

Board of Education Regular Meeting  
Monday, July 11, 2022 7:30 PM  
Saline County School District 76-0068  
501 Main Street  
Friend, NE 68359-0067

### **Board of Education Goals**

- **Allocate resources to effectively and efficiently meet the educational needs of the district.**
- **Ensure vertically and horizontally aligned curriculum.**
- **Implement a district instructional program based on current research and best practice.**
- **Provide facilities that maximize student learning opportunities.**

1. Call to Order and Roll Call
2. Notice of Open Meeting Act - Posted
3. Motion to excuse absent board members
4. Pledge of Allegiance
5. Approval of the agenda
6. Consent Agenda

6.1. Hold for discussion and for possible action approval of the following items:

- 6.1.1. Minutes of prior meeting(s)
- 6.1.2. Treasurer's report
- 6.1.3. Receipts
- 6.1.4. Expenditures
- 6.1.5. Claims for payment

7. Public Forum
  - 7.1. Future Coop Presentation by coach delegates

8. Reports

8.1. Committee:

8.1.1. Negotiations Committee

8.1.2. Policy Committee

8.2. Administration

8.2.1. Principal's Report

8.2.2. Superintendent

9. Discussion Items

9.1. Stutzman Excavation bill and future Troyer Concrete bill.

10. Action Items

10.1. Approve and Update Policies

10.2. Approval to add Policy 1011

10.3. Approval of Classified wage for 2022-23 School Year.

10.4. Approval of Handbooks for 2022-23 School Year.

10.5. Consideration and possible action to Review and Update Parental Involvement and Student Fee Policies.

10.6. Set Meal Prices for the 2022-23 School Year

10.7. Approval to increase maximum payment for playground drainage project.

11. Adjournment

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM

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**(Agenda items only)** Public comment time is the time to request to speak to items listed on this agenda. The public forum is available for interested parties that are not part of any formal presentation regarding a specific agenda item. Patrons wishing to address the board need to

request to be recognized by the Board President or Chair of the meeting prior to the beginning of the meeting.

**(Non agenda item)** this is the time to request to speak to any nonagenda topic concerning the school district. Since it is not an agenda item, the board cannot discuss or take action at this time. The BOE may choose to place the item on a future agenda for consideration &/or action.

Time Limit: The Board President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers (generally five minutes) and for the duration of public forum sessions.

Personnel or Student Topic: Patrons wishing to address the board regarding a personnel or student issue need to understand that Board policies require that such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions or comments directed toward or about individual staff members and/or students. Patrons are cautioned that slanderous comments are not protected just because they are made at Board meeting.

General Rules: Please remember that this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

This agenda contains a list of subjects known at the time of its distribution. A copy of the agenda reflecting any changes will be available for public inspection during normal business hours in the office of the Superintendent. Except for the items of an emergency nature, the agenda will not be enlarged later than 24 hours before the scheduled start of the meeting.

**Board of Education Regular Meeting**

Saline County School District 76-0068

501 Main Street

Friend, NE 68359-0067

Monday, June 6, 2022 7:30 PM

Tyler Bartels: Present  
Tiffany Shonerd: Present  
Scott Spohn: Present  
Jamie Tuttle: Present  
Nancy Vossler: Present  
Megan Weber: Present

1. Call to Order and Roll Call
2. Notice of Open Meeting Act - Posted
3. Motion to excuse absent board members
4. Pledge of Allegiance
5. Approval of the agenda

Motion to approve agenda as presented Passed with a motion by Scott Spohn and a second by Nancy Vossler.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea  
Yea: 6, Nay: 0

6. Consent Agenda

Approve consent agenda as presented, Passed with a motion by Scott Spohn and a second by Megan Weber.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler: Yea, Megan Weber: Yea  
Yea: 6, Nay: 0

6.1. Hold for discussion and for possible action approval of the following items:

6.1.1. Minutes of prior meeting(s)

6.1.2. Treasurer's report

6.1.3. Receipts

6.1.4. Expenditures

#### 6.1.5. Claims for payment

#### 6.1.6. School Credit Card Approval

### 7. Public Comment

#### 7.1. Amy Hottovy - Bulldog Boutique

## 8. Reports

### 8.1. Committee:

#### 8.1.1. Activities

Committee met May 16 with Exeter-Milligan cohorts, and sub-committees of coaches and administrators also met on May 13. The sports co-op for the 22-23 school year will remain as it is this year. Discussed conference affiliation. Coaches will report to both boards in July. Next joint meeting will be at 7:30 pm July 26 in Exeter.

#### 8.1.2. Policy

Committee met June 1. Reviewed 8200-series Policies.

#### 8.1.3. Building and Grounds

Committee met June 6, Concrete work, tree treatment, and waterproofing were discussed. Playground drainage project is underway.

### 8.2. Administration

#### 8.2.1. Principal's Report

Mrs. Stutzman presented on testing results for the past year.

#### 8.2.2. Superintendent

Mr. Anderson presented on our NSCAS test scores. He also recapped the summer construction and remodeling projects.

## 9. Discussion Items

## 10. Action Items

### 10.1. Approval of interlocal agreement with ESU 18 for possible deaf or hard of hearing services.

Approve interlocal agreement with ESU18 to provide for possible deaf or hard of hearing services. Passed with a motion by Scott Spohn and a second by Nancy Vossler.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler:  
Yea, Megan Weber: Yea  
Yea: 6, Nay: 0

#### 10.2. Consideration and Possible Action to change policy 8231.

Move to change BOE Policy 8231 Part C to increase the allowable employee recognition awards from \$50 to \$100 Passed with a motion by Scott Spohn and a second by Tiffany Shonerd.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler:  
Yea, Megan Weber: Yea  
Yea: 6, Nay: 0

#### 11. School Board Facility Walkthrough

#### 12. Adjournment

Motion to adjourn at 9:05pm. Next meeting will be held Monday, July 11, 2022, at 7:30 pm  
Passed with a motion by Tyler Bartels and a second by Megan Weber.

Tyler Bartels: Yea, Tiffany Shonerd: Yea, Scott Spohn: Yea, Jamie Tuttle: Yea, Nancy Vossler:  
Yea, Megan Weber: Yea  
Yea: 6, Nay: 0

#### Posted Locations:

- Friend Sentinel (published)
- Post Office - Friend
- Citizens State Bank - Friend
- First Bank Utica - Friend
- Qwik6 Convenience Store

Posted Date: 5/25/2022

Nancy J Vossler  
Friend, Nebraska

Receipts from June 2022 Account #1925

Date	From		
<b>General Fund Checking</b>			
6/3/2022	Ben's Iron	Sale of scrap	\$163.20
6/6/2022	Seward County	Disbursement	\$40,528.75
6/8/2022	Reimburse from ACT Fund	VISA purchase	\$5,142.57
6/8/2022	DOEP Treas 310	REAP Grant	\$2,400.00
6/8/2022	State of Nebraska	IDEA Grant	\$20,163.00
6/22/2022	State of Nebraska	SPED Reimbursement	\$29,890.00
6/30/2022	State of Nebraska	State Aid	\$3,980.00
6/30/2022	Interest Paid		\$0.29
		Total	<u>\$102,267.81</u>

Special Building Fund Checking Account #2065

6/7/2022	Trsf Savings to Checking		\$54,850.00
6/30/2022	Interest Paid		\$0.27
		Total	<u>\$54,850.27</u>

General Fund Savings Account #9889 CSB

6/13/2022	Saline County	Disbursement	\$449,366.92
6/15/2022	Trsf Ckg to Savings		\$15,000.00
6/23/2022	Trsf Ckg to Savings		\$30,000.00
6/30/2022	Interest Paid		\$641.77
		Total	<u>\$495,008.69</u>

Depreciation Fund Savings Account #9915

6/13/2022	Citizen's State Bank	Scoreboard donation	7,500.00
6/30/2022	Interest Paid		99.28
		Total	<u>\$7,599.28</u>

Special Building Fund Savings Account #9902 CSB

6/6/2022	Seward County	Disbursement	\$1,068.97
6/6/2022	Trsf Ckg to Savings		\$1.87
6/13/2022	Saline County	Disbursement	\$11,742.05
6/30/2022	Interest Paid		\$242.66
		Total	<u>\$ 13,055.55</u>

Bond Fund Savings Account #5055 CSB

6/6/2022	Seward County	Disbursement	\$5,923.44
6/13/2022	Saline County	Disbursement	\$ 65,084.24
6/14/2022	UBT	Fee refund	\$ 10.38
6/30/2022	Interest Paid		\$ 54.67
		Total	<u>\$ 71,072.73</u>

# Friend Public School

## Account Summary Report

## REVENUES

Cycle: FY21-22; Begin Date: 06/01/2022; End Date: 06/30/2022; Account Type: Revenue; Created On: 7/5/2022 11:14:12 AM

Account Code	Description	Actual - JUNE	Budget (YTD)	Actual (YTD)	% of Budget
<b>GENERAL FUND</b>					
01-1-01100-000-000	LOCAL - RE & PP TAXES LEVIED	(\$470,656.45)	(\$3,350,000.00)	(\$3,234,347.00)	96.54
01-1-01115-000-000	LOCAL - CARLINE TAXES	\$0.00	(\$6,500.00)	(\$2,117.73)	32.58
01-1-01125-000-000	LOCAL - MOTOR VEHICLE TAXES	(\$13,266.80)	(\$198,000.00)	(\$156,656.55)	79.11
01-1-01140-000-000	LOCAL - PENALTIES & INTEREST ON TAXES LEVIED BY DISTRICT	(\$234.57)	(\$8,000.00)	(\$4,891.85)	61.14
01-1-01510-000-000	LOCAL - INTEREST ON INVESTMENTS	(\$643.27)	(\$10,000.00)	(\$4,983.70)	49.83
01-1-01925-000-000	LOCAL - Categ Grants - Non-Govt Source	\$0.00	\$0.00	(\$419.00)	0.00
01-1-02110-000-000	INTERMEDIATE - COUNTY FINES AND LICENSE FEES	(\$867.69)	(\$9,000.00)	(\$9,613.39)	106.81
01-1-02210-000-000	INTERMEDIATE - ESU RECEIPTS	\$0.00	(\$500.00)	(\$1,483.89)	296.77
01-1-03110-000-000	STATE - STATE AID	(\$3,980.00)	(\$39,782.00)	(\$39,782.00)	100.00
01-1-03120-000-000	STATE - SPED (SCHOOL AGE)	(\$29,890.00)	(\$215,000.00)	(\$180,611.00)	84.00
01-1-03130-000-000	STATE - HOMESTEAD EXEMPTION	(\$4,870.16)	\$0.00	(\$19,480.64)	0.00
01-1-03131-000-000	STATE - PROPERTY TAX CREDIT	\$0.00	\$0.00	(\$272,911.12)	0.00
01-1-03180-000-000	STATE - PRO-RATE MOTOR VEHICLE	\$0.00	(\$7,000.00)	(\$7,058.61)	100.83
01-1-03400-000-000	STATE - STATE APPORTIONMENT	\$0.00	(\$30,000.00)	(\$28,840.23)	96.13
01-1-03535-000-000	STATE - PAYMENTS FOR HIGH ABILITY LEARNERS	\$0.00	(\$3,600.00)	(\$3,507.00)	97.41
01-1-04105-000-000	FEDERAL - UNIVERSAL SERVICES FUND (E-RATE)	\$0.00	\$0.00	(\$4,067.04)	0.00
01-1-04310-000-000	FEDERAL - REAP	(\$2,400.00)	\$0.00	(\$17,035.00)	0.00
01-1-04505-000-000	FEDERAL - TITLE I, PART A ESSA	\$0.00	(\$40,000.00)	(\$37,465.00)	93.66
01-1-04516-000-000	FEDERAL - IDEA PRESCHOOL (619)	\$0.00	(\$3,400.00)	(\$3,458.00)	101.70
01-1-04518-000-000	FEDERAL - IDEA BASE - EP	(\$20,163.00)	(\$66,507.00)	(\$61,076.00)	91.83
01-1-04708-000-000	FEDERAL - MEDICAID IN PUBLIC SCHOOLS (MIPS)	\$0.00	(\$3,000.00)	(\$4,698.64)	156.62
01-1-04709-000-000	FEDERAL - MEDICAID ADMIN ACTIVITIES (MAAPS)	\$0.00	(\$3,000.00)	(\$2,430.21)	81.00
01-1-04997-000-000	FEDERAL - ESSER II	\$0.00	(\$77,439.00)	\$0.00	0.00
01-1-04998-000-000	FEDERAL - ESSER III	\$0.00	(\$211,573.00)	(\$31,673.00)	14.97
01-1-05300-000-000	OTHER FINANCING - PROCEEDS- DISPOSAL OF REAL OR PP	\$0.00	(\$200.00)	\$0.00	0.00
01-1-05301-000-000	OTHER FINANCING - INSURANCE ADJUSTMENTS	\$0.00	\$0.00	(\$750.00)	0.00
01-1-05690-000-000	OTHER FINANCING - OTHER NON-REVENUE RECEIPTS	(\$163.20)	(\$1,500.00)	(\$289.56)	19.30
01-1-09005-903-000	NON-PROGRAM RECEIPTS - Interfund Loan from Nutrition Fund	(\$464.92)	\$0.00	(\$18,328.72)	0.00
01-1-09006-902-000	NON-PROGRAM RECEIPTS - Interfund Loan from Activity Fund	(\$5,142.57)	\$0.00	(\$8,251.89)	0.00
<b>Subtotal of Element: [Fund] 01 - GENERAL FUND</b>		<b>(\$552,742.63)</b>	<b>(\$4,284,001.00)</b>	<b>(\$4,156,226.77)</b>	<b>97%</b>
<b>DEPRECIATION FUND</b>					

02-1-01510-000-000	DEPR - INVESTMENT INCOME - Interest on Investments	(\$99.28)	(\$900.00)	(\$1,078.20)	119.80
02-1-05200-000-000	DEPR - OTHER FINANCING SOURCES - Trsf from General Fund	\$0.00	(\$200,000.00)	\$0.00	0.00
02-1-05690-000-000	DEPR - Non Revenue Receipt	(\$7,500.00)	\$0.00	(\$7,500.00)	0.00
<b>Subtotal of Element: [Fund] 02 - Depreciation Fund</b>		<b>(\$7,599.28)</b>	<b>(\$200,900.00)</b>	<b>(\$8,578.20)</b>	<b>4%</b>
<b>SCHOOL NUTRITION FUND</b>					
06-1-01510-000-000	SN - Interest	(\$0.44)	\$0.00	(\$2.19)	0.00
06-1-01611-000-000	SN - DAILY SALES - SCHOOL LUNCH PROGRAM	\$0.00	(\$6,150.00)	(\$24,637.34)	400.60
06-1-01620-000-000	SN - DAILY SALES - STAFF	\$0.00	(\$4,000.00)	(\$2,604.65)	65.11
06-1-01990-000-000	SN - VENDING SALES	\$0.00	\$0.00	(\$154.55)	0.00
06-1-03150-000-000	SN - REVENUE FROM STATE REIMBURSEMENT	(\$12,611.81)	\$0.00	(\$145,148.36)	0.00
06-1-04210-000-000	SN - Federal Reimbursement	\$0.00	(\$152,000.00)	(\$8,893.35)	5.85
<b>Subtotal of Element: [Fund] 06 - Lunch Fund</b>		<b>(\$12,612.25)</b>	<b>(\$162,150.00)</b>	<b>(\$181,440.44)</b>	<b>112%</b>
<b>BOND FUND</b>					
07-1-01100-000-000	BF - LOCAL - RE & PP TAXES LEVIED	(\$70,246.03)	(\$500,000.00)	(\$478,163.11)	95.63
07-1-01115-000-000	BF - LOCAL - CARLINE TAXES	\$0.00	(\$1,200.00)	(\$313.29)	26.10
07-1-01140-000-000	BF - LOCAL - Penalties & Interest on Taxes	(\$34.75)	(\$2,500.00)	(\$710.54)	28.42
07-1-01510-000-000	BF - LOCAL - INTEREST ON INVESTMENTS	(\$65.05)	(\$600.00)	(\$426.13)	71.02
07-1-03130-000-000	BF - STATE - HOMESTEAD EXEMPTION	(\$726.90)	\$0.00	(\$2,907.60)	0.00
07-1-03131-000-000	BF - STATE - PROPERTY TAX CREDIT	\$0.00	\$0.00	(\$40,732.84)	0.00
07-1-03180-000-000	BF - STATE - PRO-RATE MOTOR VEHICLE	\$0.00	(\$1,000.00)	(\$1,040.24)	104.02
07-1-05101-000-000	BF - OTHER FINAN SOURCES - ISSUANCE OF BONDS - (Refunding	\$0.00	\$0.00	(\$4,775,000.00)	0.00
<b>Subtotal of Element: [Fund] 07 - Bond Fund</b>		<b>(\$71,072.73)</b>	<b>(\$505,300.00)</b>	<b>(\$5,299,293.75)</b>	<b>1049%</b>
					*due to refinancing
<b>SPECIAL BUILDING FUND</b>					
08-1-01100-000-000	SB - LOCAL - RE & PP TAXES LEVIED	(\$12,674.31)	(\$90,235.00)	(\$73,680.63)	81.65
08-1-01115-000-000	SB - LOCAL - CARLINE TAXES	\$0.00	(\$70.00)	(\$48.82)	69.74
08-1-01140-000-000	SB - LOCAL - Penalties & Interest on Taxes	(\$5.54)	\$0.00	(\$73.05)	0.00
08-1-01510-000-000	SB - LOCAL - Interest Income	(\$242.93)	(\$3,500.00)	(\$2,900.88)	82.88
08-1-03130-000-000	SB - STATE - HOMESTEAD EXEMPTION	(\$131.17)	\$0.00	(\$524.68)	0.00
08-1-03131-000-000	SB - STATE - PROPERTY TAX CREDIT	\$0.00	\$0.00	(\$7,350.88)	0.00
08-1-03134-000-000	SB - STATE - Public Service & RR Tax Credit	\$0.00	(\$250.00)	\$0.00	0.00
08-1-03180-000-000	SB - STATE - PRO-RATE MOTOR VEHICLE	\$0.00	(\$100.00)	(\$147.89)	147.89
<b>Subtotal of Element: [Fund] 08 - Special Building Fund</b>		<b>(\$13,053.95)</b>	<b>(\$94,155.00)</b>	<b>(\$84,726.83)</b>	<b>90%</b>

# Friend Public School

## Account Summary Report

## EXPENDITURES

Cycle: FY21-22; Begin Date: 06/01/2022; End Date: 06/30/2022; Account Type: Expenditure; Created On: 7/5/2022 11:18:34 AM

Account Code	Description	Actual - JUNE	Budget (YTD)	Actual (YTD)	% of Budget
<b>General Fund</b>					
01-2-01100-111-001-00	REG INST - Salaries - Teachers - Sec	\$50,573.61	\$606,885.00	\$505,736.10	83.33
01-2-01100-111-002-00	REG INST - Salaries - Teachers - Elem	\$36,533.81	\$438,405.00	\$357,785.75	81.61
01-2-01100-112-001-00	REG INST - Salaries - Paras and Assistants - Sec	\$24.57	\$11,150.00	\$6,242.31	55.98
01-2-01100-112-002-00	REG INST - Salaries - Paras and Assistants - Elem	\$227.93	\$54,338.00	\$50,924.38	93.71
01-2-01100-122-001-00	REG INST - Salaries - Substitute Paras - Sec	\$0.00	\$0.00	\$798.21	0.00
01-2-01100-122-002-00	REG INST - Salaries - Substitute Paras - Elem	\$0.00	\$3,000.00	\$3,376.18	112.53
01-2-01100-123-001-00	REG INST - Salaries - Substitute Teachers - Sec	\$0.00	\$25,000.00	\$20,127.58	80.51
01-2-01100-123-002-00	REG INST - Salaries - Substitute Teachers - Elem	\$0.00	\$25,000.00	\$20,872.72	83.49
01-2-01100-151-001-00	REG INST - Addl Comp - Teachers - Extra Duty, Class Coverage -	\$8,875.50	\$108,000.00	\$91,495.00	84.71
01-2-01100-151-002-00	REG INST - Addl Comp - Teachers - Extra Duty, Class Coverage -	\$30.50	\$600.00	\$1,065.00	177.50
01-2-01100-152-001-00	REG INST - Addl Comp - NonCert Coaches - Extra Duty Pay - Sec	\$0.00	\$13,175.00	\$13,176.00	100.00
01-2-01100-211-001-00	REG INST - Group Insurance - BCBS - Teachers - Sec	\$14,792.70	\$170,900.00	\$162,719.70	95.21
01-2-01100-211-001-01	REG INST - Group Insurance - LTD - Teachers - Sec	\$224.37	\$2,600.00	\$2,600.37	100.01
01-2-01100-211-002-00	REG INST - Group Insurance - BCBS - Teachers - Elem	\$10,446.47	\$144,650.00	\$114,911.17	79.44
01-2-01100-211-002-01	REG INST - Group Insurance - LTD - Teachers - Elem	\$171.70	\$1,800.00	\$1,989.70	110.53
01-2-01100-212-001-01	REG INST - Group Insurance - LTD - Paras - Sec	\$6.32	\$0.00	\$73.19	0.00
01-2-01100-212-002-01	REG INST - Group Insurance - LTD - Paras - Elem	\$12.24	\$193.00	\$141.84	73.49
01-2-01100-221-001-00	REG INST - Social Security - Teachers - Sec	\$4,454.74	\$54,700.00	\$44,787.45	81.87
01-2-01100-221-002-00	REG INST - Social Security - Teachers - Elem	\$2,612.19	\$33,500.00	\$25,799.72	77.01
01-2-01100-222-001-00	REG INST - Social Security - Paras and Assistants - Sec	\$2.37	\$850.00	\$1,478.01	173.88
01-2-01100-222-002-00	REG INST - Social Security - Paras and Assistants - Elem	\$18.38	\$4,400.00	\$4,061.91	92.31
01-2-01100-223-001-00	REG INST - Social Security - Substitute Teachers - Sec	\$0.00	\$1,920.00	\$1,539.79	80.19
01-2-01100-223-002-00	REG INST - Social Security - Substitute Teachers - Elem	\$0.00	\$1,920.00	\$1,596.74	83.16
01-2-01100-231-001-00	REG INST - Retirement - Teachers - Sec	\$4,413.18	\$70,615.00	\$44,335.44	62.78
01-2-01100-231-002-00	REG INST - Retirement - Teachers - Elem	\$2,714.36	\$43,300.00	\$26,639.20	61.52
01-2-01100-232-001-00	REG INST - Retirement - Paras and Assistants - Sec	\$1.82	\$1,100.00	\$707.93	64.35
01-2-01100-232-002-00	REG INST - Retirement - Paras and Assistants - Elem	\$16.93	\$5,300.00	\$3,780.37	71.32
01-2-01100-233-002-00	REG INST - Retirement - Substitute Teachers - Elem	\$0.00	\$0.00	\$111.48	0.00
01-2-01100-237-001-00	REG INST - Retirement Increase - Sec	\$1,459.68	\$0.00	\$14,892.08	0.00
01-2-01100-237-002-00	REG INST - Retirement Increase - Elem	\$902.98	\$0.00	\$10,093.93	0.00
01-2-01100-271-001-00	REG INST - Workers Comp - Teachers - Sec	\$0.00	\$2,246.00	\$2,246.00	100.00
01-2-01100-271-002-00	REG INST - Workers Comp - Teachers - Elem	\$0.00	\$1,164.00	\$1,164.00	100.00
01-2-01100-272-002-00	REG INST - Workers Comp - Paras and Assistants - Elem	\$0.00	\$76.00	\$233.00	306.57

