this section 5 before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent. Remedies will be designed to restore or preserve equal access to the district's education program or activity. Remedies may include the same individualized services described in subsection 2.7 as "supportive measures"; however, remedies need not be non-disciplinary or non-punitive and need not avoid burdening the respondent.

5.1.2. **Objective Evaluation.** This grievance process requires an objective evaluation of all relevant evidence—including both inculpatory and exculpatory evidence. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

5.1.3. **Absence of Conflicts of Interest or Bias.** The district will require that any individual designated by a recipient as a Title IX Coordinator, investigator, decision-maker, or any person designated by a recipient to facilitate an informal resolution process, not have a conflict of interest or bias for or against complainants or respondents generally or an individual complainant or respondent.

5.1.4. **Training.** The district will ensure that all individuals or entities described in this Training section 5.1.4 receive training as provided below. Any materials used to train these individuals will not rely on sex stereotypes and will promote impartial investigations and adjudications of formal complaints of sexual harassment.

5.1.4.1. **All District Employees and Board Members**. All district employees and board members will be trained on how to identify and report sexual harassment.

5.1.4.2. **Title IX Coordinators, Investigators, Decision-Makers, or Informal Resolution Facilitators.** The district will ensure that Title IX Coordinators, investigators, decision-makers, or any person designated by the district to facilitate an informal resolution process receive training on:

5.1.4.2.1. The definition of sexual harassment in subsection 2.6;

5.1.4.2.2. The scope of the district's education program or activity;

5.1.4.2.3. How to conduct an investigation and grievance process including hearings, appeals, and informal resolution processes, as applicable; and

5.1.4.2.4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

5.1.4.3. **Decision-Makers.** The district will ensure that decision-makers receive training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, as set forth in subsection 5.6.

5.1.4.4. **Investigators.** The district will also ensure that investigators receive training on issues of relevance to create an investigative report that fairly summarizes relevant evidence, as set forth in subsection 5.5.8.

5.1.5. **Presumption.** It is presumed that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

5.1.6. **Reasonably Prompt Time Frames.** This grievance process shall include reasonably prompt time frames for conclusion of the grievance process, including reasonably prompt time frames for filing and resolving appeals and informal resolution processes if the district offers informal resolution processes. The process shall also allow for the temporary delay of the grievance process or the limited extension of time frames for good cause with written notice to the complainant and the respondent of the delay or extension and the reasons for the action. Good cause may include considerations such as the absence of a party, a party's advisor, or a witness; concurrent law enforcement activity; or the need for language assistance or accommodation of disabilities.

5.1.7. **Range of Possible Sanctions and Remedies.** Following a determination of responsibility, the district may impose disciplinary sanctions and remedies in conformance with this and the district's student discipline policy, and other state and federal laws. Depending upon the circumstances, these policies provide for disciplinary sanctions and remedies up to and including expulsion.

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

5.1.9. **Respect for Privileged Information.** The district will not require, allow, rely upon, or otherwise use questions or evidence that constitute, or seek disclosure of, information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.

5.2. **Notice of Allegations.**

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

5.2.1.1. A copy of this policy.

5.2.1.2. Notice of the allegations of sexual harassment potentially constituting sexual harassment as defined in subsection 2.6, including sufficient details known at the time and with sufficient time to prepare a response before any initial interview. Sufficient details include the identities of the parties

involved in the incident, if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known. The written notice will include a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process. The written notice will inform the parties that they may have an advisor of their choice, who may be, but is not required to be, an attorney, under subsection 5.5.5, and may inspect and review evidence under subsection 5.5.5. The written notice will inform the parties of any provision in the district's code of conduct that prohibits knowingly making false statements or knowingly submitting false information during the grievance process.

5.2.2. **Supplemental Notice.** If, in the course of an investigation, the district decides to investigate allegations about the complainant or respondent that are not included in the Initial Notice described above, the district will provide notice of the additional allegations to the parties whose identities are known.

5.3. **Dismissal of Formal Complaint.**

5.3.1. The district will investigate the allegations in a formal complaint.

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

5.3.2.1. Would not constitute sexual harassment as defined in subsection 2.6 even if proved;

5.3.2.2. Did not occur in the district's education program or activity; or

5.3.2.3. Did not occur against a person in the United States.

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

5.3.3.1. The complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

5.3.3.2. The respondent is no longer enrolled in or employed by the district; or

5.3.3.3. Specific circumstances prevent the district from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

5.3.4. Upon a dismissal required or permitted pursuant to subsections 5.3.2 or 5.3.3 above, the district will promptly send written notice of the dismissal and an explanation of that action simultaneously to the parties.

5.3.5. Dismissal of a formal complaint under this policy does not preclude the district from taking action under another provision of the district's code of conduct or pursuant to another district policy.

5.4. **Consolidation of Formal Complaints.** The district may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances. Where a grievance process involves more than one complainant or more than one respondent, references in this policy to the singular "party," "complainant," or "respondent" include the plural, as applicable.