01-2-01100-281-001-00	REG INST - Health Benefits HSAs-- Teachers - Sec	\$0.00	\$0.00	\$9,487.66	0.00
01-2-01100-281-002-00	REG INST - Health Benefits HSAs-- Teachers - Elem	\$0.00	\$0.00	\$13,255.33	0.00
01-2-01100-291-001-00	REG INST - Other Employee Benefits - Teachers - Sec	\$69.00	\$500.00	\$695.50	139.10
01-2-01100-291-002-00	REG INST - Other Employee Benefits - Teachers - Elem	\$69.00	\$1,200.00	\$695.50	57.95
01-2-01100-320-002-00	REG INST - Prof Educ Services - Elem	\$0.00	\$0.00	\$2,000.00	0.00
01-2-01100-330-001-00	REG INST - Employee Training - Sec	\$0.00	\$5,000.00	\$1,634.16	32.68
01-2-01100-330-002-00	REG INST - Employee Training - Elem	\$0.00	\$5,000.00	\$1,346.16	26.92
01-2-01100-333-001-00	REG INST - Mileage Paid to Staff - Sec	\$0.00	\$1,500.00	\$0.00	0.00
01-2-01100-382-001-SP	REG INST - Distance Ed - Spanish	\$125.00	\$8,000.00	\$7,325.00	91.56
01-2-01100-430-001-MU	REG INST - Repairs to Instruments - Sec	\$0.00	\$2,500.00	\$205.00	8.20
01-2-01100-431-001-MU	REG INST - Repairs to Musical Instruments	\$0.00	\$0.00	\$11.00	0.00
01-2-01100-443-001-00	REG INST - Lease/Usage - Copier - Sec	\$566.00	\$7,500.00	\$4,477.24	59.69
01-2-01100-443-002-00	REG INST - Lease/Usage - Copier - Elem	\$1,241.52	\$7,500.00	\$6,496.70	86.62
01-2-01100-580-001-00	REG INST - Travel - Sec	\$171.50	\$500.00	\$1,480.96	296.19
01-2-01100-580-002-00	REG INST - Travel - Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-610-001-00	REG INST - Teaching Supplies - Sec	\$0.00	\$62,632.00	\$1,091.94	1.74
01-2-01100-610-001-AG	REG INST - Supplies - Agri	\$72.87	\$2,500.00	\$857.82	34.31
01-2-01100-610-001-AR	REG INST - Supplies - Art - Sec	\$0.00	\$1,000.00	\$450.82	45.08
01-2-01100-610-001-FC	REG INST - Supplies - FACS	\$41.91	\$1,500.00	\$1,279.64	85.30
01-2-01100-610-001-LA	REG INST - Supplies - Lang Arts - Sec	\$0.00	\$1,000.00	\$750.62	75.06
01-2-01100-610-001-MA	REG INST - Supplies - Math - Sec	\$0.00	\$1,000.00	\$309.86	30.98
01-2-01100-610-001-MU	REG INST - Supplies - Music - Sec	(\$1,121.91)	\$2,000.00	\$5,894.36	294.71
01-2-01100-610-001-PE	REG INST - Supplies - PE/Health - Sec	\$182.63	\$1,000.00	\$202.53	20.25
01-2-01100-610-001-SC	REG INST - Supplies - Science - Sec	\$0.00	\$1,000.00	\$2,074.10	207.41
01-2-01100-610-001-SH	REG INST - Supplies - Shop	\$56.94	\$3,000.00	\$3,452.85	115.09
01-2-01100-610-001-SP	REG INST - Supplies - Spanish	\$0.00	\$0.00	\$8.99	0.00
01-2-01100-610-001-SS	REG INST - Supplies - Social Studies - Sec	\$0.00	\$1,000.00	\$19.99	1.99
01-2-01100-610-001-TE	REG INST - Supplies - Tech Classes - Sec	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-610-002-00	REG INST - Supplies - Elem	\$0.00	\$47,132.00	\$1,438.38	3.05
01-2-01100-610-002-AR	REG INST - Supplies - Art - Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-610-002-LA	REG INST - Supplies - Lang Arts - Elem	\$158.76	\$2,000.00	\$439.12	21.95
01-2-01100-610-002-MA	REG INST - Supplies - Math - Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01100-610-002-MU	REG INST - Supplies - Music - Elem	\$0.00	\$1,000.00	\$700.83	70.08
01-2-01100-610-002-PE	REG INST - Supplies - PE/Health - Elem	\$0.00	\$1,000.00	\$188.20	18.82
01-2-01100-610-002-SC	REG INST - Supplies - Science - Elem	\$0.00	\$500.00	\$747.01	149.40
01-2-01100-610-002-SS	REG INST - Supplies - Social Studies - Elem	\$0.00	\$200.00	\$0.00	0.00
01-2-01100-640-001-AG	REG INST - Books and Periodicals - Agri	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-640-001-FC	REG INST - Books and Periodicals - FACS	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-640-001-LA	REG INST - Books and Periodicals - Lang Arts - Sec	\$0.00	\$2,000.00	\$312.95	15.64
01-2-01100-640-001-MA	REG INST - Books and Periodicals - Math - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-640-001-PE	REG INST - Books and Periodicals - PE/Health - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-640-001-SC	REG INST - Books and Periodicals - Science - Sec	\$0.00	\$2,000.00	\$874.22	43.71
01-2-01100-640-001-SS	REG INST - Books and Periodicals - Social Studies - Sec	\$0.00	\$2,000.00	\$0.00	0.00

01-2-01100-640-002-LA	REG INST - Books and Periodicals - Lang Arts - Elem	\$0.00	\$20,000.00	\$91.14	0.45
01-2-01100-640-002-MA	REG INST - Books and Periodicals - Math - Elem	\$0.00	\$8,000.00	\$480.68	6.00
01-2-01100-640-002-MU	REG INST - Books and Periodicals - Music - Elem	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-640-002-SC	REG INST - Books and Periodicals - Science - Elem	\$0.00	\$3,000.00	\$293.11	9.77
01-2-01100-643-001-00	REG INST - Web/Cloud Based Software - Sec	\$0.00	\$5,000.00	\$198.00	3.96
01-2-01100-643-002-00	REG INST - Web/Cloud Based Software - Elem	\$4,260.78	\$5,000.00	\$6,241.77	124.83
01-2-01100-650-001-00	REG INST - Supplies - Tech Related - Sec	\$0.00	\$2,000.00	\$15.98	0.79
01-2-01100-650-001-MU	REG INST - Tech Supplies - Music - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-SH	REG INST - Tech Supplies - Shop	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-SS	REG INST - Software/Tech - Social Studies - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-650-001-TE	REG INST - Tech Supplies - Tech Class - Sec	\$0.00	\$1,500.00	\$995.00	66.33
01-2-01100-650-002-00	REG INST - Supplies - Tech Related - Elem	\$0.00	\$500.00	\$1,189.42	237.88
01-2-01100-734-001-00	REG INST - Tech-Related Hardware - Sec	\$0.00	\$6,000.00	\$0.00	0.00
01-2-01100-735-001-00	REG INST - Technology Software - Sec	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01100-810-001-00	REG INST - Dues and Fees - Sec Staff	\$60.00	\$1,000.00	\$1,542.00	154.20
01-2-01100-810-001-01	REG INST - Field Trips Students - Secondary	\$0.00	\$200.00	\$0.00	0.00
01-2-01100-810-001-AG	REG INST - Dues & Fees - Agri	\$0.00	\$500.00	\$235.00	47.00
01-2-01100-810-001-MU	REG INST - Dues & Contest Fees - Music - Sec	\$223.72	\$500.00	\$701.72	140.34
01-2-01100-810-001-SS	REG INST - Dues & Fees - Social Studies - Sec	\$0.00	\$500.00	\$0.00	0.00
01-2-01100-810-002-00	REG INST - Dues & Fees - Elem	\$0.00	\$500.00	\$464.00	92.80
01-2-01100-810-002-01	REG INST - Field Trips Students - Elementary	\$0.00	\$1,000.00	\$974.02	97.40
01-2-01100-810-002-MU	REG INST - Dues & Contest Fees - Music - Elem	\$0.00	\$500.00	\$480.00	96.00
01-2-01115-565-001-00	SENCAP - Tuition to Postsecondary Schools	\$0.00	\$7,500.00	\$4,620.00	61.60
01-2-01190-111-002-00	EARLY - Salaries - Teachers	\$4,790.03	\$57,477.00	\$47,848.90	83.24
01-2-01190-112-002-00	EARLY - Salaries - Paras	\$83.47	\$22,302.00	\$20,567.91	92.22
01-2-01190-121-002-00	EARLY - Salaries - Subs - Teachers	\$0.00	\$1,000.00	\$292.00	29.20
01-2-01190-211-002-00	EARLY - Group Insurance - BCBS Teachers	\$1,460.76	\$20,370.00	\$16,068.36	78.88
01-2-01190-211-002-01	EARLY - Group Insurance - LTD - Teachers	\$25.03	\$353.00	\$289.99	82.15
01-2-01190-212-002-01	EARLY - Group Insurance - LTD - Paras	\$13.38	\$89.00	\$80.25	90.16
01-2-01190-221-002-00	EARLY - Social Security - Teachers	\$356.85	\$4,523.00	\$3,590.67	79.38
01-2-01190-222-002-00	EARLY - Social Security - Paras	\$7.40	\$1,706.00	\$1,579.59	92.59
01-2-01190-223-002-00	EARLY - Social Security - Subs - Teachers	\$0.00	\$75.00	\$0.00	0.00
01-2-01190-231-002-00	EARLY - Retirement - Teachers	\$355.59	\$5,840.00	\$3,552.08	60.82
01-2-01190-232-002-00	EARLY - Retirement - Paras	\$6.20	\$2,205.00	\$1,526.86	69.24
01-2-01190-237-002-00	EARLY - Retirement Increase	\$119.61	\$0.00	\$1,679.14	0.00
01-2-01190-271-002-00	EARLY - Workers Comp - Teachers	\$0.00	\$193.00	\$193.00	100.00
01-2-01190-272-002-00	EARLY - Workers Comp - Paras	\$0.00	\$66.00	\$66.00	100.00
01-2-01190-281-002-00	EARLY - Health Benefits - HSA Teachers	\$0.00	\$0.00	\$2,768.69	0.00
01-2-01190-330-002-00	EARLY - Employee Training	\$0.00	\$100.00	\$45.00	45.00
01-2-01190-610-002-00	EARLY - General Supplies	\$0.00	\$2,000.00	\$699.50	34.97
01-2-01190-643-002-00	EARLY - Web/Cloud Based Software	\$0.00	\$750.00	\$0.00	0.00
01-2-01190-650-002-00	EARLY - Supplies - Technology	\$0.00	\$100.00	\$0.00	0.00
01-2-01300-111-002-00	SUMMER - Salaries - Teachers - Elem	\$850.00	\$2,000.00	\$850.00	42.50

01-2-01300-112-002-00	SUMMER - Salaries - Paras - Elem	\$582.72	\$0.00	\$582.72	0.00
01-2-01300-221-002-00	SUMMER - Social Security - Teachers - Elem	\$64.92	\$200.00	\$64.92	32.46
01-2-01300-222-002-00	SUMMER - Social Security - Paras - Elem	\$44.29	\$0.00	\$44.29	0.00
01-2-01300-231-002-00	SUMMER - Retirement - Teachers - Elem	\$63.10	\$0.00	\$63.10	0.00
01-2-01300-232-002-00	SUMMER - Retirement - Paras - Elem	\$43.24	\$0.00	\$43.24	0.00
01-2-01300-237-002-00	SUMMER - Retirement Increase - Elem	\$35.16	\$0.00	\$35.16	0.00
	<b>Regular Education</b>	<b>\$153,595.82</b>	<b>\$2,200,000.00</b>	<b>\$1,728,759.90</b>	<b>0.79</b>
01-2-01200-111-001-00	SPED SA - Salaries - Teachers - Sec	\$4,066.26	\$55,449.00	\$40,662.60	73.33
01-2-01200-111-002-00	SPED SA - Salaries - Teachers -Elem	\$5,688.25	\$68,359.00	\$56,882.50	83.21
01-2-01200-123-001-00	SPED SA - Salaries - Subs - Teachers	\$0.00	\$750.00	\$917.80	122.37
01-2-01200-123-002-00	SPED SA - Salaries - Subs - Teachers	\$0.00	\$750.00	\$1,981.50	264.20
01-2-01200-211-001-00	SPED SA - Group Insurance - BCBS - Teachers - Sec	\$1,428.30	\$22,633.00	\$15,711.30	69.41
01-2-01200-211-001-01	SPED SA - Group Insurance LTD Teachers - Sec	\$22.95	\$324.00	\$265.95	82.08
01-2-01200-211-002-01	SPED SA - Group Insurance LTD Teachers Elem	\$19.34	\$273.00	\$224.18	82.11
01-2-01200-221-001-00	SPED SA - Social Security - Teachers - Sec	\$294.97	\$4,466.00	\$2,954.44	66.15
01-2-01200-221-002-00	SPED SA - Social Security - Teachers -Elem	\$412.94	\$5,222.00	\$4,133.79	79.16
01-2-01200-223-001-00	SPED SA - Social Security - Subs - Sec	\$0.00	\$55.00	\$70.22	127.67
01-2-01200-223-002-00	SPED SA - Social Security - Subs -Elem	\$0.00	\$55.00	\$151.56	275.56
01-2-01200-231-001-00	SPED SA - Retirement - Teachers - Sec	\$301.86	\$5,765.00	\$3,018.60	52.36
01-2-01200-231-002-00	SPED SA - Retirement - Teachers -Elem	\$422.27	\$6,742.00	\$4,222.68	62.63
01-2-01200-237-001-00	SPED SA - Retirement Increase - Sec	\$99.80	\$0.00	\$997.99	0.00
01-2-01200-237-002-00	SPED SA - Retirement Increase - Elem	\$139.61	\$0.00	\$1,396.08	0.00
01-2-01200-271-001-00	SPED SA - Workers Comp- Teachers - Sec	\$0.00	\$172.00	\$172.00	100.00
01-2-01200-271-002-00	SPED SA - Workers Comp- Teachers -Elem	\$0.00	\$201.00	\$367.00	182.58
01-2-01200-272-002-00	SPED SA - Workers Comp - Aides -Elem	\$0.00	\$0.00	\$76.00	0.00
01-2-01200-281-001-00	SPED SA - Health Benefits -HSA Teachers Sec	\$0.00	\$0.00	\$2,643.03	0.00
01-2-01200-317-001-00	SPED SA - Contracted Legal Services - Sec	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01200-330-001-00	SPED SA - Employee Training - Sec	\$0.00	\$2,000.00	\$128.68	6.43
01-2-01200-330-002-00	SPED SA - Employee Training -Elem	\$0.00	\$2,000.00	\$317.36	15.86
01-2-01200-580-001-00	SPED SA - Travel - Sec	\$0.00	\$1,000.00	\$0.00	0.00
01-2-01200-591-002-00	SPED SA - SRS fees Purch thru ESU6	\$0.00	\$2,000.00	\$0.00	0.00
01-2-01200-610-001-00	SPED SA - General Supplies - Sec	\$0.00	\$153,892.00	\$179.26	0.11
01-2-01200-610-002-00	SPED SA - General Supplies -Elem	\$0.00	\$153,892.00	\$147.58	0.09
01-2-01200-643-001-00	SPED SA - Web/Cloud Based Software - Sec	\$9.00	\$500.00	\$14.27	2.85
01-2-01200-643-002-00	SPED SA - Web/Cloud Based Software -Elem	\$0.00	\$500.00	\$800.00	160.00
01-2-01200-650-001-00	SPED SA - Supplies - Technology Related - Sec	\$0.00	\$500.00	\$30.90	6.18
01-2-01200-650-002-00	SPED SA - Supplies - Technology Related -Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-01200-734-001-00	SPED SA - Technology-Related Hardware - Sec	\$0.00	\$5,000.00	\$0.00	0.00
01-2-01200-810-001-00	SPED SA - Dues and Fees - Sec	\$115.00	\$1,000.00	\$115.00	11.50

01-2-01200-810-002-00	SPED SA - Dues and Fees -Elem	\$0.00	\$1,000.00	\$0.00	0.00
01-2-02141-591-001-00	PSYCH - Psych Eval Services Purch from ESU6 - SA - Sec	\$0.00	\$30,000.00	\$7,836.15	26.12
01-2-02141-591-001-01	PSYCH - LMHP Services Purch from ESU6 - SA - Sec	\$0.00	\$7,000.00	\$0.00	0.00
01-2-02141-591-002-00	PSYCH - Psych Eval Services Purch from ESU6 - SA - Elem	\$0.00	\$30,000.00	\$15,672.30	52.24
01-2-02141-591-002-02	PSYCH - Consultant Svs Purch from ESU6 - SA - Elem	\$0.00	\$10,000.00	\$0.00	0.00
01-2-02142-591-002-00	PSYCH - Psych Eval Svcs Purch from ESU6 - Ages 3-4	\$0.00	\$5,000.00	\$1,300.13	26.00
01-2-02151-340-001-00	SPEECH - Prof Services - Speech Therapy - SA - Sec	\$0.00	\$0.00	\$5,346.24	0.00
01-2-02151-591-001-00	SPEECH - Speech Therapy Purch From ESU6 - SA - Sec	\$0.00	\$35,000.00	\$5,242.41	14.97
01-2-02151-591-001-01	SPEECH - Deaf/HOH Therapy Purch from ESU6 - Sec	\$0.00	\$3,000.00	\$0.00	0.00
01-2-02151-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - SA - Elem	\$0.00	\$70,000.00	\$19,221.73	27.45
01-2-02151-591-002-01	SPEECH - Deaf/HOH Therapy Purch From ESU6 - SA - Elem	\$0.00	\$25,000.00	\$10,457.58	41.83
01-2-02151-591-002-02	SPEECH - Extended SY Purch From ESU6 - SA - Elem	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02151-591-002-03	SPEECH - Homebased Purch from ESU6 SA	\$0.00	\$0.00	\$6,549.58	0.00
01-2-02151-610-002-00	SPEECH - General Supplies - SA - Elem	\$0.00	\$44,500.00	\$129.37	0.29
01-2-02152-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - Age 3-5	\$0.00	\$18,000.00	\$0.00	0.00
01-2-02152-591-002-01	SPEECH - Extended SY Purch From ESU6 - Age 3-5	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02152-591-002-02	SPEECH - Homebased Therapy Purch From ESU6 - Age 3-5	\$0.00	\$10,000.00	\$3,314.76	33.14
01-2-02152-610-002-00	SPEECH - Supplies - Age 3-5	\$0.00	\$1,000.00	\$25.10	2.51
01-2-02153-591-002-00	SPEECH - Speech Therapy Purch From ESU6 - Age 0-2	\$0.00	\$8,000.00	\$2,353.03	29.41
01-2-02153-591-002-01	SPEECH - Extended SY Purch From ESU6 - Age 0-2	\$0.00	\$500.00	\$0.00	0.00
01-2-02153-591-002-02	SPEECH - Homebased Therapy Purch From ESU6 - Age 0-2	\$0.00	\$5,000.00	\$0.00	0.00
01-2-02161-591-001-00	OT - Occupational Therapy Purch from ESU6 - SA - Sec	\$0.00	\$15,000.00	\$6,736.00	44.90
01-2-02161-591-002-00	OT - Occupational Therapy Purch from ESU6 - SA - Elem	\$0.00	\$35,000.00	\$11,226.68	32.07
01-2-02162-591-002-00	OT - Occupational Therapy Purch from ESU6 - Age 3-5	\$0.00	\$7,000.00	\$0.00	0.00
01-2-02163-591-002-00	OT - Occupational Therapy Purch from ESU6 - Age 0-2	\$0.00	\$2,000.00	\$0.00	0.00
01-2-02171-340-001-00	PT - Prof Services - Physical Therapy - SA - Sec	\$91.25	\$5,000.00	\$636.50	12.73
01-2-02171-340-002-00	PT - Prof Services - Physical Therapy - SA - Elem	\$496.25	\$10,000.00	\$5,067.92	50.67
01-2-02172-340-002-00	PT - Prof Services - Physical Therapy - Age 3-5	\$182.50	\$5,000.00	\$2,830.55	56.61
01-2-02173-340-002-00	PT - Prof Services - Physical Therapy Age 0-2	\$0.00	\$2,000.00	\$401.60	20.08
01-2-02181-340-001-00	VISION - Prof Services - Vision Therapy - Sec	\$0.00	\$5,000.00	\$15.25	0.30
01-2-02181-340-002-00	VISION - Prof Services - Vision Therapy - Elem	\$233.35	\$8,000.00	\$3,095.58	38.69
01-2-02182-340-002-00	VISION - Prof Services - Vision Therapy - 3-5	\$50.20	\$0.00	\$254.01	0.00
01-2-02183-340-002-00	VISION - Prof Services - Vision Therapy - 0-2	\$0.00	\$0.00	\$76.25	0.00
	<b>Special Education</b>	<b>\$14,074.10</b>	<b>\$900,000.00</b>	<b>\$246,370.99</b>	<b>0.27</b>
01-2-02120-111-001-00	GUIDANCE - Salaries - Counselor - Secondary	\$2,997.86	\$35,973.00	\$30,138.60	83.78
01-2-02120-111-002-00	GUIDANCE - Salaries - Counselor - Elem	\$2,997.86	\$35,972.00	\$29,978.60	83.33
01-2-02120-211-001-00	GUIDANCE - Group Insurance - BCBS - Counselor- Secondary	\$623.80	\$7,485.00	\$6,861.80	91.67
01-2-02120-211-001-01	GUIDANCE - Group Insurance LTD - Counselor- Secondary	\$24.62	\$348.00	\$285.35	81.99
01-2-02120-211-002-00	GUIDANCE - Group Insurance - BCBS - Counselor- Elem	\$623.81	\$7,486.00	\$6,861.91	91.66

01-2-02120-221-001-00	GUIDANCE - Social Security - Counselor- Secondary	\$226.30	\$2,752.00	\$2,278.25	82.78
01-2-02120-221-002-00	GUIDANCE - Social Security - Counselor- Elem	\$224.46	\$2,752.00	\$2,244.90	81.57
01-2-02120-231-001-00	GUIDANCE - Retirement - Counselor- Secondary	\$222.54	\$3,553.00	\$2,237.33	62.97
01-2-02120-231-002-00	GUIDANCE - Retirement - Counselor- Elem	\$222.55	\$3,553.00	\$2,225.50	62.63
01-2-02120-237-001-00	GUIDANCE - Retirement Increase - Sec	\$73.58	\$0.00	\$739.71	0.00
01-2-02120-237-002-00	GUIDANCE - Retirement Increase - Elem	\$73.57	\$0.00	\$735.74	0.00
01-2-02120-271-001-00	GUIDANCE - Workers Comp - Counselor- Secondary	\$0.00	\$156.00	\$212.00	135.89
01-2-02120-271-002-00	GUIDANCE - Workers Comp - Counselor- Elem	\$0.00	\$156.00	\$0.00	0.00
01-2-02120-320-001-00	GUIDANCE - Student Workshops- Secondary	\$0.00	\$2,000.00	\$2,995.00	149.75
01-2-02120-320-002-00	GUIDANCE - Student Workshops- Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-02120-330-001-00	GUIDANCE - Employee Training - Secondary	\$0.00	\$750.00	\$128.68	17.15
01-2-02120-330-002-00	GUIDANCE - Employee Training - Elem	\$0.00	\$750.00	\$0.00	0.00
01-2-02120-580-001-00	GUIDANCE - Travel- Secondary	\$0.00	\$500.00	\$0.00	0.00
01-2-02120-610-001-00	GUIDANCE - General Supplies- Secondary	(\$2.84)	\$1,484.00	\$230.83	15.55
01-2-02120-610-002-00	GUIDANCE - General Supplies- Elem	\$0.00	\$1,485.00	\$590.99	39.79
01-2-02120-810-001-00	GUIDANCE - Dues and Fees- Secondary	\$0.00	\$2,000.00	\$225.00	11.25
01-2-02120-810-002-00	GUIDANCE - Dues and Fees- Elem	\$0.00	\$500.00	\$0.00	0.00
01-2-02130-116-001-00	NURSE - Salaries - Nurse - Secondary	\$762.50	\$9,150.00	\$7,625.00	83.33
01-2-02130-116-002-00	NURSE - Salaries - Nurse - Elem	\$2,287.50	\$27,450.00	\$23,459.00	85.46
01-2-02130-126-002-00	NURSE - Salaries - Nurse Subs- Elem	\$0.00	\$750.00	\$0.00	0.00
01-2-02130-216-001-00	NURSE - Group Insurance BCBS- Secondary	\$353.05	\$5,660.00	\$4,831.39	85.36
01-2-02130-216-001-01	NURSE - Group Insurance LTD- Secondary	\$4.19	\$0.00	\$48.65	0.00
01-2-02130-216-002-00	NURSE - Group Insurance BCBS- Elem	\$1,059.16	\$16,975.00	\$14,494.20	85.38
01-2-02130-216-002-01	NURSE - Group Insurance LTD- Elem	\$12.59	\$237.00	\$145.88	61.55
01-2-02130-226-001-00	NURSE - Social Security - Nurse- Secondary	\$57.68	\$700.00	\$573.79	81.97
01-2-02130-226-002-00	NURSE - Social Security - Nurse- Elem	\$173.07	\$2,100.00	\$1,766.07	84.09
01-2-02130-236-001-00	NURSE - Retirement - Nurse- Secondary	\$56.61	\$904.00	\$566.08	62.61
01-2-02130-236-002-00	NURSE - Retirement - Nurse- Elem	\$169.81	\$2,711.00	\$1,698.11	62.63
01-2-02130-237-001-00	NURSE - Retirement Increase - Sec	\$18.72	\$0.00	\$187.17	0.00
01-2-02130-237-002-00	NURSE - Retirement Increase - Elem	\$56.14	\$0.00	\$561.40	0.00
01-2-02130-276-001-00	NURSE - Workers Comp - Nurse- Secondary	\$0.00	\$54.00	\$0.00	0.00
01-2-02130-276-002-00	NURSE - Workers Comp - Nurse- Elem	\$0.00	\$54.00	\$108.00	200.00
01-2-02130-330-002-00	NURSE - Employee Training - Elem	\$0.00	\$0.00	\$111.00	0.00
01-2-02130-580-002-00	NURSE - Travel- Elem	\$0.00	\$250.00	\$0.00	0.00
01-2-02130-610-001-00	NURSE - General Supplies- Secondary	\$0.00	\$250.00	\$572.18	228.87
01-2-02130-610-002-00	NURSE - General Supplies- Elem	\$0.00	\$2,000.00	\$698.40	34.92
01-2-02130-810-001-00	NURSE - Dues and Fees- Secondary	\$0.00	\$100.00	\$50.00	50.00
01-2-02130-810-002-00	NURSE - Dues and Fees- Elem	\$0.00	\$500.00	\$0.00	0.00
	<b>Support - Pupils</b>	<b>\$13,319.13</b>	<b>\$180,000.00</b>	<b>\$146,466.51</b>	<b>0.81</b>
01-2-02211-320-000-00	SCHOOL IMPROV - Professional Educational Services	\$0.00	\$500.00	\$0.00	0.00

01-2-02211-610-000-00	SCHOOL IMPROV - General Supplies	\$0.00	\$500.00	\$0.00	0.00
01-2-02211-810-000-00	SCHOOL IMPROV - Dues and Fees	\$0.00	\$500.00	\$0.00	0.00
01-2-02220-111-001-00	LIB MEDIA - Salaries - Teachers - Secondary	\$1,007.19	\$12,086.00	\$10,071.90	83.33
01-2-02220-111-002-00	LIB MEDIA - Salaries - Teachers - Elem	\$1,007.18	\$12,086.00	\$10,071.80	83.33
01-2-02220-112-001-00	LIB MEDIA - Salaries - Regular - Paras - Secondary	\$86.13	\$23,010.00	\$20,093.15	87.32
01-2-02220-211-001-00	LIB MEDIA - Group Insurance - BCBS - Teachers - Secondary	\$341.29	\$4,306.00	\$3,754.19	87.18
01-2-02220-211-001-01	LIB MEDIA - Group Insurance - LTD - Teachers - Secondary	\$26.56	\$190.00	\$307.72	161.95
01-2-02220-211-002-00	LIB MEDIA - Group Insurance - BCBS - Teachers - Elem	\$341.29	\$4,306.00	\$3,754.19	87.18
01-2-02220-212-001-01	LIB MEDIA - Group Insurance - LTD - Paras - Secondary	\$13.82	\$190.00	\$82.85	43.60
01-2-02220-221-001-00	LIB MEDIA - Social Security - Teachers - Secondary	\$75.13	\$925.00	\$754.61	81.57
01-2-02220-221-002-00	LIB MEDIA - Social Security - Teachers - Elem	\$73.19	\$925.00	\$732.23	79.16
01-2-02220-222-001-00	LIB MEDIA - Social Security - Aides - Secondary	\$7.65	\$1,760.00	\$1,543.46	87.69
01-2-02220-231-001-00	LIB MEDIA - Retirement - Teachers - Secondary	\$74.77	\$1,195.00	\$747.70	62.56
01-2-02220-231-002-00	LIB MEDIA - Retirement - Teachers - Elem	\$74.76	\$1,195.00	\$747.67	62.56
01-2-02220-232-001-00	LIB MEDIA - Retirement - Paras - Secondary	\$6.39	\$2,283.00	\$1,491.61	65.33
01-2-02220-237-001-00	LIB MEDIA - Retirement Increase - Sec	\$26.83	\$0.00	\$740.33	0.00
01-2-02220-237-002-00	LIB MEDIA - Retirement Increase - Elem	\$24.72	\$0.00	\$247.20	0.00
01-2-02220-271-001-00	LIB MEDIA - Workers Comp - Teachers - Secondary	\$0.00	\$207.00	\$0.00	0.00
01-2-02220-272-001-00	LIB MEDIA - Workers Comp - Aides - Secondary	\$0.00	\$68.00	\$68.00	100.00
01-2-02220-330-001-00	LIB MEDIA - Employee Training - Secondary	\$0.00	\$0.00	\$90.00	0.00
01-2-02220-443-001-00	LIB MEDIA - Lease - Copier - Secondary	\$203.94	\$500.00	\$682.28	136.45
01-2-02220-443-002-00	LIB MEDIA - Lease - Copier - Elem	\$203.94	\$500.00	\$682.32	136.46
01-2-02220-610-001-00	LIB MEDIA - General Supplies - Secondary	\$0.00	\$1,000.00	(\$150.77)	-15.07
01-2-02220-610-002-00	LIB MEDIA - General Supplies - Elem	\$0.00	\$1,000.00	\$1,233.86	123.38
01-2-02220-640-001-00	LIB MEDIA - Books and Periodicals - Secondary	\$0.00	\$5,000.00	\$1,226.54	24.53
01-2-02220-640-002-00	LIB MEDIA - Books and Periodicals - Elem	\$0.00	\$5,000.00	\$4,561.15	91.22
01-2-02220-641-001-00	LIB MEDIA - E-Books - Secondary	\$0.00	\$500.00	\$250.00	50.00
01-2-02220-641-002-00	LIB MEDIA - E-Books - Elem	\$0.00	\$500.00	\$250.00	50.00
01-2-02220-643-001-00	LIB MEDIA - Web/Cloud Based Software - Secondary	\$0.00	\$1,000.00	\$530.00	53.00
01-2-02220-643-002-00	LIB MEDIA - Web/Cloud Based Software - Elem	\$0.00	\$1,000.00	\$1,530.35	153.03
01-2-02220-650-001-00	LIB MEDIA - Supplies - Technology Related - Secondary	\$0.00	\$500.00	\$0.00	0.00
01-2-02230-432-000-00	TECH - Technology-Related Repairs and Maintenance	\$0.00	\$3,000.00	\$1,335.81	44.52
01-2-02230-530-000-00	TECH - Communications	\$815.91	\$20,000.00	\$15,159.10	75.79
01-2-02230-591-000-00	TECH - Tech Support - On Site - Purch From ESU6	\$3,000.00	\$33,500.00	\$29,352.00	87.61
01-2-02230-591-000-01	TECH - Tech - Hosted Services - Purch From ESU6	\$341.06	\$6,000.00	\$3,410.66	56.84
01-2-02230-643-000-00	TECH - Web/Cloud Based Software	\$883.02	\$20,000.00	\$21,018.54	105.09
01-2-02230-650-000-00	TECH - Supplies - Technology Related	\$1,768.37	\$4,768.00	\$15,337.35	321.67
01-2-02230-734-000-00	TECH - Technology-Related Hardware	\$0.00	\$50,000.00	\$0.00	0.00
	<b>Support - Staff</b>	<b>\$10,403.14</b>	<b>\$225,000.00</b>	<b>\$151,707.80</b>	<b>0.67</b>
01-2-02310-310-000-00	BOE - Official/Administrative Services	\$0.00	\$1,500.00	\$0.00	0.00
01-2-02310-340-000-00	BOE - Other Professional Services	\$250.00	\$5,000.00	\$500.00	10.00

01-2-02310-520-000-00	BOE - Insurance	\$0.00	\$6,800.00	\$6,752.00	99.29
01-2-02310-540-000-00	BOE - Advertising	\$117.50	\$3,000.00	\$1,307.21	43.57
01-2-02310-580-000-00	BOE - Travel	\$0.00	\$4,000.00	\$1,623.35	40.58
01-2-02310-610-000-00	BOE - General Supplies	\$50.00	\$5,700.00	\$50.00	0.87
01-2-02310-643-000-00	BOE - Web/Cloud Based Software	\$0.00	\$3,000.00	\$4,100.00	136.66
01-2-02310-735-000-00	BOE - Technology Software	\$0.00	\$0.00	\$1,800.00	0.00
01-2-02310-810-000-00	BOE - Dues and Fees	\$0.00	\$11,000.00	\$7,081.00	64.37
	<b>Board of Education</b>	<b>\$417.50</b>	<b>\$40,000.00</b>	<b>\$23,213.56</b>	<b>0.58</b>
01-2-02320-105-000-00	SUPER - Salaries - Superintendent	\$10,416.67	\$125,000.00	\$104,166.70	83.33
01-2-02320-110-000-00	SUPER - Salaries - Regular - Admin Asst	\$2,366.78	\$34,840.00	\$26,083.44	74.86
01-2-02320-210-000-00	SUPER - Group Insurance - BCBS Admin Asst	\$1,412.21	\$22,633.00	\$18,851.68	83.29
01-2-02320-210-000-01	SUPER - Group Insurance - LTD Admin Asst	\$16.28	\$230.00	\$188.72	82.05
01-2-02320-215-000-00	SUPER - Group Insurance - BCBS - Superintendents	\$1,676.81	\$23,278.00	\$18,444.91	79.23
01-2-02320-215-000-01	SUPER - Group Insurance - LTD - Superintendents	\$42.01	\$593.00	\$486.79	82.08
01-2-02320-220-000-00	SUPER - Social Security - Admin Asst	\$178.44	\$2,665.00	\$1,958.14	73.47
01-2-02320-225-000-00	SUPER - Social Security - Superintendents	\$798.71	\$9,560.00	\$7,992.24	83.60
01-2-02320-230-000-00	SUPER - Retirement - Admin Asst	\$175.70	\$3,440.00	\$1,936.30	56.28
01-2-02320-235-000-00	SUPER - Retirement - Superintendents	\$773.28	\$12,350.00	\$7,732.80	62.61
01-2-02320-237-000-00	SUPER - Retirement Increase	\$313.75	\$0.00	\$3,196.77	0.00
01-2-02320-270-000-00	SUPER - Workers Comp - Admin Asst	\$0.00	\$103.00	\$103.00	100.00
01-2-02320-275-000-00	SUPER - Workers Comp - Superintendent	\$0.00	\$368.00	\$368.00	100.00
01-2-02320-285-000-00	SUPER - Health Benefits - Superintendents	\$0.00	\$0.00	\$3,156.72	0.00
01-2-02320-310-000-00	SUPER - Contracted Services	\$0.00	\$3,000.00	\$0.00	0.00
01-2-02320-330-000-00	SUPER - Employee Training	\$0.00	\$0.00	\$128.49	0.00
01-2-02320-333-000-00	SUPER - Mileage Paid to Staff	\$0.00	\$200.00	\$0.00	0.00
01-2-02320-530-000-00	SUPER - Cell Phone Reimb	\$50.00	\$600.00	\$500.00	83.33
01-2-02320-580-000-00	SUPER - Travel	\$0.00	\$3,000.00	\$757.80	25.26
01-2-02320-610-000-00	SUPER - General Supplies	\$410.56	\$8,140.00	\$762.53	9.36
01-2-02320-643-000-00	SUPER - Web/Cloud Based Software	\$0.00	\$2,500.00	\$1,419.28	56.77
01-2-02320-650-000-00	SUPER - Supplies - Technology Related	\$1,029.00	\$500.00	\$3,052.23	610.44
01-2-02320-810-000-00	SUPER - Dues and Fees	\$0.00	\$2,000.00	\$1,672.00	83.60
	<b>Superintendent</b>	<b>\$19,660.20</b>	<b>\$255,000.00</b>	<b>\$202,958.54</b>	<b>0.80</b>
01-2-02330-317-000-00	LEGAL - Contracted Legal Fees	\$0.00	\$7,500.00	\$933.00	12.44
	<b>District Legal</b>	<b>\$0.00</b>	<b>\$7,500.00</b>	<b>\$933.00</b>	<b>0.12</b>
01-2-02410-110-001-00	PRIN - Salaries - Admin Asst - Secondary	\$676.40	\$24,320.00	\$21,460.12	88.24
01-2-02410-111-001-00	PRIN - Salaries - Principal - Secondary	\$3,979.17	\$47,750.00	\$39,791.70	83.33
01-2-02410-111-002-00	PRIN - Salaries - Principal - Elementary	\$3,979.17	\$47,750.00	\$39,791.70	83.33
01-2-02410-120-001-00	PRIN - Salaries - Subs - Admin Asst- Secondary	\$0.00	\$0.00	\$384.76	0.00

01-2-02410-210-001-01	PRIN - Group Insurance - LTD - Admin Asst- Secondary	\$6.88	\$97.00	\$79.87	82.34
01-2-02410-211-001-00	PRIN - Group Insurance -BCBS - Principal - Secondary	\$838.41	\$11,639.00	\$9,222.51	79.23
01-2-02410-211-001-01	PRIN - Group Insurance LTD - Principal - Secondary	\$33.65	\$476.00	\$389.96	81.92
01-2-02410-211-002-00	PRIN - Group Insurance - BCBS - Principal - Elementary	\$838.40	\$11,639.00	\$9,222.40	79.23
01-2-02410-220-001-00	PRIN - Social Security - Admin Asst- Secondary	\$50.34	\$1,860.00	\$1,657.91	89.13
01-2-02410-221-001-00	PRIN - Social Security - Principal - Secondary	\$302.47	\$3,667.00	\$3,028.66	82.59
01-2-02410-221-002-00	PRIN - Social Security - Principal - Elementary	\$299.93	\$3,667.00	\$2,999.39	81.79
01-2-02410-230-001-00	PRIN - Retirement - Admin Asst- Secondary	\$50.21	\$2,400.00	\$1,593.09	66.37
01-2-02410-231-001-00	PRIN - Retirement - Principal - Secondary	\$295.39	\$4,735.00	\$2,953.90	62.38
01-2-02410-231-002-00	PRIN - Retirement - Principal - Elementary	\$295.40	\$4,735.00	\$2,954.00	62.38
01-2-02410-237-001-00	PRIN - Retirement Increase - Sec	\$114.26	\$0.00	\$1,503.32	0.00
01-2-02410-237-002-00	PRIN - Retirement Increase - Elem	\$97.66	\$0.00	\$976.60	0.00
01-2-02410-270-001-00	PRIN - Workers Comp - Admin Asst - Secondary	\$0.00	\$71.00	\$71.00	100.00
01-2-02410-271-001-00	PRIN - Workers Comp - Principal - Secondary	\$0.00	\$141.00	\$141.00	100.00
01-2-02410-271-002-00	PRIN - Workers Comp - Principal - Elementary	\$0.00	\$141.00	\$141.00	100.00
01-2-02410-281-001-00	PRIN - Health Benefits - Principal - Secondary	\$0.00	\$0.00	\$1,580.15	0.00
01-2-02410-281-002-00	PRIN - Health Benefits - Principal - Elementary	\$0.00	\$0.00	\$1,564.58	0.00
01-2-02410-330-002-00	PRIN - Employee Training - Principal - Elementary	\$0.00	\$0.00	\$128.68	0.00
01-2-02410-580-001-00	PRIN - Travel - Secondary	\$0.00	\$300.00	\$94.38	31.46
01-2-02410-580-002-00	PRIN - Travel - Elementary	\$0.00	\$300.00	\$0.00	0.00
01-2-02410-610-001-00	PRIN - General Supplies - Secondary	\$396.10	\$15,156.00	\$2,391.00	15.77
01-2-02410-610-002-00	PRIN - General Supplies - Elementary	\$284.76	\$15,156.00	\$3,072.92	20.27
01-2-02410-643-001-00	PRIN - Web/Cloud Based Software - Secondary	\$0.00	\$750.00	\$639.62	85.28
01-2-02410-643-002-00	PRIN - Web/Cloud Based Software - Elementary	\$0.00	\$750.00	\$639.29	85.23
01-2-02410-650-001-00	PRIN - Supplies - Technology Related - Secondary	\$1,029.00	\$250.00	\$1,461.86	584.74
01-2-02410-650-002-00	PRIN - Supplies - Technology Related - Elem	\$0.00	\$250.00	\$531.11	212.44
01-2-02410-810-001-00	PRIN - Dues and Fees - Secondary	\$0.00	\$1,000.00	\$200.00	20.00
01-2-02410-810-002-00	PRIN - Dues and Fees - Elementary	\$0.00	\$1,000.00	\$611.25	61.12
	<b>Principal</b>	<b>\$13,567.60</b>	<b>\$200,000.00</b>	<b>\$151,277.73</b>	<b>0.76</b>
01-2-02510-116-000-00	FISCAL SVCS - Salaries - Business	\$4,850.08	\$58,200.00	\$48,500.80	83.33
01-2-02510-216-000-00	FISCAL SVCS - Group Insurance -BCBS - Business	\$1,886.12	\$22,633.00	\$20,747.32	91.66
01-2-02510-216-000-01	FISCAL SVCS - Group Insurance - LTD - Business	\$22.90	\$325.00	\$265.45	81.67
01-2-02510-226-000-00	FISCAL SVCS - Social Security - Business	\$352.69	\$4,450.00	\$3,529.79	79.32
01-2-02510-236-000-00	FISCAL SVCS - Retirement - Business	\$360.05	\$5,750.00	\$3,600.49	62.61
01-2-02510-237-000-00	FISCAL SVCS - Retirement Increase	\$119.04	\$0.00	\$1,190.40	0.00
01-2-02510-276-000-00	FISCAL SVCS - Workers Comp -Business	\$0.00	\$171.00	\$171.00	100.00
01-2-02510-315-000-00	FISCAL SVCS - Accounting/Auditing Services	\$0.00	\$7,000.00	\$6,825.00	97.50
01-2-02510-443-000-00	FISCAL SVCS - Lease - Copier	\$35.26	\$150.00	\$118.80	79.20
01-2-02510-530-000-00	FISCAL SVCS - Communications	\$372.80	\$5,000.00	\$3,920.71	78.41
01-2-02510-531-000-00	FISCAL SVCS - Postage	\$277.27	\$5,700.00	\$3,387.18	59.42
01-2-02510-580-000-00	FISCAL SVCS - Travel	\$0.00	\$300.00	\$46.80	15.60