5.5. **Investigation of Formal Complaint.** When investigating a formal complaint and throughout the grievance process, the district will:

5.5.1. Designate and authorize one or more persons (which need not be district employees) as investigator(s) to conduct the district's investigation of a formal complaint;

5.5.2. Ensure that the burden of proof and the burden of gathering evidence sufficient to reach a determination regarding responsibility rest on the district and not on the parties provided that the district cannot access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in the professional's or paraprofessional's capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the district obtains that party's voluntary, written consent to do so for a grievance process under this section (if a party is not an "eligible student," as defined in 34 CFR 99.3, then the district will obtain the voluntary, written consent of a "parent," as defined in 34 CFR 99.3);

5.5.3. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence;

5.5.4. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence;

5.5.5. Provide the parties with the same opportunities to have others present during any grievance proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney, and not limit the choice or presence of advisor for either the complainant or respondent in any meeting or grievance proceeding; however, the district may

establish restrictions regarding the extent to which the advisor may participate in the proceedings, as long as the restrictions apply equally to both parties;

5.5.6. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all hearings, investigative interviews, or other meetings, with sufficient time for the party to prepare to participate;

5.5.7. Provide both parties an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in a formal complaint, including the evidence upon which the district does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence whether obtained from a party or other source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation. Prior to completion of the investigative report, the district will send to each party and the party's advisor, if any, the evidence subject to inspection and review in an electronic format or a hard copy, and the parties will have at least 10 calendar days to submit a written response, which the investigator will consider prior to completion of the investigative report; and

5.5.8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 calendar days prior to the time of determination regarding responsibility, send to each party and the party's advisor, if any, the investigative report in an electronic format or a hard copy, for their review and written response.

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

5.7. **Determination Regarding Responsibility**

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

5.7.2. **Written Determination.** The decision-maker(s) will issue a written determination regarding responsibility. To reach this determination, the decision-maker(s) will apply the preponderance of the evidence standard. The written determination will include:

5.7.2.1. Identification of the allegations potentially constituting sexual harassment as defined in subsection 2.6;

5.7.2.2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held;

5.7.2.3. Findings of fact supporting the determination;

5.7.2.4. Conclusions regarding the application of the district's code of conduct to the facts;

5.7.2.5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the district's education program or activity will be provided by the district to the complainant; and

5.7.2.6. The district's procedures and permissible bases for the complainant and respondent to appeal.

5.7.3. The district will provide the written determination to the parties simultaneously. The determination regarding responsibility becomes final either on the date that the district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

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

5.8. **Appeals**. The district will offer both parties the opportunity to appeal from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, on the grounds identified below.

5.8.1. **Time for Appeal.** Appeals may only be initiated by submitting a written Notice of Appeal to the Office of the Superintendent of Schools within ten (10) calendar days of the date of the respective written determination of responsibility or dismissal from which the appeal is taken. The Notice of Appeal must include (a) the name of the party or parties making the

appeal, (b) the determination, dismissal, or portion thereof being appealed, and (c) a concise statement of the specific grounds (from subsection 5.8.2 below) upon which the appeal is based. A party's failure to timely submit a Notice of Appeal will be deemed a waiver of the party's right to appeal under this policy, 34 C.F.R. part, 106, and Title IX.

5.8.2. **Grounds for Appeal.** Appeals from a determination regarding responsibility, and from the district's dismissal of a formal complaint or any allegations therein, are limited to the following grounds:

5.8.2.1. Procedural irregularity that affected the outcome of the matter;

5.8.2.2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and

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

5.8.3. As to all appeals, the district will:

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

5.8.3.2. Ensure that the decision-maker(s) for the appeal is not the same person as the decision-maker(s) that reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator;

5.8.3.3. Ensure that the decision-maker(s) for the appeal complies with the standards set forth in subsections 5.1.3–5.1.4.

5.8.3.4. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome;

5.8.3.5. Issue a written decision describing the result of the appeal and the rationale for the result; and

5.8.3.6. Provide the written decision simultaneously to both parties.

5.9. **Informal Resolution.** The district will not require as a condition of enrollment or continuing enrollment, or employment or continuing employment, or enjoyment of any other right, waiver of the right to an investigation and adjudication of formal complaints of sexual harassment consistent with this section. Similarly, the district will not require the parties to participate in an informal resolution process under this section and may not offer an informal resolution process unless a formal complaint is filed. However, at any

time prior to reaching a determination regarding responsibility the district may facilitate an informal resolution process, such as mediation, that does not involve a full investigation and adjudication, provided that the district:

5.9.1. Provides to the parties a written notice disclosing:

5.9.1.1. The allegations;

5.9.1.2. The requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations;

5.9.1.3. That at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint; and

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

5.9.2. Obtains the parties' voluntary, written consent to the informal resolution process; and

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

5.10. **Recordkeeping**.