01-2-02510-610-000-00	FISCAL SVCS - General Supplies	\$18.47	\$2,521.00	\$843.38	33.45
01-2-02510-643-000-00	FISCAL SVCS - Web/Cloud Based Software	\$73.44	\$12,000.00	\$10,560.26	88.00
01-2-02510-650-000-00	FISCAL SVCS - Supplies - Technology Related	\$1,029.00	\$0.00	\$1,029.00	0.00
01-2-02510-810-000-00	FISCAL SVCS - Dues and Fees	\$0.00	\$800.00	\$180.00	22.50
	<b>Fiscal Services</b>	<b>\$9,397.12</b>	<b>\$125,000.00</b>	<b>\$104,916.38</b>	<b>0.84</b>
01-2-02610-110-000-00	OPERATIONS - Salaries - Maint & Custodial	\$13,552.99	\$158,500.00	\$133,328.77	84.11
01-2-02610-110-000-01	OPERATIONS - Salaries - Summer Custodial	\$1,044.66	\$4,140.00	\$1,044.66	25.23
01-2-02610-130-000-00	OPERATIONS - Salaries - Overtime	\$0.00	\$500.00	\$0.00	0.00
01-2-02610-210-000-00	OPERATIONS - Group Insurance - BCBS	\$2,129.72	\$25,556.00	\$23,426.92	91.66
01-2-02610-210-000-01	OPERATIONS - Group Ins - LTD	\$48.80	\$700.00	\$565.49	80.78
01-2-02610-220-000-00	OPERATIONS - Social Security	\$1,088.03	\$12,400.00	\$10,015.74	80.77
01-2-02610-230-000-00	OPERATIONS - Retirement	\$997.00	\$14,900.00	\$9,193.89	61.70
01-2-02610-237-000-00	OPERATIONS - Retirement Increase	\$329.62	\$0.00	\$3,039.61	0.00
01-2-02610-270-000-00	OPERATIONS - Workers Comp	\$0.00	\$4,491.00	\$4,729.00	105.29
01-2-02610-410-000-00	OPERATIONS - Utility Services - Water & Sewage	\$775.80	\$15,000.00	\$10,798.65	71.99
01-2-02610-410-000-01	OPERATIONS - Utility Services - Culligan	\$244.25	\$1,200.00	\$1,840.00	153.33
01-2-02610-420-000-00	OPERATIONS - Cleaning Services - Garbage	\$351.62	\$8,000.00	\$3,737.58	46.71
01-2-02610-441-000-00	OPERATIONS - Rental of Bus Barn	\$600.00	\$7,200.00	\$6,000.00	83.33
01-2-02610-490-000-00	OPERATIONS - Other Purchased Property Services	\$429.04	\$8,000.00	\$8,171.99	102.14
01-2-02610-520-000-00	OPERATIONS - Insurance - Property	\$0.00	\$33,240.00	\$33,240.00	100.00
01-2-02610-580-000-00	OPERATIONS - Travel	\$0.00	\$0.00	\$52.65	0.00
01-2-02610-610-000-00	OPERATIONS - General Supplies	\$5,262.81	\$31,073.00	\$8,460.85	27.22
01-2-02610-610-000-01	OPERATIONS - Janitorial Supplies	\$13.00	\$15,000.00	\$6,663.05	44.42
01-2-02610-621-000-00	OPERATIONS - Utility Energy Services	\$2,981.00	\$55,000.00	\$49,260.76	89.56
01-2-02620-431-000-00	MAINT BLDG - Repairs & Maint	\$6,885.45	\$60,000.00	\$67,572.66	112.62
01-2-02620-442-000-00	MAINT BLDG - Rentals of Equipment	\$0.00	\$3,000.00	\$0.00	0.00
01-2-02620-490-000-00	MAINT BLDG - Other Purchased Property Services	\$531.12	\$6,000.00	\$19,733.62	328.89
01-2-02620-610-000-00	MAINT BLDG - General Supplies	\$2,949.73	\$12,000.00	\$13,992.06	116.60
01-2-02630-420-000-00	GROUNDS - Mowing - Contracted	\$833.34	\$4,800.00	\$2,433.34	50.69
01-2-02630-420-000-01	GROUNDS - Snow Removal - Contracted	\$0.00	\$5,000.00	\$0.00	0.00
01-2-02630-420-000-02	GROUNDS - Lawn Care - Contracted	\$0.00	\$7,000.00	\$2,177.00	31.10
01-2-02630-431-000-00	GROUNDS - Repairs and Maintenance Services	\$0.00	\$4,000.00	\$323.48	8.08
01-2-02630-490-000-00	GROUNDS - Other Purchased Property Services	\$0.00	\$300.00	\$0.00	0.00
01-2-02630-610-000-00	GROUNDS - General Supplies	\$433.30	\$3,000.00	\$3,740.41	124.68
01-2-02650-430-001-00	STAFF VEH - Repairs and Maintenance Services	\$0.00	\$1,500.00	\$0.00	0.00
01-2-02650-431-000-00	STAFF VEH - Repairs & Maint	\$0.00	\$0.00	\$890.62	0.00
01-2-02650-520-000-00	STAFF VEH- Insurance	\$0.00	\$600.00	\$597.00	99.50
01-2-02650-626-001-00	STAFF VEH - Gasoline	\$0.00	\$700.00	\$1,043.91	149.13
01-2-02650-732-001-00	STAFF VEH - Vehicles	\$0.00	\$16,600.00	\$0.00	0.00
01-2-02660-340-000-00	SAFETY - Safety Audits	\$0.00	\$500.00	\$500.00	100.00
01-2-02660-610-000-00	SAFETY - Supplies	\$0.00	\$100.00	\$93.45	93.45

	<b>Operations, Maint &amp; Grounds</b>	<b>\$41,481.28</b>	<b>\$520,000.00</b>	<b>\$426,667.16</b>	<b>0.82</b>
01-2-02710-110-001-00	BUSING - Salaries - Secondary	\$60.00	\$11,978.00	\$6,466.93	53.99
01-2-02710-110-002-00	BUSING - Salaries - Elem	\$0.00	\$43,527.00	\$36,114.06	82.96
01-2-02710-120-001-00	BUSING - Salaries - Subs - Secondary	\$0.00	\$200.00	\$551.48	275.74
01-2-02710-120-002-00	BUSING - Salaries - Subs - Elem	\$0.00	\$200.00	\$3,332.22	1,666.11
01-2-02710-220-001-00	BUSING - Social Security - Secondary	\$4.35	\$930.00	\$530.46	57.03
01-2-02710-220-002-00	BUSING - Social Security - Elem	\$0.00	\$3,345.00	\$3,017.00	90.19
01-2-02710-230-001-00	BUSING - Retirement - Secondary	\$4.46	\$300.00	\$157.37	52.45
01-2-02710-230-002-00	BUSING - Retirement - Elem	\$0.00	\$0.00	\$36.77	0.00
01-2-02710-237-001-00	BUSING - Retirement Increase - Sec	\$1.47	\$0.00	\$52.04	0.00
01-2-02710-237-002-00	BUSING - Retirement Increase - Elem	\$0.00	\$0.00	\$12.17	0.00
01-2-02710-270-001-00	BUSING - Workers Comp - Secondary	\$0.00	\$560.00	\$560.00	100.00
01-2-02710-270-002-00	BUSING - Workers Comp - Elem	\$0.00	\$1,312.00	\$1,312.00	100.00
01-2-02710-290-002-00	BUSING - Reimb drivers licensing costs - Elem	\$0.00	\$100.00	\$121.42	121.42
01-2-02710-330-002-00	BUSING - Employee Training Fees	\$0.00	\$0.00	\$650.00	0.00
01-2-02710-340-001-00	BUSING - Physicals - Secondary	\$0.00	\$500.00	\$317.60	63.52
01-2-02710-340-001-01	BUSING - Drug Testing - Secondary	\$0.00	\$600.00	\$534.02	89.00
01-2-02710-340-002-00	BUSING - Physicals - Elem	\$0.00	\$500.00	\$183.00	36.60
01-2-02710-340-002-01	BUSING - Drug Testing - Elem	\$0.00	\$600.00	\$191.00	31.83
01-2-02710-520-001-00	BUSING - Insurance - Buses and Vans - Secondary	\$0.00	\$5,674.00	\$5,674.00	100.00
01-2-02710-520-002-00	BUSING - Insurance - Buses and Vans - Elem	\$0.00	\$5,674.00	\$5,674.00	100.00
01-2-02710-610-001-00	BUSING - General Supplies - Secondary	\$0.00	\$0.00	\$22.40	0.00
01-2-02710-610-002-00	BUSING - General Supplies - Elem	\$0.00	\$3,500.00	\$11.29	0.32
01-2-02710-626-001-00	BUSING - Gasoline - Secondary	\$595.59	\$4,500.00	\$5,017.43	111.49
01-2-02710-626-002-00	BUSING - Gasoline - Elem	\$1,515.00	\$15,000.00	\$17,000.46	113.33
01-2-02710-810-001-00	BUSING - Dues & Fees	\$0.00	\$500.00	\$0.00	0.00
01-2-02730-431-000-00	BUSING - Repairs & Maint Service	\$1,431.69	\$25,000.00	\$21,148.44	84.59
01-2-02730-610-000-00	BUSING - General Supplies	\$0.00	\$500.00	\$250.79	50.15
	<b>Pupil Transportation</b>	<b>\$3,612.56</b>	<b>\$125,000.00</b>	<b>\$108,938.35</b>	<b>0.87</b>
01-2760-140-1-88	SPED TRANSP - SALARY	\$0.00	\$0.00	\$0.00	0.00
01-2760-210-1-88	SPED TRANSP - FICA	\$0.00	\$0.00	\$0.00	0.00
01-2760-220-1-88	SPED TRANSP - RETIREMENT	\$0.00	\$0.00	\$0.00	0.00
01-2760-334-1-88	SPED TRANSP - Reimb Mileage to Parent	\$0.00	\$0.00	\$0.00	0.00
	<b>SPED Transportation</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>#DIV/0!</b>
01-2-03400-810-001-00	CATEG GRANT - Dues & Fees - Sec	\$0.00	\$275,723.00	\$0.00	0.00
01-2-03535-610-002-00	HAL - General Supplies- Elem	\$0.00	\$3,600.00	\$0.00	0.00
01-2-03599-610-002-00	CATEG GRANT - Supplies	\$0.00	\$0.00	\$3,094.79	0.00
01-2-04700-720-001-00	FACILITIES - Building Improve - Sec	\$0.00	\$14,800.00	\$0.00	0.00

01-2-04700-720-002-00	FACILITIES - Bldg Improve - Elem	\$0.00	\$14,800.00	\$0.00	0.00
01-2-06200-111-002-00	TITLE - Salaries - Teachers	\$4,254.75	\$51,057.00	\$42,767.50	83.76
01-2-06200-123-002-00	TITLE - Salaries - Subs	\$0.00	\$0.00	\$146.00	0.00
01-2-06200-211-002-00	TITLE - Group Insurance - BCBS - Teachers	\$0.00	\$11,000.00	\$12,128.52	110.25
01-2-06200-211-002-01	TITLE - Group Insur - LTD - Teacher	\$17.59	\$248.00	\$203.71	82.14
01-2-06200-221-002-00	TITLE - Social Security - Teachers	\$290.74	\$3,906.00	\$2,928.38	74.97
01-2-06200-223-002-00	TITLE - Social Security - Subs	\$0.00	\$0.00	\$11.17	0.00
01-2-06200-231-002-00	TITLE - Retirement - Teachers	\$315.85	\$5,043.00	\$3,174.85	62.95
01-2-06200-237-002-00	TITLE - Retirement Increase	\$104.42	\$0.00	\$1,049.65	0.00
01-2-06200-271-002-00	TITLE - Workers Comp - Teachers	\$0.00	\$146.00	\$146.00	100.00
01-2-06200-330-002-00	TITLE - Employee Training	\$45.00	\$0.00	\$353.68	0.00
01-2-06200-610-002-00	TITLE - General Supplies	\$0.00	\$15,600.00	\$1,008.03	6.46
01-2-06406-591-002-00	IDEA PS - Speech Cont Svc Purch - ESU6	\$0.00	\$3,500.00	\$3,458.00	98.80
01-2-06408-111-002-00	IDEA BASE-EP - Salaries - Teachers	\$532.22	\$6,390.00	\$5,307.60	83.06
01-2-06408-112-002-00	IDEA BASE-EP - Salaries - Paras	\$78.75	\$22,302.00	\$20,300.18	91.02
01-2-06408-211-002-00	IDEA BASE-EP - Group Insurance - BCBS - Teachers	\$162.30	\$2,263.00	\$1,785.30	78.89
01-2-06408-212-002-00	IDEA BASE-EP - Group Insurance - LTD - Paras	\$7.25	\$102.00	\$84.11	82.46
01-2-06408-221-002-00	IDEA BASE-EP - Social Security - Teachers	\$39.45	\$503.00	\$393.47	78.22
01-2-06408-222-002-00	IDEA BASE-EP - Social Security - Paras	\$6.43	\$1,958.00	\$1,376.20	70.28
01-2-06408-231-002-00	IDEA BASE-EP - Retirement - Teachers	\$39.51	\$649.00	\$394.02	60.71
01-2-06408-232-002-00	IDEA BASE-EP - Retirement - Paras	\$5.85	\$2,528.00	\$1,506.98	59.61
01-2-06408-237-002-00	IDEA BASE-EP - NPERS Ret Incr	\$14.99	\$0.00	\$628.45	0.00
01-2-06408-281-002-00	IDEA BASE-EP - Health Benefits - Elem Teachers	\$0.00	\$0.00	\$301.60	0.00
01-2-06408-591-002-00	IDEA BASE-EP - Speech Svcs Purch from ESU6	\$0.00	\$22,805.00	\$23,204.43	101.75
01-2-06408-591-002-01	IDEA BASE-EP - OT Svcs Contracted thru ESU6	\$0.00	\$5,000.00	\$2,449.45	48.98
01-2-06408-591-002-03	IDEA BASE EP - Psych Services - Purch from ESU6	\$0.00	\$0.00	\$1,311.92	0.00
01-2-06408-610-002-00	IDEA BASE-EP - General Supplies	\$0.00	\$1,000.00	\$0.00	0.00
01-2-06992-650-001-00	REAP - Supplies - Technology Related- Secondary	\$1,200.00	\$0.00	\$10,170.00	0.00
01-2-06992-650-002-00	REAP - Supplies - Technology Related- Elem	\$1,200.00	\$0.00	\$1,200.00	0.00
01-2-06992-734-001-00	REAP - Technology-Related Hardware- Secondary	\$0.00	\$11,500.00	\$5,665.04	49.26
01-2-06992-734-002-00	REAP - Technology-Related Hardware- Elem	\$0.00	\$11,500.00	\$0.00	0.00
01-2-06997-720-001-00	ESSER II - Building Improv - Sec	\$0.00	\$36,200.00	\$0.00	0.00
01-2-06997-720-002-00	ESSER II - Building Improv - Elem	\$0.00	\$36,200.00	\$0.00	0.00
01-2-06998-720-001-00	ESSER III - Building Improv - Sec	\$0.00	\$69,500.00	\$0.00	0.00
01-2-06998-720-002-00	ESSER III - Building Improv - Elem	\$0.00	\$69,500.00	\$0.00	0.00
01-2-06998-731-000-00	ESSER III - Machinery	\$0.00	\$0.00	\$13,937.50	0.00
	<b>Federal &amp; State Programs</b>	<b>\$8,315.10</b>	<b>\$699,323.00</b>	<b>\$160,486.53</b>	<b>0.23</b>
01-2-08000-912-000-00	Fund Transfers to School Nutrition Fund	\$0.00	\$0.00	\$0.00	0.00
01-2-08000-913-000-00	Fund Transfers to Activities Fund	\$8,000.00	\$24,000.00	\$32,000.00	133.33



<b>TOTAL HOT LUNCH FUND</b>		<b>\$3,578.79</b>	<b>\$180,142.00</b>	<b>\$166,133.11</b>	<b>0.92</b>
<b>Bond Fund</b>					
07-2-05000-830-000-00	BF - Fees	\$1,386.00	\$201,500.00	\$49,502.50	24.56
07-2-05000-831-000-00	BF - Redemption of Principal	\$0.00	\$415,000.00	\$5,139,180.21	1,238.35
07-2-05000-832-000-00	BF - Interest on Long-Term Debt	\$18,095.28	\$120,257.00	\$79,935.28	66.47
					0.00
<b>TOTAL BOND FUND</b>		<b>\$19,481.28</b>	<b>\$736,757.00</b>	<b>\$5,268,617.99</b>	<b>7.15</b>

<b>Special Building Fund</b>					
08-2-04300-340-001-00	SB - Prof Services	\$0.00	\$50,000.00	\$0.00	0.00
08-2-04700-450-001-00	SB - Bldg Improvements - Construc - Sec	\$0.00	\$433,528.00	\$79,022.34	18.22
08-2-04700-450-002-00	SB - Bldg Improvements - Construc - Elem	\$0.00	\$433,529.35	\$4,900.00	1.13
08-2-06997-720-001-00	SB - ESSER II - Bldg Improv - Const - Sec	\$0.00	\$0.00	\$36,178.00	0.00
08-2-06997-720-002-00	SB - ESSER II - Bldg Improv - Const - Elem	\$0.00	\$0.00	\$36,178.00	0.00
08-2-06998-720-001-00	SB - ESSER III - Bldg Improv - Constr - Sec	\$27,425.00	\$0.00	\$46,097.00	0.00
08-2-06998-720-002-00	SB - ESSER III - Bldg Improv - Constr - Elem	\$27,425.00	\$0.00	\$46,097.00	0.00
<b>TOTAL SPECIAL BUILDING FUND</b>		<b>\$54,850.00</b>	<b>\$917,057.35</b>	<b>\$248,472.34</b>	<b>0.27</b>

\$391,061.37    \$7,979,256.35    \$9,244,349.26

# FRIEND PUBLIC SCHOOLS

Board of Education - Payments to be Approved  
7/11/2022

## Manual Checks/Funds Transfers done in June:

### GENERAL FUND

Constellation New Energy	natural gas	\$	86.48
Activity Fund	additional June support	\$	2,000.00
Payroll	June payroll	\$	239,555.40
		\$	<u>241,641.88</u>

## July Presentations

### SPECIAL BUILDING FUND

Stutzman Digging & Excavating	install storm drain -- playground orig bid	\$	48,600.00	<i>Ck 667 7-11-22</i>
Stutzman Digging & Excavating	amount over orig bid	\$	5,850.00	
		\$	<u>54,450.00</u>	

### DEPRECIATION FUND

Facility Advocates	Bldg Automation System progress 2 of 5	\$	23,150.00
		\$	<u>23,150.00</u>

### GENERAL FUND

Activity Fund	July support	\$	2,000.00	
Advanced Water Co	semiannual water treatment	\$	1,680.00	
Anderson, Derek	reimburse cell phone	\$	50.00	
Apple	mac air	\$	1,049.00	
Beaver Hardware	supplies	\$	712.32	
Black Hills Energy	natural gas	\$	205.71	
Blue Blossom	supplies - kind grad	\$	104.00	
Brothers	parts	\$	5.00	
ByteSpeed	servers (2) - Eduroam project	\$	5,450.00	<i>grant funds - Network Nebr GEER</i>
CDW-G	switches	\$	4,396.92	<i>erate to pay 60% of total</i>
Central Nebr Rehab Services	contracted PT & Vision services	\$	1,160.45	
Chris Nieveen	reimburse tech supplies	\$	30.00	
City of Friend	utilities	\$	2,405.08	
Constellation	natural gas	\$	71.55	
Continental Fire Sprinkler	annual inspection - fire protection system	\$	318.00	
Crete Ace Hardware	supplies	\$	75.63	
Culligan	water softener service	\$	124.85	
DAS State Acctg - State of Nebr	internet service - May	\$	259.49	
Eakes	janitorial supplies	\$	181.44	
Egan	janitorial supplies, refinish west gym floor	\$	5,042.20	
Encyclopedia Britannica	subscription renewal 22-23	\$	800.00	
ESU2	Canvas subscription	\$	33.00	
ESU4	DVLG Dues 22-23	\$	14,200.00	
ESU6	Tech services, contracted	\$	3,741.02	
ESU6	workshop fees	\$	45.00	
ESU6	SPED contracted services	\$	62,773.26	
Exeter Lumber	supplies	\$	17.87	
Facility Advocates	repairs to HVAC 3rd gr room	\$	1,200.00	
Facility Advocates	RTU3 (commons) repairs	\$	11,750.00	
Farmers Union Coop	chemical	\$	203.32	
Farmers Union Coop Carquest	supplies	\$	48.38	
FES	SOCS website 22-23 renewal	\$	2,000.00	
Hometown Leasing	printer/copier lease	\$	743.44	

Innovative Office Solutions	supplies	\$	3,885.52	<i>coop order</i>
JL Stutzman	snow removal 21-22	\$	325.00	
Lexia	Lexia Core5 renewal	\$	2,880.00	
Menards - Lincoln North	supplies	\$	61.72	
Nebr Safety Center	pupil transp level 2 - Corbett	\$	100.00	
Nick's Farm Store	mower parts	\$	13.75	
Paper101	paper stock	\$	3,459.28	<i>coop order</i>
Potter Repair	repairs to Bus 2006	\$	105.70	
Quadient	postage meter refill	\$	140.61	
Qwik6	fuel	\$	1,099.91	
Randy or Esther Kirchoff	rental of bus barn	\$	600.00	
Safelite Fulfillment	windshield - 2016 van	\$	236.44	
School Specialty	supplies	\$	918.21	<i>coop order</i>
Seward Co Independent	publish legals	\$	58.29	
Student Assurance Services	annual student accident insurance	\$	601.00	
Time Mgmt Systems	monthly admin fee	\$	67.32	
USBank VISA	activity purchases	\$	1,355.52	
USBank VISA	gas for van	\$	52.70	
USBank VISA	Lincoln Winnelson - plumbing parts	\$	1,063.50	
USBank VISA	Miller Seed - chemical	\$	108.64	
USBank VISA	Orscheln - supplies	\$	282.44	
USBank VISA	Home Depot - reverse sales tax billed in error June	\$	(320.04)	
USBank VISA	Michaels - supplies	\$	178.56	
USBank VISA	Amazon - supplies	\$	96.37	
USBank VISA	PowerWash - van wash	\$	10.00	
USBank VISA	Paypal - Doane reunion	\$	50.00	
USBank VISA	VistaPrint - supplies	\$	111.25	
USBank VISA	parking fees - workshop	\$	8.75	
Virco	chairs	\$	529.00	
Wage Works	monthly admin fee	\$	138.00	
Waste Connections	garbage service	\$	351.62	
West Music	Yamaha tuba	\$	6,677.99	<i>Music Grant - Foundation</i>
Windstream	telephone	\$	376.34	
Young's Welding	shop supplies	\$	88.35	
		\$	<u>148,588.67</u>	