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

5.10.1.1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the district's education program or activity;

5.10.1.2. Any appeal and the result therefrom;

5.10.1.3. Any informal resolution and the result therefrom; and

5.10.1.4. All materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process. The district will make these training materials publicly available on its website, or if the district does not maintain a website then the district will make these materials available upon request for inspection by members of the public.

5.10.2. For each response required under section 4, the district will create, and maintain for a period of seven years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the district will document the basis for its conclusion that its response was not deliberately indifferent, and document that it has taken measures designed to restore or preserve equal access to the district's education program or activity. If the district does not provide a complainant with supportive measures, then the district will document the reasons why such a response was not clearly unreasonable in light of the known circumstances. The documentation of certain bases or measures does not limit the district in the future from providing additional explanations or detailing additional measures taken.

6. **Superintendent Authorized to Contract.** The board authorizes the Superintendent to contract for, designate, and appoint individuals to serve in the roles of the district's investigator(s), decision-maker(s), informal resolution facilitator(s), or appellate decision-maker(s) as contemplated by this policy.

7. **Access to Classes and Schools**.

7.1. **General Standard.** Except as provided in this section or otherwise in 34 C.F.R. part 106, the district will not provide or otherwise carry out any of its education programs or activities separately on the basis of sex, or require or refuse participation therein by any of its students on the basis of sex.

7.1.1. **Contact sports in physical education classes.** This section does not prohibit separation of students by sex within physical education classes or activities during participation in wrestling, boxing, rugby, ice hockey, football, basketball, and other sports the purpose or major activity of which involves bodily contact.

7.1.2. **Ability grouping in physical education classes.** This section does not prohibit grouping of students in physical education classes and activities by ability as assessed by objective standards of individual performance developed and applied without regard to sex.

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

7.1.4. **Choruses.** The district may make requirements based on vocal range or quality that may result in a chorus or choruses of one or predominantly one sex.

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

8. **Athletics.** It is the policy of the district that no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, be treated differently from another person or otherwise be discriminated against in any interscholastic, club, or intramural athletics offered by the district, and that the district will not provide any such athletics separately on such basis.

    8.1. **Separate Teams.** Notwithstanding the foregoing paragraph, the district may operate or sponsor separate teams for members of each sex where selection for such teams is based upon competitive skill or the activity involved is a contact sport.

    8.2. **Equal opportunity.** The district will provide equal athletic opportunity for members of both sexes. Unequal aggregate expenditures for members of each sex or unequal expenditures for male and female teams will not constitute noncompliance with this section.

9. **Certain Different Treatment on the Basis of Sex Permitted.** Nothing herein shall be construed to prohibit the district from treating persons differently on the basis of sex as permitted by Title IX or 34 C.F.R. part 106. For example, and without limiting the foregoing, the district may provide separate toilet, locker room, and shower facilities on the basis of sex, but such facilities provided for students of one sex shall be comparable to such facilities provided for students of the other sex.

10. **Retaliation Prohibited.** Neither the district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, 34 C.F.R. part 106, or this policy, or because the individual has made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. The district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the FERPA statute, 20 U.S.C. § 1232g, or FERPA regulations, 34 C.F.R. part 99, or as required by law, or to carry out the purposes of 34 C.F.R. part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder. Complaints alleging retaliation may be filed according to shall be addressed pursuant to Board Policy 2006 (Complaint Procedure).

    10.1. **Specific Circumstances**.

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

        10.1.2. Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a grievance proceeding under this part does not constitute retaliation prohibited under this section, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

11. **Notification of Policy.** The district will notify applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district of the existence of this policy. The requirement to not discriminate, as stated in Title IX and 34 C.F.R. part 106, in the district's education program(s) or activities extends to admission and employment, and inquiries about the application of Title IX and 34 C.F.R. part 106 to the district may be referred to the district's Title IX Coordinator, the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

12. **Publication of Policy.** The district will prominently display on its website, if any, and in each handbook that it makes available to applicants for admission and employment, students, parents or legal guardians of students, employees, and all unions or professional organizations holding collective bargaining or professional agreements with the district, the name or title, office address, electronic mail address, and telephone number of the employee or employees designated as the Title IX Coordinator(s).

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

14. **Scope of Policy.** Nothing herein shall be construed to be more demanding or more constraining upon the district than the requirements of Title IX (20 U.S.C. § 1681) and 34 C.F.R. part 106. To the extent that the district is in compliance with Title IX and 34 C.F.R. part 106, then all of the district's obligations under this policy shall be deemed to be fulfilled and discharged.

Bill Review Schedule for 2023

January 9
Samantha
Mary

February 13
Robin
Carrie

March 13
Liz
Katie

April 10
Mary
Robin

May 8
Carrie
Liz

June 12
Samantha
Mary

July 10
Katie
Robin

August 14
Samantha
Liz

September 11
Robin
Carrie

October 9
Liz
Katie

November 13
Mary
Samantha

December 11
Carrie
Katie