**Late Presentations:**

Cornhusker Truck	eval on Bus 06	\$	448.00	
Blick Art Materials	supplies	\$	463.78	<i>coop</i>
Hillyard	janitorial	\$	664.83	
S&S Worldwide	supplies	\$	15.67	<i>coop</i>
Rochester 100	supplies	\$	95.00	
Crete Lumber	landscaping supplies	\$	157.05	
Presto-X	exterminator	\$	174.02	
Taylor Lawn Sprinklers	repairs to sprinklers, chemical application	\$	1,958.40	
Learning Without Tears	handwriting curriculum	\$	822.64	
TK Elevator	monthly maint agree	\$	227.95	
		\$	<u>153,616.01</u>	



# Mrs. Stutzman's Principal Report



"We are a Rainbow of Possibilities"

## July

- ~ Researching, updating, and creating a new evaluation for teachers and the principal.
- ~ Letters to be sent out to all students/staff for the 22-23 school year
- ~ Newsletters will be in clusters of 2 months at a time (August/Sept, Oct/Nov, Dec/Jan, Feb/March, and April/May)
- ~ Our Theme for the 22-23 school year is "Teamwork Makes the Dream Work" (chosen by the staff)
- ~ June 24<sup>th</sup>- Went to the speaker Dr. Jill Siler "Thrive Through the Five", looking for a lot of chances to implement findings/information (as always)
- ~ Teachers are working hard on PD this summer (sessions, speakers, classes, etc)
- ~ Update on PD points- (24 in 6 years, teachers keep track on a Google Doc.)
- ~ August 15<sup>th</sup>- BIG DAY AND NIGHT to start the 22-23 school year!! Back to school for staff, Open House/Get to Know Your Classroom Night, 7<sup>th</sup> Grade Orientation, Sports/Parents Meeting, Booster Meeting

Friend Public School:

*Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.*



# Friend Public School

501 S. Main Street/ P.O. Box 67, Friend, NE 68359  
Phone: 402-947-2781 Fax: 402-947-2026  
[www.friendbulldogs.org](http://www.friendbulldogs.org)

## Administration

Superintendent: Derek Anderson  
Principal: Elizabeth Stutzman  
Counselor: Amy Hottovy  
Activities Director: Jim Pfeiffer

To: Board of Education

CC: Principal

From: Derek Anderson, Superintendent

Date: July 11, 2022

RE: Monthly Report

## **Board Items**

- 1) Dates to keep in mind...
  - a) NASB Area Membership Meeting in York - September 7
  - b) State Education Conference - November 17-18
  - c) NRCSA Spring Conference - March 23-24

## **Staff Items**

- 1) In the last month I have tried to put some time and effort into revising both the teacher evaluation tool and the principal evaluation tool.
  - a) They needed updating as the last tools were approved in 2007
  - b) The new evaluation tools fit with our instructional model (Marzano)
  - c) These tools also fit with what NDE wants to see in terms of evaluations.
  - d) They have been revised by administration to better reflect expectations of a small school
- 2) Mrs. Stutzman and I will begin back to school prep soon.
- 3) We have two foreign exchange students coming this school year.
  - a) One is here for the entire year
  - b) One is here only for the first semester

## **Facility & Finance Items**

- 1) The 2022-23 Budget work is beginning. Michele continues to be a big help.
- 2) The drainage work on the playground is done. Still some clean up left to do.
  - a) Bid came in \$950 above what the maximum set by the board
- 3) Kevin is done with the outside and inside lighting work.
  - a) Outside security lights are bright and look great.
  - b) The art room received new lighting and it is much brighter.
    - i) Will look to redo lighting in the music room and shop at a later date.
- 4) The scoreboard work has been moved back to July 12. Still plenty of time.
  - a) Controllers came in.



- 5) Troyer is working on concrete in the troubled areas that we looked at during the June meeting.
- 6) Looking into sod for the playground and still waiting to get bids back.
- 7) Both of our route buses are nearing the end of their lives.
  - a) We have one bus ordered
  - b) We are looking to see if we will need two bus routes or a van route and a bus route
  - c) If we need two bus routes, we may need to find an alternative approach.
    - i) Possibility of buying a used bus from a larger school district
- 8) At this point, we are 83% of the way through the fiscal year.
  - a) We have spent 64% of the budget



InstructionSpecial Education

[Name] Public Schools adopts this special education policy with the intent that the policy maintains the District's compliance with all applicable laws affecting special education services and programs. The Superintendent or designees shall develop regulations or procedures to implement these policies. Employees and contractors of the District are expected to comply with these policies and all regulations, guidelines and procedures related to this policy in all respects.

The District will abide by all state and federal laws relating to special education. The District's special education policy and regulations, guidelines and procedures related to this policy are to be interpreted so as to be in compliance with such laws. In the event of changes in law, the school administration shall be authorized to implement modifications of practice to comply with such changes (whether the changes impose more or less stringent procedural or substantive requirements) until such time as amended policies are adopted by the Board of Education. References herein to 92 NAC 51 citations are made to Rule 51 as in effect on the date of the adoption of these policies. In the event of renumbering or other revisions to Rule 51, the policy shall be interpreted and implemented consistent with such renumbering or revisions.

**1. Free Appropriate Public Education**

A free appropriate public education shall be made available to all children with disabilities residing in the District, including children with disabilities who have been suspended or expelled, from date of verification through the school year in which the child is no longer eligible or the student reaches twenty-one (21) years of age, whichever occurs earlier. An Individualized Education Plan ("IEP") will be created for each such child that will enable the student to make progress appropriate in light of the student's unique circumstances

Legal Reference: 92 NAC 51-004.01 through 004.03A and 007.07C2 through 007.07C6

**2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

All children from birth to age twenty-one (21) with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated. A practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services. The District will implement multiple methods to provide parents, guardians, and community members with information regarding how to refer a child for an evaluation and the identification process and will publish an annual notice of any significant activity that is designed to identify, locate, or

evaluate children to publicly notify parents, guardians, or appointed surrogates. The District's child find process will be consistent with Federal and Nebraska regulations. Legal Reference: 92 NAC 51-006.01 through 006.01A2

#### **4. Pre-Referral Interventions**

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

#### **5. Disability Verification and Eligibility**

Eligibility for services will be determined by a multidisciplinary team based on the results of a comprehensive evaluation. The multidisciplinary team will identify whether a child is eligible for special education services based on the disability categories identified by Nebraska and Federal regulations. The multidisciplinary team will rule out the determinant factor is due to a lack of appropriate instruction in reading or math or due to lack of English proficiency. The team will prepare a written report documenting all evaluation findings in accordance with Federal and Nebraska requirements that will be provided to the parent, guardian, or appointed surrogate. When a child is not eligible for services, the multidisciplinary team will determine if general education interventions or strategies are needed.

Legal Reference: 92 NAC 51-006.03; 92 NAC 51-006.04B through 006.04N;

#### **6. Individualized Education Program (IEP)**

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007 by teams that will include all roles identified within Federal and Nebraska rules. Any draft of an IEP that is developed will not be considered final until it is reviewed and revised based on the team, including the parent, guardian, or appointed surrogate, input, and consensus. The district will make reasonable efforts to obtain informed consent from the parent, guardian, or appointed surrogate for special education placement on the IEP form before services are initiated. Revocation of consent for services must be documented by the parent, guardian, or appointed surrogate in writing.

Legal Reference: 92 NAC 51-007

#### **7. Least Restrictive Environment**

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least

Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

### **8. Procedural Safeguards**

Children with disabilities and their parents, guardians, or appointed surrogates shall be afforded the required procedural safeguards. Parents, guardians, and appointed surrogates will be given a copy of their procedural safeguards annually or upon initial referral or parental (parent, guardian, or appointed surrogate) request for evaluation; upon request by a parent, guardian, or appointed surrogate; upon receipt by the school district or approved cooperative of the first occurrence of the filing of a complaint under 92 NAC 51-009.11 and the first occurrence of filing a special education due process case under 92 NAC 55; and in accordance with the discipline procedures in 92 NAC 51-016.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07

### **9. Disciplinary Removal of Children with Disabilities**

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement, as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

### **10. Evaluation, Identification, and Reevaluation Procedures**

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

The documented results of the evaluation will be provided to parent, guardian, or appointed surrogate and included in student files. All evaluation components will be at district expense. The District will utilize a variety of assessment instruments to ensure district teams have access to appropriate measures to complete evaluations. The district will follow any publisher guidelines for assessments and will not use outdated or culturally inappropriate tools.

The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. The parent, guardian, or appointed surrogate will be given written notice of the District's decision to either move forward with the Independent Educational Evaluation or to initiate a hearing to determine the appropriateness of the evaluation. If the District agrees to move forward with the evaluation, locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent, guardian, or appointed surrogate from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent, guardian, or appointed surrogate with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

#### **11. Confidentiality of Personally Identifiable Information**

A system of safeguards will be implemented to protect the confidentiality of student records and information in accordance with law.

Legal Reference: 92 NAC 51-003.16, 003.20, 009.03 through 009.03M3

#### **12. Transition of Children from Part C to Preschool Programs**

Children participating in early intervention programs under Part C of the IDEA (early intervention services) will be appropriately evaluated, identified, and have services under Part B of the IDEA by age 3 in a manner consistent with 92 NAC 52-008. Children receiving early intervention services under Part C of the IDEA may continue to receive Part C services, upon parental consent, until the August 31st following the child's third birthday. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

#### **13. Children in Nonpublic Schools**

To the extent consistent with the number and location of children with disabilities in the District who are enrolled by their parents, guardians, or appointed surrogates in nonpublic elementary and secondary schools in the District, provision will be made for the participation of those children in the programs assisted or carried out under Part B of the IDEA (services for school-aged children) by providing them with special education and related services.

Legal Reference: 92 NAC 51-012.08 and 015

#### **14. Personnel Standards and Personnel Development**

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

**15. Participation in and Reporting of State and District Wide Assessments**

All children with disabilities shall be included in all general state and district wide assessment programs, including assessments described under section 612(a)(16)(A) of the IDEA with appropriate accommodations and alternate assessments where necessary and as indicated in their respective individualized education programs. The District will make available to the Nebraska Department of Education the information necessary to carry out its duties relating to the reporting of children with disabilities participation in assessments.

Legal Reference: 92 NAC 51-004.05

**16. Suspension and Expulsion Rates**

The District will examine data, including data disaggregated by race/ethnicity, gender, LEP status, and disability category, to determine if significant discrepancies are occurring in the rate of long-term suspensions and expulsions of children with disabilities.

Legal Reference: 92 NAC 51-004.06E

**17. Access to Instructional Materials**

As part of any printed instructional materials adoption process, procurement contract, or other practice or instrument used for purchase of printed instructional materials, the District will enter into a written contract with the publisher of the printed instructional materials to:

- A. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files containing the contents of the printed instructional materials using the National Instructional Materials Accessibility Standard, or
- B. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

**18. Over-Identification and Disproportionality**

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child. All District special education provisions will be equitably available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

**19. Prohibition on Mandatory Medication**

Children shall not be required to obtain a prescription for a controlled substance as a condition of attending school, receiving an evaluation to determine whether a child has a disability or the nature and extent of special education and related services the child needs, or receiving special education services.

Legal Reference: 92 NAC 51-004.11D; 21 U.S.C. §812(c)

**20. Transportation**

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law to access academic, related services, and nonacademic services and activities as determined by the child's IEP. Except when a parent is transporting only his or her child, the District shall require that the driver and vehicle meet the standards required by 92 NAC 91 and 92.

Legal Reference: 92 NAC 51-014.01 through 014.02

**21. Surrogates**

A surrogate will be appointed, and other action taken to ensure the rights of children with a disability as required by law. The surrogate may represent the child in all matters related to the identification, evaluation, and educational placement of a child and the provision of a free appropriate public education to the child.

Legal Reference: 92 NAC 51-009.10

**22. Early Intervention Services – Consent**

When a parent refuses to provide consent under 92 NAC 52, a meeting will be held or offered to explain to the parents how their failure to consent affects the ability of their child to receive services under 92 NAC 52.

Legal Reference: 92 NAC 52

Legal Reference: 34 CFR Parts 300, 303 and 304  
Neb. Rev. Stat. Sec. 79-1110 to 79-1167  
92 NAC 51, 52 and 55

Date of Adoption: [Insert Date]

## Internal Board Policies - Methods of Operation

### Agenda Construction and Control

- A. Written meeting agendas will be prepared by the Superintendent in collaboration with the President of the Board of Education. Any Board member may submit agenda items to be placed on the agenda by the Superintendent and the Board President.
  
- B. Control of the agenda is the responsibility of the Board President. Agenda items shall set forth the matter to be discussed at that agenda item. An agenda, kept continuously current, shall be readily available for public inspection at the office of the Superintendent of Schools of the [Name] School District during normal business hours. Except for items of an emergency nature, the agenda shall not be altered later than 24 hours before the scheduled commencement of the meeting. The School Board shall have the right to modify the agenda to include items of an emergency nature only by action taken at the public meeting at which the item is to be considered. Agenda items shall be sufficiently specific to advise the public of the issues to be discussed under that agenda item.

Legal Reference: Neb. Rev. Stat. Sec. 84-1411

Date of Adoption: [Insert Date]

Community RelationsTitle IX – Procedure for Complaints of Sexual Harassment**A. Complaint Procedure - Generally**

**1. Reporting Procedures:** All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

1. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
2. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
3. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
4. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
5. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator ~~may file a formal complaint and begin the following complaint procedure is:~~

**TITLE IX COORDINATOR CONTACT INFORMATION**

[Coordinator Name]

[Address]

[City, State, Zip]

[Phone Number]

[Email Address]

5. \_\_\_\_\_

**2. District Actions upon Report of Sexual Harassment or Sexual Misconduct:** Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic

understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process. The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated District rules or expectations. Allegations of sexual harassment or discrimination shall be investigated and, if substantiated, corrective or disciplinary action taken, up to and including dismissal from employment if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against an employee or student for reporting discrimination or harassment.

## **B. Formal Complaint Process**

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint: The Formal Complaint process is only available if the Formal Complaint alleges: (i) conduct which occurs on District grounds or property owned or controlled by the District; (ii) conduct which occurs in the context of District employment or an education program or District-sponsored activity within the United States, and (iii) conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories: (a) an employee of the District conditioning an aid, service, or benefit of the District on an individual’s participation in unwelcome sexual contact; (b) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District’s education program or activity; (c) sexual assault; (d) domestic violence; (e) dating violence; or (f) stalking.

2. Parties to a Formal Complaint: The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint: A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.

4. Immediate Actions Upon Receipt of Formal Complaint: Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other District policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties: (1) The complaint procedure as outlined in this policy; and (2) Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including (i) the identities of the parties involved, if known, (ii) the conduct allegedly constituting sexual harassment, and (iii) the date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint: Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involve possible criminal conduct, the District will notify the Complainant of his or her right to file a criminal complaint, and District employees will not dissuade the Complainant from filing a criminal complaint either during or after the District's investigation.

The Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting: (1) Support Person and/or (2) Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

(A) *Neutrality*: The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District’s education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

(B) *Burden of Production*: It shall be the Investigator’s burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the investigation will include, but is not limited to:

- i. Providing the parties with the opportunity to present witnesses and provide evidence.
- ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- iii. A consideration of various factors, including: (1) the nature of the conduct and whether the conduct was unwelcome, (2) the surrounding circumstances, expectations, and relationships, (3) the degree to which the conduct affected one or more students' education, (4) the type, frequency, and duration of the conduct, (5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, (6) the number of individuals involved, (7) the age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment, (8) the location of the incidents and the context in which they occurred, (9) the totality of the circumstances, and (10) other relevant evidence.
- iv. A review of the evidence using a “preponderance of the evidence” standard. To meet the “preponderance of the evidence” standard, the evidence must show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

(C) *Rights of the Parties*: The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

(D) Conclusion of Investigation: Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the ~~Decision-Maker~~Decision-Maker. The parties shall then have ten (10) calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the ~~Ffinal Iinvestigative Rreport~~ at the same time as the Decision-Maker.

6. Actions Taken By ~~Decision-Maker~~Decision-Maker Upon Receipt of Final Investigative Report: Upon receipt of the Final Investigative Report, the Decision-Maker~~Decision-Maker~~ shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will -provide each party, and the ~~Decision-Maker~~Decision-Maker with the answers provided by the opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination: Once the Decision-Maker~~Decision-Maker~~ has received the answers to relevant questions submitted by the parties, the ~~Decision-Maker~~Decision-Maker shall consider the answers and the Decision-Maker~~Decision-Maker~~ shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:

- (a) Identification of the allegations potentially constituting sexual harassment;
- (b) 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, and methods used to gather evidence;
- (c) Findings of fact supporting the determination;
- (d) Conclusions regarding the application of each recipient's code of conduct to the facts;
- (e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and
- (f) The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions: At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

### C. Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
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
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent.

Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.

The Superintendent shall give both parties a reasonable, and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

#### **D. Informal Resolution**

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

#### **E. Record Keeping**

The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings for a period of seven (7) years.

#### **B. Response to a Formal Complaint**

1. Filing Formal Complaint: An employee or student can allege sexual harassment by filing a formal complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail using the following contact information:

#### ~~TITLE IX COORDINATOR CONTACT INFORMATION~~

~~{Coordinator Name}~~

~~{Address}~~

~~{City, State, Zip}~~

~~{Phone Number}~~

~~{Email Address}~~

~~The formal complaint must be signed by the complainantComplainant or by the Title IX Coordinator. **The following procedures apply only in the event that a formal complaint is filed. All other allegations of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.**~~

~~2. — Immediate Actions upon Receipt of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall provide the following to all known parties: (a) the complaint procedure as outlined in this regulation; and (b) notice of the allegations of sexual harassment, including: (i) the identities of the parties involved, if known; and (ii) the conduct allegedly constituting sexual harassment; and (iii) the date and location of the alleged incident.~~

~~The parties to the formal complaint may select an advisor of their choice, who may be, but is not required to be, an attorney.~~

~~3. — Investigation of Formal Complaint: Upon receipt of a formal complaint, the Title IX Coordinator shall notify the Investigator. The Investigator will promptly investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint procedure. If the allegation(s) involves possible criminal conduct, the District will notify the complainantComplainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainantComplainant from filing a criminal complaint either during or after the District's investigation.~~

~~The Investigator will aim to complete its investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the formal complaint, the number of witnesses that may need to be interviewed, and whether the police are also conducting an investigation into the allegations. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as he or she deems necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.~~

~~(a) — Neutrality: The Title IX Coordinator, investigatorInvestigator, decision-makerDecision-Maker, or any person designated by the District to facilitate this complaint procedure, shall not have any conflict of interest or bias for or against complainantComplainants or respondentRespondents generally or an individual complainantComplainant or respondentRespondent. The District shall ensure that Title IX Coordinators, investigatorInvestigators, decision-makerDecision-Makers, and any persons who facilitate this complaint procedure shall receive training on the definition of sexual harassment in accordance with this regulation, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias. The District shall ensure that the individuals involved in the complaint procedure receive training on issues of~~

~~relevance of questions and evidence and on issues of relevance to create an investigative report that fairly summarizes relevant evidence.~~

- ~~(b) *Burden of Production:* It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding responsibility. To reach a determination, the investigation will include, but is not limited to:~~
- ~~i. Providing the parties with the opportunity to present witnesses and provide evidence.~~
  - ~~ii. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.~~
  - ~~iii. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.~~
  - ~~iv. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)~~
- ~~(c) *Rights of the Parties:* The respondentRespondent is entitled to a presumption that the respondentRespondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process.~~

~~The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence.~~

~~The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.~~

~~The Investigator shall provide the parties with the same opportunities to have others present during any complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice if the Investigator deems appropriate. However, the Investigator may establish restrictions regarding the extent to which the advisor may participate in the proceedings, if the restrictions apply equally to both parties.~~

~~The Investigator shall provide to all witnesses expected to attend a meeting notice of the date, time, location, participants, and purpose of all hearings within two (2) days of the meeting.~~

~~Up until the conclusion of the investigation, the parties shall have an equal opportunity to inspect and review any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint. This includes the evidence upon which the Investigator does not intend to rely in reaching a determination regarding responsibility and inculpatory or exculpatory evidence obtained from any source, so that each party can meaningfully respond to the evidence prior to conclusion of the investigation.~~

~~The District retains the right to place an employee on administrative leave during the pendency of an investigation. The District also retains the right to remove a student from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the respondent Respondent shall have the opportunity to challenge the decision for removal.~~

- ~~(d) *Conclusion of Investigation:* Prior to the conclusion of the investigation, the investigator Investigator shall send each party and the party's advisor, if any, the evidence that is subject to inspection and review in an electronic format or a hard copy. The parties shall then have ten (10) days to submit a written response, which the investigator Investigator will consider.~~

~~Once the investigator Investigator has considered the written statements of the parties, if any, and any questions of the parties, if any, the investigator Investigator shall create an investigative report that fairly summarizes relevant evidence. The investigator Investigator shall then submit the written investigation report to the decision-maker Decision-Maker. The parties shall each receive a copy of the final investigative report at the same time as the decision-maker Decision-Maker.~~

~~4. *Decision of Responsibility:* The decision-maker Decision-Maker shall review the investigative report. Prior to coming to a determination regarding responsibility, the decision-maker Decision-Maker shall provide ten (10) days for each party to submit written, relevant questions that a party wants asked of any party or witness, provide each party with answers, and allow for additional, limited follow-up questions from each party.~~

~~Once the decision-maker Decision-Maker has considered the written questions of the parties, if any, the decision-maker Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame as determined by the Title IX Coordinator. The decision-maker Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as complainant Complainant, respondent Respondent, or witness. The decision-maker Decision-Maker shall provide the written determination to both parties simultaneously. The written determination must include:~~

- ~~(a) Identification of the allegations potentially constituting sexual harassment;~~
- ~~(b) 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, and methods used to gather evidence;~~
- ~~(c) Findings of fact supporting the determination;~~
- ~~(d) Conclusions regarding the application of each recipient's code of conduct to the facts;~~
- ~~(e) A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the respondentRespondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the complainantComplainant; and~~
- ~~(f) The recipient's procedures and permissible bases for the complainantComplainant and respondentRespondent to appeal.~~

~~The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. Sec. 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.~~

#### ~~5. Supportive Measures and Disciplinary Actions:~~

~~Throughout the investigation, either party may be entitled to supportive measures. Supportive measures are non-disciplinary, non-punitive individualized services offered as appropriate, as reasonably available, and without fee or charge to the complainantComplainant or the respondentRespondent 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 recipient'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 to deter sexual harassment.~~

~~Supportive measures may include, but are not limited to, 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 shall maintain as confidential any supportive measures provided to the complainantComplainant or respondentRespondent, to the extent that maintaining such confidentiality would not impair the ability of the District to provide the supportive measures.~~

~~At the conclusion of the investigation, the decision-makerDecision-Maker may institute disciplinary measures to the respondentRespondent if the decision-makerDecision-Maker determines that the respondentRespondent engaged in sexual abuse or harassment. Disciplinary~~

~~measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and in the case of an employee, disciplinary action up to and including dismissal from employment. This policy does not limit or prohibit the District from instituting disciplinary measures if, in the course of the investigation, it determines that the complainant Complainant or respondent Respondent violated the student code of conduct.~~

~~The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.~~

### ~~C. — Appeals~~

~~If either party is not satisfied with the outcome of the investigation and the decision of the decision-maker Decision-Maker, they may appeal on the following basis:~~

- ~~1. — Procedural irregularity that affected the outcome of the matter;~~
- ~~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~~
- ~~3. — The Title IX Coordinator, investigator Investigator, or decision-maker Decision-Maker had a conflict of interest or bias for or against the complainant Complainant or respondent Respondent generally or the individual complainant Complainant or respondent Respondent that affected the outcome of the matter.~~

~~The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent of Schools.~~

~~Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties.~~

~~The Superintendent of Schools shall give both parties a reasonable and equal opportunity to submit a written statement in support of or challenging the outcome.~~

~~The Superintendent of Schools shall review the investigative report, decision-maker Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent of Schools shall provide the written decision simultaneously to both parties.~~

### ~~D. — Informal Resolution~~

~~If a formal complaint is filed, the District may offer the complainant Complainant and respondent Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:~~

- ~~1. Written notice to both parties disclosing: the allegations, the requirements of the informal resolution process, including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the formal complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;~~
- ~~2. The parties' voluntary written consent to the informal resolution process; and~~
- ~~3. That the allegations of the formal complaint do not involve any allegations that an employee sexually harassed a student.~~

~~**E. Record Keeping**~~

~~The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, any transcripts, or audio recordings pertaining to the investigative and appeal proceedings for a period of seven (7) years.~~

Legal Reference: Title IX

Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

The Board of Education shall keep minutes of all meetings showing the time, place, members present and absent, and the substance of all matters discussed. The resignation of a Board member or any other circumstance that results in a vacancy in office shall be made a part of the minutes.

The minutes shall be prepared by the secretary immediately following the meeting, shall be written, shall be available on the District's website and for inspection by the public and for distribution to the members of the Board within ten (10) working days, or prior to the next convened meeting, whichever occurs earlier, and shall be a part of the agenda for the next regular meeting at which time they shall be corrected, if necessary, and approved.

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours. The minutes shall also be available on the District's website for at least six (6) months.

~~The minutes may be kept as an electronic record.~~

Legal Reference: Neb. Rev. Stat. Sections 79-555; 79-570; and 79-577  
Neb. Rev. Stat. Sections 84-1408 to 1414

Date of Adoption: [Insert Date]

## Business Operations

### Internal Controls

The District will develop and maintain internal control procedures as required by law and in accordance with sound fiscal monitoring practices that will ensure appropriate oversight of state and federal funds. The following internal control procedures will be utilized for all federal grants:

Generally: If the District receives federal awards, grants, or other funds, the District will:

(a) Establish and maintain effective internal control over the federal award that provides reasonable assurance that the District manages the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. The District will endeavor to develop and maintain these internal controls consistent with the “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO);

(b) Comply with the U.S. Constitution, federal statutes, regulations, and the terms and conditions of the federal award;

(c) Evaluate and monitor the District's compliance with statutes, regulations and the terms and conditions of federal award;

(d) Take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; and

(e) Take reasonable measures to safeguard protected personally identifiable information and other information the federal awarding agency, or pass-through entity, designates as “sensitive” or the District considers sensitive, consistent with applicable federal, state, and local laws regarding privacy and responsibility over confidentiality.

Legal Reference: 2 C.F.R. § 200.303.

Management requirements: The District will manage equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until the District disposes of such equipment. The District will, as a minimum, meet the following requirements:

- 1) Maintain property records of the equipment (including equipment description, serial number or other identification number, source of funding, acquisition date, and the like);
- 2) Maintain a physical inventory procedure, with an inventory occurring at a minimum of every two (2) years;
- 3) Implement a Control System procedure;

- 4) Continue to develop and implement adequate maintenance procedures for the equipment;
- 5) Continue to develop and implement sales procedures for the equipment; and
- 6) Continue to develop and implement disposition procedure for the equipment.

Legal Reference: 2 C.F.R. §§ 200.313 & 200.33.

Procurement: The District will use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the requirement standards imposed by law, including:

- 1) A procedure for micro-purchases (Under \$10,000);
- 2) A procedure for small purchases (between \$10,000 to \$250,000);
- 3) A procedure for sealed bids;
- 4) A procedure for competitive proposals; and
- 5) A procedure for noncompetitive bids.

Legal Reference: 2 C.F.R. §§ 200.317 through 200.326.

Cross-Reference: Policies 3130 & 3131.

Record Retention: Financial records, supporting documents, statistical records, and all other related records pertinent to a federal award will be retained for a period of three (3) years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the federal awarding agency or pass-through entity in the case of a sub-recipient.

For all other records, the District will retain such records for the length of time as required by law.  
Legal Reference: 2 C.F.R. § 200.333.

Suspension and Debarment: The District will not contract with any entity or individual who has been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities. Before entering into a contract regarding a federal award, the District will verify that a vendor has not been debarred, suspended or otherwise excluded, and the District will maintain a copy of said verification.

Legal Reference: 2 C.F.R. § 200.213.

Financial Management: The District will maintain financial management systems to account for the federal funds, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award. These records will be sufficient to permit the District to prepare reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal award. The financial management system will provide for the following:

- 1) Identifying all of the federal awards received and expended and the federal programs under which they were received;

- 2) Ensuring that accurate, current, and complete disclosure of the financial results of each federal award or program are maintained in accordance with reporting requirements;
- 3) Identifying adequately the source and application of funds for federally-funded activities;
- 4) Ensuring effective controls over and accountability for all funds, property, and other assets;
- 5) Comparing actual expenditures with budget amounts for each federal award;
- 6) Ensuring payments of federal funds are made in accordance with applicable law, including 2 CFR § 200.305; and
- 7) Determining the allowability of costs in accordance with applicable law and the conditions of the federal award.

Legal Reference: 2 C.F.R. § 200.302.

Program Income: The District will consult with the federal awarding agency and refer to the applicable law and federal program terms and conditions to determine how to account for, deduct and otherwise handle income from federal programs.

Legal Reference: 2 C.F.R. § 200.307.

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

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

Legal Reference: 2 C.F.R. § 200.306.

Compensation: Compensation for personal services includes all remuneration for services of employees rendered during the period of performance under the federal award, including, but not limited to wages, salaries, and fringe benefits. Costs of compensation may be allowable under federal law and the federal grant to the extent that they satisfy the following requirements:

- 1) Is reasonable for the services rendered; and
- 2) Conforms to the established written expectations of the District, as applied consistently to both Federal and non-Federal activities.

If the District intends to charge compensation to federal awards, such charges will be based on records that accurately reflect the work performed, and will:

- 1) Be supported by a system of internal control which provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- 2) Be incorporated into the official records of the District;
- 3) Reasonably reflect the total activity for which the employee is compensated by the District, not exceeding 100% of compensated activities;
- 4) Encompass both federally-assisted and all other activities compensated by the District on an integrated basis, but may include the use of subsidiary records as defined in the District's written procedures;
- 5) Comply with the established accounting policies and practices of the District; and
- 6) Differentiate and account for the distribution of the employee's salary or wages among specific activities or cost objectives if the employee works on more than one (1) Federal award; a Federal award and non-Federal award; an indirect cost activity and a direct cost activity; two (2) or more indirect activities which are allocated using different allocation bases; or an unallowable activity and a direct or indirect cost activity.

Budget estimates will generally not be used to support charges to Federal awards but may be used for interim accounting purposes.

Legal Reference: 2 C.F.R. §§ 200.430 & 200.431.

Federal Funds for Construction Projects: For all federal awards, the District will comply with all applicable legal requirements, including the Davis-Bacon Act.

Legal Reference: 34 C.F.R. § 75.600, et seq.

Capitalization and Depreciation: The District will follow the rules for selected items of cost at 2 C.F.R. Part 200, Subpart E, when charging these specific expenditures to a federal grant. When applicable, District staff will check costs against the selected items of cost requirements to ensure the cost is allowable. In addition, federal, state, or program-specific rules, including the terms and conditions of the award, may deem a cost as unallowable and District personnel shall follow those requirements. The following rules of allowability apply to equipment and other capital expenditures:

A. Capital expenditures for general purpose equipment, buildings, and land are unallowable as direct charges, except with the prior written approval of the federal awarding agency or pass-through entity.

B. Capital expenditures for special purpose equipment are allowable as direct costs, provided that items with a unit cost of \$5,000 or more have the prior written approval of the federal awarding agency or pass-through entity.

C. Capital expenditures for improvements to land, buildings, or equipment which materially increase their value or useful life are unallowable as a direct cost except with the prior written approval of the federal awarding agency or pass-through entity.

D. Allowability of depreciation on buildings, capital improvements, and equipment shall be in accordance with 2 CFR § 200.436 and 2 CFR § 200.465.

E. When approved as a direct cost by the federal awarding agency or pass-through entity under Sections A - C, capital expenditures will be charged in the period in which the expenditure is incurred, or as otherwise determined appropriate and negotiated with the Federal awarding agency.

F. If the District is instructed by the federal awarding agency to otherwise dispose of or transfer the equipment, the costs of such disposal or transfer are allowable.

G. Any depreciation will be computed, charged, and recorded in a manner consistent with federal regulations and any requirements of the federal awarding agency.

Legal Reference: 2 C.F.R. §§200.436 & 200.439.

Maintaining Records: Financial records, supporting documents, statistical records, and all other District records pertinent to a federal award must be retained for the minimum period time as required by federal law or the terms of the federal awarding agency, whichever is longer in time. Legal Reference: 2 C.F.R. § 200.334.

Conflict of Interest: Notwithstanding any other Board Policies or Procedures, the District shall ensure that it avoids any conflicts of interest regarding any federal awards. The District will disclose in writing any potential conflict of interest to the federal awarding agency or pass-through entity in accordance with applicable federal awarding agency policy. Legal Reference: 2 C.F.R. § 200.112.

Unexpected or Extraordinary Circumstances: For all federal awards, if the District does not currently have in place a sufficient policy that addresses extraordinary circumstances, such as those caused by COVID-19, the District may amend or create a policy at a later date in order to put emergency contingencies in place for federal and non-federal similarly situated employees. If the conditions exist for charges to be made to the federal grant, then charges may also be made to any non-federal sources that are used by the District in order to meet a matching requirement. The District will take other steps to comply with federal award requirements in the event of unexpected or extraordinary circumstances.

Legal Reference: 2 C.F.R. § 200, et seq.

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of one hundred nine thousand dollars (\$109,000), or such sum as adjusted pursuant to Section 73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

1. Notice to Bidders: —The Administration shall prepare a notice to bidders containing a general description of the scope of the project being bid; the location of the project; the means of obtaining project documents, including plans and specifications; the date and hour bids will close; and the date, hour and place bids are to be returned, received and opened, and a provision that such bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders, when the hour is reached for the bids to close.
2. Regular Manner of Advertisement for Bids: The notice to bidders shall be published one time in a newspaper of general circulation in the School District. The notice shall be published at least seven (7) days prior to the date designated for the opening of such bids. The Board of Education or Administration may, in its sole discretion, elect to utilize further advertisement for bids as it may determine appropriate to secure a sufficient number of qualified bidders for the scope of the project.
3. Bid Opening: When the hour is reached for such bids to close, bids will be immediately and simultaneously opened in the presence of the bidders or representatives of the bidders.
4. Contract Award: The contract shall be awarded to the lowest responsible bidder as to the extent required by law. When not so required, the award shall be made on the basis of consideration of the contract award criteria determined appropriate by the Board or administration.
5. Performance and Payment Bonds. Whenever any contract is entered into for the erecting, furnishing, or repairing of any building or other public structure or improvement, the contractor shall be required, before commencing such work, to furnish a performance, labor and material payment bond. The bond requirement shall not apply, however, to any project bid or proposed which has a total cost of ten thousand dollars (\$10,000) or less unless the School Board or Administration includes a bond requirement in the specifications for the project. The bond shall be in an amount not less than the contract price. The bond shall be conditioned on the faithful performance of the contract and the payment by the contracting party of all laborers and mechanics for labor that is performed and of all material and equipment rental that is actually used or rented in connection with the improvement project and the performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

6. Retention of an Architect or Engineer. The School District shall not engage in the construction of any public works involving architecture or engineering unless the plans, specifications, and estimates have been prepared and the construction has been observed by an architect, a professional engineer, or a person under the direct supervision of an architect, professional engineer, or those under the direct supervision of an architect or professional engineer; provided that such requirement shall not apply to any public work in which the contemplated expenditure for the complete project does not exceed one hundred and eighteen thousand dollars (~~\$100~~118,000), as adjusted from time to time by Section 81-3445 or other applicable law.
  
7. Additional Procedures. Each bid for which a labor and material bond is required shall be accompanied by a bid bond or certified check in the amount of five percent (5%) of such bid unless the School Board or Administration waives such requirement. The Board of Education or Administration may provide for additional procedures for the procurement, opening and acceptance of bids as deemed appropriate for a particular project.

Legal Reference: Neb. Rev. Stat. Sec. 52-118; Neb. Rev. Stat. Sec. 73-101 *et seq.*; Neb. Rev. Stat. Sec. 73-106; Neb. Rev. Stat. Sec. 81-3445

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the [Name] Public School District to eliminate the influence of drugs, alcohol and other chemicals within the school environment and to educate students against the usage of drugs, alcohol and illegal substances. The District will implement regulations and practices which will ensure compliance with laws relating to drugs and alcohol, including: the Drug-Free Workplace Act and the Omnibus Transportation Employee Testing Act of 1991, and all regulations and rules promulgated pursuant thereto.

**Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held. The school district recognizes that the use, possession, or being under the influence of illicit drugs or alcohol constitutes a hazard to the positive development of students and employees and a substantial interference with school purposes.

1. The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the work place. Employees are also prohibited from possessing, using or distributing illicit drugs or alcohol, or being under the influence of illicit drugs or alcohol, on any district property or district sponsored event. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol in the work place or on duty time shall be a violation of the drug-free workplace.
2. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the work place or off duty time.
3. As a condition of employment, employees will abide by the District's drug-free workplace policies and notify the Superintendent or designee in writing of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) calendar days after such conviction.
4. Disciplinary sanctions, up to and including termination of employment and referral for prosecution, will be imposed upon employees who violate the aforementioned standards of conduct. Sanctions for violation thereof may include the requirement that the employee complete an appropriate rehabilitation program, reprimands, and non-renewal, cancellation, or termination of contract of employment.
5. Employees shall be advised through employee publications about drug and alcohol counseling and rehabilitation and reentry programs that are available.

6. Employees shall be furnished with a paper or digital copy of this policy.

This policy supplements and is in addition to all other policies, regulations, practices, procedures and contractual provisions regarding or related to the improper or unlawful possession, use, or distribution of illicit drugs and alcohol.

### **Section 2 Alcohol and Drug Testing**

The District will implement regulations and practices which will insure compliance with the Omnibus Transportation Employee Testing Act of 1991, the Moving Ahead for Progress in the 21<sup>st</sup> Century (MAP-21) Act, and all regulations and rules promulgated pursuant ~~theretoto~~ such Acts. Employees in "safety-sensitive" positions, as defined by the Act and regulations promulgated thereunder, including employees whose position requires a commercial driver's license (CDL), shall be tested for alcohol and controlled substances as required by law. (See attached Appendix "1"). Refusal to submit to such pre-employment testing, or testing positive, shall disqualify an applicant from employment. Reasonable suspicion, random, post-accident, return-to-duty, and follow-up testing shall also be conducted. Employees who test positive shall be immediately removed from safety-sensitive positions and shall be removed from employment.

Legal Reference: 41 U.S.C. §§701 to 707  
49 U.S.C. §§5331(b) and 31306; ~~and~~ 49 CFR Part 382

Date of Adoption: [Insert Date]

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, [NAME] PUBLIC SCHOOLS' COMPLIANCE POLICIES  
AND PROCEDURES, AND EDUCATIONAL MATERIALS**

The U.S. Department of Transportation (DOT) and the Federal Highway Administration (FHWA) have issued regulations requiring that individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs) be tested for controlled substances and alcohol and not engage in controlled substances use or alcohol misuse. Information concerning those regulations, [Name] Public Schools policies and procedures, and educational materials relating to controlled substances use and alcohol misuse is set forth as follows:

**(A) The persons designated by [Name] Public Schools to answer employee questions about these materials are:**

Superintendent of Schools  
Secondary Principal

**(B) The categories of employees who are subject to the provisions of the federal controlled substances and alcohol use and testing regulations are:**

Individuals who perform safety-sensitive functions and who are required to maintain a commercial driver's license (CDLs), including bus drivers and distribution and maintenance employees who are subject to driving commercial motor vehicles.

**(C) The term "safety-sensitive functions" means:**

- (1) All time waiting to be dispatched, unless the driver has been relieved from duty;
- (2) All time inspecting equipment or inspecting, servicing, or conditioning any commercial motor vehicle (i.e., a vehicle in excess of 26,000 pounds GVWR or designed to carry 16 or more passengers, including the driver) at any time;
- (3) All driving time (i.e., time spent at the controls of a commercial motor vehicle in operation);
- (4) All time, other than driving time, in or upon any commercial motor vehicle;
- (5) All time loading or unloading a vehicle, supervising, or assisting in the loading or unloading, attending a vehicle being loaded or unloaded, remaining in readiness to operate the vehicle, or in giving or receiving receipts for shipments loaded or unloaded;
- (6) All time spent performing the driver requirements of 49 CFR §§392.40 and 392.41 relating to accidents;
- (7) All time repairing, obtaining assistance, or remaining in attendance upon a disabled vehicle.

**(D) Employee conduct that is prohibited by the federal controlled substances and alcohol**

**use and testing regulations includes:**

1. **Alcohol concentration.**  
No driver shall 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. **Alcohol possession.**  
No driver shall be on duty or operate a commercial motor vehicle while the driver possesses alcohol.
3. **On-duty use.**  
No driver shall use alcohol while performing safety-sensitive functions.
4. **Pre-duty use.**  
No driver shall perform safety-sensitive functions within four (4) hours after using alcohol.
5. **Use following an accident.**  
No driver required to take a post-accident alcohol test shall use alcohol for eight hours following the accident, or until the driver undergoes a post-accident alcohol test, whichever occurs first.
6. **Refusal to submit to a required alcohol or controlled substances test.**  
No driver shall refuse to submit to a post-accident alcohol or controlled substances test, a reasonable suspicion alcohol or controlled substance test, or a follow-up alcohol or controlled substances test.
7. **Controlled substances use.**  
No driver shall report for duty or remain on duty requiring the performance of safety-sensitive functions when the driver uses any controlled substance, except when the use is pursuant to the instructions of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate a commercial motor vehicle.
8. **Controlled substances test.**  
No driver shall report for duty, remain on duty or perform a safety-sensitive function, if the driver tests positive for controlled substances.

**(E) The circumstances under which an employee will be tested for alcohol and/or controlled substances pursuant to the federal regulations include:**

1. **Pre-employment testing.**  
Prior to the first time a driver performs safety-sensitive functions, the driver shall undergo testing for alcohol and controlled substances. No safety-sensitive functions are to be performed unless the driver has been administered an alcohol test with a result indicating an alcohol concentration less than 0.04, and has received a controlled substances test result from the medical review officer indicating a verified negative test result.
2. **Post-accident testing.**
  - (a) As soon as practicable following an accident involving a commercial motor vehicle, each surviving driver:
    - (1) Who was performing safety-sensitive functions with respect to the vehicle,

- if the accident involved the loss of human life; or
- (2) Who receives a citation under State or local law for a moving traffic violation arising from the accident shall undergo a test for alcohol and controlled substances.
- (b)
    - (1) *Alcohol tests.* Shall be administered within two hours following the accident unless such cannot reasonably be done, and not more than eight hours following the accident.
    - (2) *Controlled substance tests.* Shall be administered within 32 hours following the accident.
  - (c) A driver who is subject to post-accident testing shall remain readily available for such testing or may be deemed by the employer to have refused to submit to testing. The driver shall be permitted to leave the immediate scene of an accident for the period necessary to obtain assistance in responding to the accident, or to obtain necessary emergency medical care, but shall otherwise remain readily available for testing.

### 3. **Random testing.**

- (a) Drivers shall be subject to random testing. The minimum annual percentage rate for random alcohol testing should be 25 percent of the average number of driver positions, or such minimum annual percentage rate as established from time to time by the FHWA. The minimum annual percentage rate for random controlled substance testing shall be 50 percent of the average number of driver positions.
- (b) The selection of drivers for random alcohol and controlled substances testing shall be made by a scientifically valid method. Under the selection process used, each driver shall have an equal chance of being tested each time selections are made.
- (c) The random alcohol and controlled substances tests shall be unannounced and the dates for administering random alcohol and controlled substances tests shall be spread reasonably throughout the calendar year.
- (d) Each driver who is notified of selection for random alcohol and/or controlled substances testing shall proceed to the test site immediately; provided, however, that if the driver is performing a safety-sensitive function at the time of notification, the driver shall cease to perform the safety-sensitive function and proceed to the testing site as soon as possible.

### 4. **Reasonable suspicion testing.**

- (a) A driver shall submit to an alcohol test when the employer has reasonable suspicion to believe that the driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations (except for possession of alcohol).
- (b) Under federal law, notwithstanding the absence of a reasonable suspicion alcohol test, a driver is prohibited from reporting for duty or remaining on duty requiring the performance of safety-sensitive functions while the driver is under the influence of or impaired by alcohol and must not perform or continue to perform safety-sensitive functions, until:
  - (i) An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; or
  - (ii) Twenty-four hours have elapsed following the determination that there is reasonable suspicion to believe that the driver has violated the prohibitions concerning the use of alcohol.

5. **Return-to-duty testing.**

(a) **Alcohol.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning alcohol and has not been terminated, the driver shall undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02.

(b) **Controlled Substances.** If a driver has engaged in conduct prohibited by the federal drug and alcohol testing regulations concerning controlled substances, and has not been terminated, the driver shall undergo a return-to-duty controlled substances test with a result indicating a verified negative result for controlled substances use.

6. **Follow-up testing.**

Following a determination that a driver is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances, the driver shall, if still employed, be subject to unannounced follow-up alcohol and/or controlled substances testing as directed by a substance abuse professional in accordance with the provisions of federal regulations.

Random, reasonable suspicion, and follow-up alcohol testing shall be conducted only when the driver is performing safety-sensitive functions, just before the driver is to perform safety-sensitive functions, or just after the driver has ceased performing safety-sensitive functions.

**(F) The procedures that will be used to test for the presence of alcohol and controlled substances, to protect the employee and the integrity of the testing processes, to safeguard the validity of the test results, and to ensure that those results are attributed to the correct employee include:**

The procedures outlined in 49 CFR 40, concerning procedures for Transportation Workplace Drug and Alcohol Testing Program, will be followed. This includes use of a "split sample" approach for drug testing and chain of custody procedures including documentation of screening aliquots.

**(G) An employee is required to submit to alcohol and controlled substances tests administered pursuant to the federal regulations.**

**(H) A "refusal to submit" to an alcohol or controlled substance test includes:**

*Refuse to submit* (to an alcohol or controlled substances test) means that a driver (1) Fails to provide adequate breath for testing without a valid medical explanation after he or she has received notice of the requirement for breath testing, (2) fails to provide adequate urine for controlled substances testing without a valid medical explanation after he or she has received notice of the requirement for urine testing, or (3) engages in conduct that clearly obstructs the testing process. A failure to remain readily available for post-accident testing, or to notify the employer of the need for such testing, or to proceed to the test site immediately for random testing, may be deemed by the employer to constitute a refusal to submit.

**The consequences for refusing to submit to an alcohol or controlled substances test are as follows:** A driver who has refused to submit to a required alcohol or controlled substance test is subject to the same consequences as a driver who has tested positive on an alcohol

(concentration of 0.04 or greater) or controlled substances test.

**(I) The consequences under the federal regulations for employees who have violated the federal regulations relating to controlled substances and alcohol use and testing include:**

The driver shall be removed from and not permitted to perform safety-sensitive functions. The driver shall be referred for evaluation by a substance abuse professional for a determination of what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances abuse.

Before a driver returns to duty requiring the performance of a safety-sensitive function after engaging in conduct prohibited by the federal regulations, the driver shall, if still employed, undergo a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance.

In addition, each driver identified as needing assistance in resolving problems associated with alcohol misuse or controlled substance use, if still employed,

- (i) Shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed, and
- (ii) Shall be subject to unannounced follow-up alcohol and controlled substances tests administered by the employer following the driver's return to duty.

The driver may also be subject to the penalty provisions of 49 U.S.C. § 521(b).

**(J) The consequences under the federal regulations for employees found to have an alcohol concentration of 0.02 or greater but less than 0.04 include:** Removal from safety-sensitive functions for a period of not less than 24 hours following administration of the test.

**(K) Information to assist employees in avoiding alcohol misuse and controlled substances use, signs and symptoms of an alcohol or a controlled substances problem, and available methods of intervening when such a problem is suspected:** Information will be made available by the counselor to employees upon request.

Date of Adoption: [Insert Date]

Internal Board Policies - Methods of OperationPublic Participation at Board MeetingsA. Attend

Members of the public shall be permitted to attend and to speak at board meetings. They will not be required to identify themselves as a condition for admission to the meeting.

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

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

<b>Legal Reference:</b>	Sections 79-570; 79-571; Sec. 84-1411 (3) and (6); Sec. 84-1412 (1) and (3)
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B. Hear

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

<b>Legal Reference:</b>	Sec. 84-1412 (7)
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C. Record

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

<b>Legal Reference:</b>	Sec. 84-1412 (1)
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D. Access to Written Materials

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

<b>Legal Reference:</b>	Sec. 84-1412 (8)
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E. Speak

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

Members of the public will not be required to have their name be placed on the agenda prior to the meeting in order to speak about items on the agenda.

Any member of the public desiring to address the body shall be required to identify himself or herself, including an address and the name of any organization represented by such person, unless the address requirement is waived to protect the security of the individual. ~~Members of the public who desire to address the Board will be required to identify themselves.~~

The President or chair for the meeting shall have the authority to establish reasonable time limits for individual speakers and for the duration of public forum sessions.

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

<b>Legal Reference:</b>	Sec. 84-1412 (1) (2) and (3)
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Date of Adoption: [Insert Date]

Community RelationsSex Offenders

The District considers the protection of our community from sex offenders to be a matter of significant importance. The Nebraska Sex Offender Registration Act provides notice to the public of registered sex offenders. As a result, the District will utilize the Nebraska Sex Offender Registration database to take steps to ensure that students, staff, and community members are protected from registered sex offenders.

No registered sex offender is permitted to enter upon District property or attend any District activities. If a registered sex offender desires to enter upon District property or attend any District activities, the registered sex offender must receive prior written permission from the Superintendent. The Superintendent, in his or her sole discretion, may or may not grant permission. If the Superintendent grants permission, the registered sex offender is bound by the terms or conditions imposed by the Superintendent. Any registered sex offender who does not receive permission to enter upon District property or attend any District activities, or who does not comply with the terms or conditions imposed by the Superintendent, will be considered a trespasser and law enforcement may be called.

The Superintendent is authorized to issue “no trespass” letters to registered sex offenders living in the community. The Superintendent is further authorized to notify law enforcement and any other interested persons when information is received that a registered sex offender may be expected on or near District property, including off-site buildings or District activities. The Superintendent may convey such information as is relevant and necessary to protect the public and to counteract the danger that a registered sex offender may be released pursuant to the Nebraska Sex Offender Registration Act.

Legal Reference: Neb. Rev. Stat. § 29-4001, et seq

Date of Adoption: [Insert Date]

# Friend Public School



## Preschool Handbook

2022-23

Friend Elementary School

501 S. Main Street

Friend, NE 68359

Derek Anderson, Superintendent

Elizabeth Stutzman, PreK-12<sup>th</sup> Principal

Amy Hottovy, School Counselor

Abby Brandt, Early Childhood Education Teacher/Kindergarten

Allison Meints, Early Childhood Education Teacher/Preschool

## **Welcome!**

The early childhood staff welcomes you to Friend Public School. The purpose of this booklet is to give you information about our program. We welcome your questions and comments.

### **Board of Education**

Jamie Tuttle -President

Tiffany Shonard-Member

Scott Spohn- Vice President

Tyler Bartels- Member

Nancy J. Vossler- Treasurer

Megan Weber- Member

Michele Johnson-Clouse-Secretary

### **Early Childhood Staff**

Derek Anderson, Superintendent

Elizabeth Stutzman, PreK-12<sup>th</sup> Principal

Amy Hottovy, School Counselor

Abby Brandt, Early Childhood Education Teacher/Kindergarten

Allison Meints, Early Childhood Education Teacher/Preschool

Teri Opfer, Speech/Language Pathologist

### **Important Phone Numbers and Email Addresses**

**Derek Anderson**, Superintendent: 402-947-2781 or [derek.anderson@friendschool.org](mailto:derek.anderson@friendschool.org)

**Elizabeth Stutzman**, PreK-12<sup>th</sup> Principal 402-947-2781 or [liz.stutzman@friendschool.org](mailto:liz.stutzman@friendschool.org)

**Amy Hottovy**, School Counselor, 402-947-2781 or [amy.hottovy@friendschool.org](mailto:amy.hottovy@friendschool.org)

**Abby Brandt**, Kindergarten 402-947-2781 or [abby.brandt@friendschool.org](mailto:abby.brandt@friendschool.org)

**Allison Meints**, Preschool: 402-947-2781 or [allison.meints@friendschool.org](mailto:allison.meints@friendschool.org)

## Mission and Goals

### Friend Public School

#### Philosophy of Education

The primary responsibility of the Friend Public School is to provide educational opportunities and experiences that meet the intellectual, social, physical, vocational, technological, cultural and aesthetic needs necessary for the development of the individual as a worthy member of society. The **educational** process shall be based upon the needs of the local and global community utilizing democratic principles. These principles of democracy shall be perpetuated by stimulating an appreciation of one's social responsibilities and by developing the interests and abilities enabling the student to assume the obligation to him/herself and society as well as respect for law, order and the rights of others.

#### Mission:

Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.

#### Belief Statements:

We believe each individual has value and dignity and is capable of life-long learning.

We believe in sustaining a progressive learning environment that is physically and emotionally safe for learning.

We believe education is a collaborative community responsibility.

We believe every student needs to be invested in all areas of their educational experience.

## TUITION

It is the goal of the Friend Public School's Preschool to provide quality, affordable early childhood experiences for all children. Therefore, **The Friend Board of Education will, at its discretion, waive all tuition fees for preschool attendance**, for the 2022-23 school year.

### Preschool Schedule

Arrival to school – hang up coats/backpacks, wash hands, and sign-in

Circle/Music/Calendar Time – a time to sing songs, work on the calendar, and share show-and-tell

Centers – students choose from a variety of play activities, learning through play and interacting with teachers and classmates

Story Time – interaction with a book to relate to the monthly unit

Small Group Time – children engage in more teacher-directed activities that relate to the monthly unit or pre-academic skills

Outside/Gym Time – physical activity at the end of a busy session helps to release energy as well as develop motor skills

Dismissal – go to the bus or meet parents to go home

### **Before and After School Supervision**

The Friend early childhood staff will not provide before or after school supervision. If you are providing transportation for your child, please arrive no earlier than 5 minutes before class. Please contact the school office if you will be arriving late to pick up your child, so that staff can reassure your child you are on your way. If you arrive after 8:00 (AM class) and 12:15 (PM class) you will need to take your child to the main office and check in before entering the classroom.

### **School Calendar**

The Friend early childhood program will follow the Elementary School calendar. If there is no school at the elementary school, there will be no preschool. If there is an early out scheduled on the calendar at 12:30, the morning preschool will stay until 11:15. If there is a 12:30 early out, there will be no preschool in the afternoon. If there is an early out scheduled on the calendar for 2:00, the afternoon preschool will be dismissed at 2:00.

Preschool will have class on Monday, Tuesday, Wednesday, and Thursday. There is NO preschool on Fridays.

### **Snow Days**

In the event of inclement weather, school cancellations will be broadcast on local television channels as well as on local radio stations. A message will also be received through our Blackboard Connect System. Specific information regarding school closing information will be posted on the school webpage (<http://www.friendbulldogs.org/>). The early morning news hour is the best time to listen to school closings.

### **Tornado, Fire, and Intruder Drills**

Tornado, fire, and intruder drills will be held periodically throughout the year to ensure proper procedures in case of emergencies. Each classroom will have exit routes posted. To prevent anxiety among the children about each drill, the early childhood staff talks about these drills ahead of time. We discuss why we have the drills and what sounds they might hear. Please talk to your children about tornado and fire safety at home and practice your own emergency plan, too.

### **Library**

Preschooler children (in the 4 year old class) will be allowed to check out one book when they attend the library. As with the older students the students must bring the book they currently have checked out back before being able to check out another one.

## **Meals**

Preschool receives snack daily

## **Visiting the building**

Due to possible distraction, supervision concerns and liability, students are not allowed to have a visitor follow them through their class schedule. Any deviations from this practice must be granted by the principal prior to the visit. For the safety of students and staff, all visitors (parent, patrons, etc.) must sign in at the main office.

Parents of students are encouraged to visit school for classroom parties or other special school events where guests are encouraged to attend. Visitors are required to report to the office upon arrival. Parents picking up students early should go to the office. The secretary will notify the preschool staff that you are waiting.

## **Friend School Parking**

The safety of the children is our primary concern and we request parents use extreme caution. Morning Preschool students may be dropped off and picked up on the West side of school, by the playground gate. Afternoon Preschool students will be picked up in the Kindergarten ramp area (east side of the school) or by the South Door. If you are planning on staying at school for an extended period of time, please park in a stall in the front of the school or in the East parking lot. If you arrive early, your child should go to the playground (weather permitting) or the West gym corridor (inclement weather). Both arrival locations are supervised by the Friend staff.

## **Attendance**

Preschool attendance is not mandatory. With that said, children should come regularly in order to gain the most from their preschool experience. The more the children are able to practice pre-Kindergarten skills, the better prepared they are for Kindergarten.

Please contact the school by phone if your child will be absent from school. Efforts will be made to contact parents if a student is absent and no contact has been made with the school. This practice will help ensure the safety of students in the preschool. Parent's cooperation is appreciated.

## **Student Valuables**

Please limit the number of items brought from home to school. There is always a risk of the item being broken or misplaced. The preschool student must keep the items they have brought from home in their backpacks. The school is not responsible for these items if they get lost or broken.

## **Playing Outside**

The preschool students will try to go outside daily, weather permitting. Please dress your children appropriately for the season. Also, remember to have your child wear appropriate shoes to preschool. Flip flops, dress shoes and cowboy boots are not appropriate to run on the playground or in the gym. Flip flops with straps around the heel are best if your child needs to wear flip flops.

## **Support Services for Children**

Special Education services are available to students who qualify for services. If you have a concern about your child's development (cognitive, fine or gross motor, speech, social-emotional development, hearing or vision concerns) please visit with Mrs. Meints, Mrs. Stutzman, or Mr. Anderson. The services are free to you as a family and we are willing to help however we can. Please see our school website for information on Child Find [www.friendbulldogs.org](http://www.friendbulldogs.org)

## **Health**

### **Bringing Medicine to School**

Friend Public School recognizes that at the present time, many children are only able to attend school because of the effective use of medications in the treatment of chronic disabilities or chronic and acute illnesses. Any student who is required to take medication during the regular school day must comply with the following school regulations.

1. Written authorization signed by the parent will be required for prescription medicine and will include:
  - a. Child's name
  - b. name of medication
  - c. time to be administered
  - d. dosage
  - e. duration
2. Prescription medications **must** be in the prescription bottle from the pharmacy otherwise they will **not** be administered at school, unless arrangements have been made with the school nurse.
3. Parents should check with the physician on the timing of medications. It may be possible to eliminate the need to give medications during school hours.
4. Over-the-counter medications brought from home will only be dispensed if in original container and a written authorization has been signed by the parent containing the same information as under #1 of this policy.
5. The parents of the child must assume responsibility for informing the school of any changes in the child's health or change in medication.
6. The school district retains the discretion to reject requests of administration of medicine.
7. Medication will only be dispensed by the school nurse or those appointed to do so by the school principal.

### **Exclusions for Health Reasons**

Please do not send your child to school if they have a fever or have vomited the evening before or the morning of a school day. Students who become ill while at school will be sent home when:

- \*they have a temperature of 100 degrees or above
- \*they vomit
- \*diarrhea (3 times during attendance)

Children should be fever free for 24 hours before returning to school. Students with contagious disease may be excluded from school.

- ❖ Whooping cough – only when cough has completed its duration or with a doctor’s permit
- ❖ Chicken Pox – when all scabs have dried up or disappeared, or with a doctor’s permit
- ❖ Pink eye – until recovery
- ❖ **Measles – two weeks from first appearance, or with doctor’s permit**
- ❖ Impetigo – only with doctor’s permit
- ❖ Mumps – until all swelling in front of ear has disappeared or with a doctor’s permit
- ❖ Scabies/head lice – written permission from doctor and/or parent. Specify treatment
- ❖ Scarlet fever – doctor’s permit

**Student Injuries**

In the event of an accident, it is essential that a current listing of emergency numbers be provided to the school. If parents/guardians cannot be contacted, a person listed on the emergency contact information will be called. This contact person should have a local telephone number and be willing to pick up the injured child or locate you.

**Birth Certificates and Immunization Records**

It is required for preschool students to have a copy of their birth certificate and current immunizations on record.

Please contact the school nurse with any questions. 402-947-2781

**Additional Items**

Every child’s backpack should have an extra set of seasonally appropriate clothing. This includes: socks, underwear, shorts or pants, shirts (short or long-sleeved).

Dress Code: Tank tops worn to school should have a 2 inch width shoulder. Spaghetti strap tank tops or dresses are not appropriate for school.

Girls’ Jewelry: Dangly type or hoop type earrings are not safe for a Preschool student to wear. Earrings could get caught while playing in the classroom or outside at recess.

**Friend Preschool Curriculum**

The information provided below will describe the preschool program for Friend Public School. The hope is that by sharing this information with you, you as parents and caregivers, will be better able to help your child use and make the most of what they learn in preschool.

**Curriculum**

Teaching Strategies GOLD is an authentic, observational assessment system for children from birth through kindergarten. It is designed to help us to get to know the children well – what they

know and can do, and their strengths, needs, and interests. There is very little direct testing required in order to obtain this information.

All students in the preschool program will be followed throughout the school year using the GOLD system. The information we gather will be shared with you in the fall and spring during visits. This tool measures the knowledge, skills, and behaviors that are most predictive of school success. Teaching Strategies GOLD has thirty-six objectives, which are organized into nine areas of development and learning.

These areas of child development and learning include: Social-Emotional, Physical, Language, Cognitive, Literacy, Mathematics, Science and Technology, Social Studies, and The Arts. All students in the preschool program will be followed throughout the year using the GOLD system. Some of the information being gathered will be shared with you in the fall and spring during visits. The students will also receive Haggerty lessons, which are focused on phonics, sounding out words, and early reading skills.

### **Peek at the Week**

At the end of each week, for each Preschool class, a copy of the Friend Preschool newsletter will be placed in your child's preschool folder or envelope. This sheet will highlight what will be addressed during the week pre-academically and socially. At times there will be ideas included for home related to our theme. It will also have a note regarding upcoming events and sometimes make a request for needed items from home or ask for parent assistance with an activity.

Read through the weekly note over the weekends with your child. You may do your own preparation for the upcoming week's theme by looking through books, talking about an experience you have had or finding information about this topic on the internet.

### **Show-and-Tell**

Students are assigned show-and-tell which is held on Thursdays. Talk with your child about the show-and-tell item so that he/she feels more comfortable telling the class about it. **We ask that children do not bring toy weapons to school since it is against school policy.** There may be times when we invite all the children to bring certain items from home to relate to the monthly unit. Look for this information on the monthly calendar or in a separate note sent home.

### **Backpacks/book bags**

Your child needs to bring a book bag or backpack each day to preschool. The children usually have at least one paper each day to bring home, as well as teacher notes, calendars, book order forms and their own artwork and projects.

### **Birthdays**

When your child has a birthday, you may bring/send treats for your child's class. The children who have birthdays in the summer will be celebrated in May.

## **Discipline Policy**

**Timeout #1**= The student will put a *yellow card* by their name on the timeout chart to remind them to slow down and think about their actions. The student received a timeout because they broke a classroom expectation set by the classroom teacher.

**Timeout #2**= The student will put a *red card* by their name on the timeout chart to remind them to stop and think about their actions. A second timeout means the student has broken two classroom expectations set by the classroom teacher. A note will also be sent home to the parent/guardian detailing the expectations broken. The parent/guardian will sign and return the note the next school day with the student.

**Timeout #3**=The student will put a *black card* by their name on the timeout chart, and they will spend time in the Principal's office. Parents/guardians will be contacted.

Enjoy the school year!

# Friend Public School



**2021-2022**

## **Elementary Student Parent Handbook**

Any day a student is absent, parents are to contact the school at 947-2781 to inform the office of the nature of the absence, and how long parents anticipate the child to be out of school.

This handbook is intended to provide general information about the operation, practices, and procedures of the school district. It also sets forth the rules and regulations of the school and the behavioral standards for students. The student handbook does not form a contract, and the Board of Education may change the rules, regulations, or handbook provisions at any time.

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# STAFF

Superintendent.....Mr. Derek Anderson  
Principal.....Mrs. Elizabeth Stutzman  
School Counselor.....Ms. Amy Hottovy

## Teachers:

Preschool .....	Mrs. Allison Meints	K-6 Resource.....	Mrs. Amy Wiese
Kindergarten.....	Mrs. Abigail Brandt	Title 1 .....	Mrs. Kristen Sherman
1 <sup>st</sup> Grade.....	Miss Nicole White	Speech/Language.....	Mrs. Teri Opfer
2 <sup>nd</sup> Grade.....	Miss Keeley Kroecker	P.E. ....	Mr. Nate Baber
3 <sup>rd</sup> Grade.....	Mrs. Alexandra Clouse	Vocal Music/Band.....	Miss Hayley Heath
4 <sup>th</sup> Grade.....	Mrs. Stephanie Svehla	Art .....	Mr. Brian Arp
5 <sup>th</sup> Grade .....	Mrs. Lori Vyhnalek	Media/Tech.....	Mrs. Lori Klooz
6 <sup>th</sup> Grade.....	Mrs. Sue Eigsti		

## Para-Professionals:

Mrs. Cortney Kenney  
Mrs. Julie Bartels  
Mrs. Joyce Nickel  
Mr. Jon Schluter  
Mrs. Erika Arp  
Mrs. Melissa Pedersen

## Office Support:

Mrs. Kim Hulse  
Ms. Michele Johnson-Clouse  
Mrs. Stacy Kirchhoff

## Bus Drivers:

Mr. Randy Kirchhoff  
Mr. Dave Michl

## Kitchen:

Mrs. Dawn Schluter  
Mrs. Doris Jiskra  
Mrs. Darlene Grant  
Mrs. Judy Kunert

## Custodial:

Mr. Jeff Hill  
Mrs. Deb Hulse  
Miss Colleen Foote  
Mr. Kevin Steffenson  
Mr. Will Yokel

## **MISSION STATEMENT OF FRIEND PUBLIC SCHOOL**

Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.

### **PHILOSOPHY OF EDUCATION**

The primary responsibility of the Friend Public School is to provide educational opportunities and experiences that meet the intellectual, social, physical, vocational, technological, cultural and aesthetic needs necessary for the development of the individual as a worthy member of society. The **educational** process shall be based upon the needs of the local and global community utilizing democratic principles. These principles of democracy shall be perpetuated by stimulating an appreciation of one's social responsibilities and developing the interests and abilities enabling the student to assume the obligations to him/herself and society as well as respect for law, order and the rights of others.

### **INSTRUCTIONAL GOALS**

**The instructional goals of the Friend Public School are as follows:**

- To encourage the participation of students, faculty, administration, the Board of Education and the community in the development of a unified and comprehensive program;
- To provide the system with facilities and equipment needed to develop the programs of the school and to maintain faculty and staff, which accepts and works toward these responsibilities;
- To incorporate in the curriculum certain essential knowledge and skills needed by all individuals for daily living;
- To improve an academic program cognizant of each students' needs and abilities;
- To provide for the mental and physical well-being of each student through a coordinated program at all grade levels;
- To instill in students an appreciation of the beauty in Fine Arts which will enable them to enjoy and contribute to their cultural and aesthetic heritage;
- To maintain a program which encourages students to participate in activities outside the academic area which will enable them to enlarge their total educational and cultural development;
- To produce in the students a positive self-concept with growth in the moral aspects and responsibilities of life;
- To promote communication, cooperation and acceptance between the school and community by encouraging the mutual participation in civic and school activities;
- To include studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans, and European Americans;

### **ENROLLMENT IN FRIEND PUBLIC SCHOOL**

The State of Nebraska and the Friend Board of Education each have specific required information that each student must submit prior to the initial entrance of a Friend Public School:

- Birth Certificate.
- Written evidence of a health examination by a qualified physician and administered within six months prior to entrance. This includes all incoming kindergarteners and all students transferring from out of state. (Required immunizations are listed on page 17.)
- A record of immunization as determined by state law and the Nebraska Department of Health regulations.
- Vision exam
- Prior school records and grades, when applicable.
- A copy of Court Order of Guardianship if child is not with legal parent.
- Upon entering the Friend School, parents and students will be given forms and a Student Handbook. The forms should be returned to the school upon the requested date.

•This handbook outlines the policies and procedures of the district. In addition, these programs are offered: Title 1, free and reduced lunch, transportation, speech and language services, resource program, and a High Ability Learner program.

## ACADEMICS

### MULTICULTURAL EDUCATION PHILOSOPHY

It is the philosophy of the district as well as the mission of the district to provide learning experiences for students to obtain knowledge about and respect for the diversity and commonalities of the cultures, histories, and contributions of African Americans, Hispanic Americans, Native Americans, and Asian Americans and to adequately stress the contributions of all ethnic groups.

### GUIDANCE

Counseling seeks to help students assume responsibility for making plans and decisions. The counselor gathers and organizes information about students from conferences with parents, teachers, students, grades, standardized test scores, and information forms. The counselor works with the students on their social and emotional needs to be successful.

### SPECIAL EDUCATION IDENTIFICATION

All children with disabilities, including children with disabilities attending nonpublic schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are eligible for these services.

### PROMOTION and RETENTION

Decisions on promotion and retention are made primarily by the classroom teacher. In some cases, more input may be gained from additional teaching staff, administrators, support staff, and parents. Friend Public School staff will strive for consensus among all these stakeholders.

### REPORT CARDS/PROGRESS REPORTS

Report cards are sent home at the end of each quarter.

Progress reports are sent home on a need by need basis and include news updates for the school and classroom.

### PARENT – TEACHER CONFERENCES

Parent - Teacher conferences are held twice a year (fall and late winter). Parents are highly encouraged to attend. Participation in your child's education sends a strong message to your child(ren).

### LATE WORK ASSIGNMENT POLICY

Each student is responsible for their missed assignments when they are absent or just not turned in on time. The student should see each teacher to verify the assignments or homework needed to make-up the work missed or not completed. This may be the same assignment done in the classroom or other work that may be substituted. Late assignments will fall under the following guidelines:

1. Late work does not have to be accepted after ten (10) school days. Work turned in after that time does not have to receive credit. Teachers or administrators may approve special timetables for make-up work in special circumstances.
2. Each grade level will give students a late-assignment policy that will be followed in that class. This policy may be stricter than noted above, but not more lenient. A student is responsible to know these policies. The teacher may note what deductions of the grade may occur for late assignments and other guidelines that pertain to make-up or late work.

### MISSED WORK ASSIGNMENT POLICY

It is the student's responsibility to make up any work or tests missed due to being absent. Students will be given 2 days make-up time per day of absenteeism. The maximum make-up time will be 5 school days. After that time, no credit has to be given for the work/assignments. Teachers or administrators may approve special timetables for make-up work in special circumstances. If a student needs to leave during the school day for an illness, it is not expected of the teacher to gather materials for the remainder of that current school day before the sick child is picked up to go home. It is the parent's responsibility to meet/make a plan with the teacher to gather their child's / children's assignments.

## STUDENT ATTENDANCE

Friend Elementary has taken steps to ensure the accounting and safety of all students. In order to accomplish this, we must have the support of the home. Therefore...

1. **The day of the absence, parents are to contact the school at 947 - 2781. Inform the office of the nature of the absence, and how long they anticipate their child to be out of school.**

2. These calls should be made between 7:45 a.m. and 8:15 a.m. so we can check on the safety and whereabouts of our students.
3. The school will contact parents at numbers listed on the enrollment card, i.e. home phone number, work numbers, and emergency numbers when prior notification has not been received.
4. **We also request a note be given to the office following the absence if it is a medical condition.**
5. If homes do not have phones, it still becomes the parent's responsibility to notify the school of the absence.
6. **If a student is missing school due to a medical appointment, the parents/guardian need to provide a doctor's note to the school for the absence to be counted as "excused". If the school does not receive a doctor's note within 1 day of the appointment, the absence will be counted as "unexcused".**

### ATTENDANCE POLICY and PROVISIONS

School is a full-time job; therefore, students are expected to be in attendance for all classes throughout the year. **Students who are absent from school lose out on valuable explanations of material, interaction with their teachers and peers, and often perform at a level below their potential.** State law requires students to be in attendance a minimum of 1032 hours a year. **(Nebraska State Law 79 - 209) A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age. (Policy No. 5008).**

2. When a student accumulates the equivalent of (5) absences during any quarter, a conference may be necessary to determine what can be done to improve the attendance pattern as well as administrative investigation into the absences.

3. **Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per day basis for elementary students**

4. Students are considered tardy if they are not in their assigned classrooms when class begins at 8:05 a.m. When students are tardy, they should report to the main office to receive an "admit slip" to class.

Possible Consequences include, but are not limited to:

- a. Mandatory before/after school study time.
- b. Mandatory parental conference.
- c. Referral to County Attorney.
- d. Referral to Law Enforcement Agencies.
- e. Referral to Social Services for educational neglect.
- f. Retention at grade level.
- g. Possible school suspension.
- h. A doctor's verification of illness.

5. Students who are absent from school for all or part of a day must bring a note from their parent/guardian or have the parent/guardian call the school prior to 8:15 a.m. on the day of the absence. Notes should be brought with the student upon their return to school if the absence was due to a medical concern. **If no note or phone call is received within 1 day, the absence will be considered unexcused.**

6. Students who want to leave at any time during the day must have permission from their parents. This permission may be obtained by having the parent call the school or by bringing a note. Any other requests will be denied.

7. Excessive Absenteeism:

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

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

A student is considered truant if he/she is not in their assigned classroom and does not have permission for the absence. Students who are determined to be truant from school will be subject to the following consequences:

- a. First Offense – Parental contact made in order to determine student’s absenteeism. The parent is given a chance to locate the child and return him/her to school. If the child is not located, the police are notified of the truancy. The child will make up the time and assignments that are missed during their absence.
- b. Second Offense – Same as the first offense with the addition of one (1) day of in-school suspension.
- c. Third Offense – Same as the first offense with the addition of two (2) days of in-school suspension and referral to the County Attorney and/or Child Protective Services.
- d. Fourth Offense – Suspension from school with the recommendation for alternative education services.
- e. Students truant from school will have (5) school days upon their return to school to earn credit for any missed work and tests.

## **STUDENT RIGHTS, CONDUCT, RULES, and REGULATIONS**

### **DISCIPLINE POLICIES**

The basis for an education is to prepare the student for the demands of the adult world, its challenges and its problems. The rules and standards of student conduct contained herein are intended to provide notice to students as to the conduct prescribed or required of them and of the responsibilities of the students in the Friend Public School System. Students are required to conduct themselves in a respectable manner, be considerate of other pupils’ rights and make the best use of the opportunities available. Permission to remain in class is based on good behavior. Attendance ends as soon as the pupil shows an unwillingness to observe the regulations of the particular class and shows lack of cooperation.

The rules and standards in this section apply to all school buildings or any school ground during, immediately before, or immediately after school hours. They also apply to any school-sponsored function or event whether on or off school grounds. This section does not define all types of aspects of student conduct: however, the Board of Education has the responsibility to set forth policies, rules, and regulations to help students conduct themselves in a proper manner as reasonably good citizens of the school community.

### **DISCIPLINE PROCEDURE**

**Timeout #1**= The student will put a *yellow card* by their name on the timeout chart to remind them to slow down and think about their actions. The student received a timeout because they broke a classroom expectation set by the classroom teacher.

**Timeout #2**= The student will put a *red card* by their name on the timeout chart to remind them to stop and think about their actions. A second timeout means the student has broken two classroom expectations set by the classroom teacher. A note will also be sent home to the parent/guardian detailing the expectations broken. The parent/guardian will sign and return the note the next school day with the student.

**Timeout #3**=The student will put a *black card* by their name on the timeout chart, and they will spend time in the Principal’s office. Parents/guardians will be contacted.

In the event in which the school standard discipline procedures (Timeouts) are ineffective with a student, the classroom teacher and the administration may choose to put a child on a more specific behavior plan/chart to ensure positive behaviors are being met and followed to help the student succeed.

### **DISCIPLINE PHILOSOPHY**

It is the intent of the district’s discipline philosophy to provide clearly stated classroom rules, be consistent, use logical consequences when possible, and communicate with parents **when necessary**. Teachers are encouraged to contact parents when problems arise. Likewise, parents are encouraged to maintain this two-way communication.

### **STUDENT CONDUCT**

Students have an opportunity to learn by sharing some of the responsibility for creating a good learning environment. To help maintain a quality instructional environment for all students attending Friend Public School, all students are expected to refrain from the following conduct.

#### **Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment:**

The failure to refrain from the following conduct shall constitute grounds for long-term suspension, expulsion, or mandatory reassignment, subject to the procedural provisions of the Student Discipline Act, Neb. Rev. Stat. § 79-254 through 79-296, when such activity occurs on school grounds, in a vehicle owned, leased, or contracted by a school being

used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event:

- a. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
- b. 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;
- c. 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;
- d. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
- e. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon;
- f. Engaging in the 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 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);
- g. Public indecency;
- h. Sexually assaulting or attempting to sexually assault any person. In addition, 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, the student is subject to suspension, expulsion, or mandatory reassignment regardless of where the conduct took place. For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in sections 28-319 and 28-320, as such sections now provide or may hereafter from time to time be amended;
- i. Truancy or failure to attend assigned classes or assigned activities;
- j. Tardiness to school, assigned classes or assigned activities;
- k. 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;
- l. Dressing in a manner which is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distractive or indecent to the extent that it interferes with the learning and educational process. (Further dress code information is provided in a later section).
- m. Willfully violating the behavioral expectations for those students riding Friend Public School buses.
- n. 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
- o. A repeated violation of any rules and standards validly established by the Board of Education or school officials if such violations constitute a substantial interference with school purposes.
- p. In addition, a student who engages in the following conduct 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 shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a) The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or,
  - b) The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
- q. In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one-year expulsion requirement on a case-by-case basis, provided that such modification is in writing. The term “to school” or “at school” means 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. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:
  - a) Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
  - b) The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.

- c) A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
  - d) The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.
- r. Student Appearance Policy: Students at Friend Public School are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
- 1. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps - straps less than 1", "Tarzan" shirts, sagging pants);
  - 2. Clothing or jewelry that advertises beer, alcohol, tobacco, or illegal drugs;
  - 3. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play";
  - 4. Head wear including hats, caps, hoods up on hooded sweatshirts, and bandanas;
  - 5. Clothing or jewelry, which exhibits nudity, makes sexual references or carries double meanings.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The Principal or Superintendent will make the final decision regarding attire and grooming. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office.

Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code, the student will have the opportunity to change clothing, and the student may call home for proper apparel. If the student will not change clothing, or other clothing cannot be found, or clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day.

Continual violations of the dress code will result in disciplinary actions under the Student Code of Conduct. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in discipline, up to expulsion.

## **FORMS OF SCHOOL DISCIPLINE**

### **Short-term suspension:**

Students may be excluded by the Principal or his designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

- 1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
- 2. Other violations of rules and standards of behavior adopted by the Friend Public School Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- 1. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- 2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- 3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

### **Long-term suspension:**

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

**Expulsion:**

1. **Meaning of Expulsion.** Expulsion shall mean exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. The Principal may suspend a student immediately, regardless of the fact that a hearing was requested within 5 days of notice of expulsion or long term suspension by the school, if the Principal determines that such immediate suspension is necessary to prevent or substantially reduce the risk of: (a) interference with an educational function or school purpose, or (b) personal injury to the student, other students, school employees, or school volunteers. Although the preferable practice is that the principal make such determination in writing, nothing in this policy shall so require. If no hearing is requested, the immediate suspension will continue until the date the long-term suspension, expulsion, or mandatory reassignment takes effect. If a hearing is requested, the suspension will continue until the date the Hearing Examiner files the report of his or her findings with the Superintendent, if the Principal has made a determination as above described.
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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district, and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The determination of whether the students' participation and conduct has been satisfactory or not shall be made by the Principal or the Principal's designee.
4. **Students Subject to Juvenile or Court Probation.** Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

**Other forms of student discipline:**

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but 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. The actions may also include in-school suspensions, detentions, or time-outs during the day. When in-school suspensions, detentions, time-outs, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

A principal (or designee) may determine that it is necessary to exclude a student from classes. In-school suspension or time-out may be used as an alternative to out-of-school suspension. The decision to remove a student from the classroom setting is made after a staff member has investigated the facts. Every attempt to notify the parent/guardian in a timely manner will be made, but it is important to understand that parents are not always readily available when a decision to exclude a student needs to be made. Disruptive behavior during the school day may result in an immediate time-out period spent in an isolated area, if available. The time-out will not exceed one (1) full day. In-school suspension will not exceed more than three (3) consecutive school days. Students are expected to complete class assignments and /or other assigned material during this time, and they will receive classroom credit for work appropriately completed.

### **REPORTING STUDENT LAW VIOLATIONS**

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

### **DUE PROCESS PROCEDURE**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his or her designee shall serve by registered or certified mail or by personal service the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal or assistant Principal.
  - (b) The penalties to which the student may be subjected and the penalty which the Principal, or his or her designee has recommended in the charge.
  - (c) A statement explaining the student's right to a hearing upon request on the specified charges.
  - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.

- (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
  - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee shall automatically go into effect.
  6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the punishment 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.
  8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

**Hearing Procedure:**

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.
3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the Friend Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. Legal counsel may represent the student or the student's parents or guardian or both. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn there from. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.

7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.
12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations, which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
14. Final Decision of Board of Education. The final decision of board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

## **ADDITIONAL STUDENT CONDUCT RULES**

The following additional student conduct rules are established. Failure to comply with such rules, including repeated violations, is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event.

### **CLASS CONDUCT**

**The basic right of class membership is contingent on non-infringement of the rights of others. The classroom teacher shall maintain a proper atmosphere conducive to good instruction.** Pupils will conduct themselves in a respectful manner, be considerate of other people's rights, and make the best of the opportunities available. Faculty, staff, and substitute teachers will be addressed as Mr., Mrs., Miss, Ms., or Dr. depending on their preference. The privilege to remain in class is based upon good behavior. No cursing or abusive language will be tolerated. Offenders may be suspended from the class or from school. Students are not permitted to sit on tables or counter tops and are prohibited from placing their feet on top of tables, chairs, or counter tops.

Any school sanctioned or sponsored event is considered a legal extension of the classroom and all school rules apply. This includes activities at other locations as well as local events.

### **STUDENT CONDUCT AT ACTIVITIES**

We encourage and expect parental support in the fostering of proper conduct at all school activities, elementary and high school. Students are subject to school rules while attending school-sponsored events.

### **PLAYGROUND RULES**

1. Always follow directions of playground supervisors.
2. Be kind, respectful, honest, and courteous to everyone.  
(Fighting, kicking, hitting, leaving people out of games, and saying mean things are not allowed.)
3. Use safety at all times when playing on the playground equipment.
  - Keep hands and feet inside the slide, and students cannot climb UP the slides.
  - No jumping out of swings
  - No standing in swings or on top of the monkey bars
  - No climbing or walking on tunnels
  - Students are not allowed to play tag on or around the equipment
  - Students cannot throw rocks/wood chips
  - Students must pick up recess equipment before coming back into the school.
4. When playing a game, be fair, take turns, and show good sportsmanship.
5. Ask for permission BEFORE you...
  - Go back into the school
  - Get a ball out of the street
6. No cutting in line or saving spots in a line for a classmate.
7. Enter and exit the school quietly – use your “indoor voice.”

### **HALLWAY RULES**

Always walk, do not run, talk softly so other classes are not interrupted, and keep your hands to your sides.

### **LUNCHROOM RULES**

1. No yelling
2. Use proper table manners
3. Clean up the area where you ate lunch
4. No cutting in line or saving spots in a line for a classmate
5. Walk, do not run when entering or leaving the lunchroom

### **BUS CONDUCT**

The bus is an extension of the classroom with similar rules of behavior. It is extremely important for safety reasons that students observe basic bus rules when riding. The directions of the driver should be followed without question. Follow these bus rules:

1. The bus driver may assign seats
2. Be courteous
3. No profanity
4. No eating or drinking on the bus; keep the bus clean
5. Remain seated, until the bus comes to a complete stop.
6. Keep your hands and head inside the bus and out of the aisles.
7. For your own safety don't distract the driver through misbehavior
8. If listening to music it must be school appropriate and you must have headphones on.

When the bus driver reports student misconduct to the principal, the parent and student will receive notification including the nature of the offense. Except in cases of severe misbehavior and/or disrespect the following sequence will be followed.

- A. First notification will be a warning.
- B. Second notification will result in a three-day suspension from riding, and/or possible short-term suspension, long-term suspension, or expulsion.
- C. Third notification will result in suspension from riding for the remaining portion of the semester, and/or possible short-term suspension, long-term suspension, or expulsion.
- D. Fourth notification will result in suspension from riding for the remainder of the year, and/or possible short-term suspension, long-term suspension, or expulsion.

### **FIELD TRIP CONDUCT**

Field trips are planned for educational purposes to meet classroom objectives. These objectives might include specific curricular activities, and/or celebrations of accomplishments. Field trips are a privilege. Decisions to exclude a student from a field trip are based on attendance, grades, late/missed work, behavior, conduct, or any combination of reasons, or any other reason deemed appropriate by the principal. Students will be held to the same rules they follow when regular class is in session.

### **BULLYING**

Friend Elementary School Definition: Bullying is when a more powerful person or group keeps doing hurtful acts or saying hurtful words. (This does not include fighting or quarreling between people of roughly equal power or strength.) Examples include but are not limited to: Persistent, unwanted joking and teasing; Name calling; Unwanted comments; Disrespect for another person's property; Leaving people out of activities/isolation/excluding/rejecting; Threatening

people; Gossip and/or rumors; Public humiliation; Making people do things they don't want to do; and Rating or Ranking of personal characteristics. Please report bullying to a trusted adult if you are getting bullied or you know someone that is getting bullied.

## **SPECIFIC RULE ITEMS**

### **VISITORS**

Due to possible distraction, supervision concerns and liability, students are not allowed to have a visitor follow them through their class schedule. Any deviations from this practice must be granted by the principal prior to the visit. For the safety of students and staff, all visitors (parents, patrons, etc.) must sign in at the main office.

### **SCHOOL VISITATIONS BY PARENTS**

We welcome parents to visit their child's classroom for classroom parties or other special school events where guests are encouraged to attend, as it is a healthy boost to your child's pride when you come to school. There will be many opportunities for you to visit throughout the year. We hope your schedule allows you to participate.

### **PLAYGROUND**

The playground is unsupervised during non-school hours. However, individuals using the school playground during non-school hours are expected to adhere to the playground rules that have been established for acceptable playground behaviors during school hours—please refer to those rules on pages 13-14.

### **LOST and FOUND**

Lost items should be reported to the office. The office will seek to return each article found to its rightful owner. The "lost and found" is located in the Commons Area. Any articles unclaimed will be disposed of in a manner determined by the principal throughout the school year. It is not permissible to leave bags, books, or articles of clothing in the gym or hallways for extended periods of time.

### **ACCIDENTS**

Students are required to report any accident occurring in school that results in an injury. Students should report to a school staff member. When a child is injured or is ill at school and it is deemed necessary that treatment is beyond that which can be administered by school personnel, the parent is contacted and asked to come for the child. In case of emergency, the procedures designated by the parents on the Student Enrollment Card will be followed. Unless parents or guardians expressly forbid, in case of dire emergency the school will call a physician or the Friend Rescue Squad for assistance. Please inform the school of any changes in procedure that arise.

### **APPROPRIATENESS OF ITEMS AT SCHOOL**

It is difficult to make a blanket policy on small items that children bring to school to show to their teacher and classmates. We will permit children to bring those items if they serve a school purpose. It must be understood that it is the responsibility of the child to bring and return these items safely. The school or teacher cannot accept the responsibility for such items becoming broken or stolen. Pets are not allowed at school. Should an occasion arise when a child wishes to show a pet to the class, arrangements should be made with the teacher ahead of time. The school is not responsible for lost, stolen, or damaged personal items.

### **SCHOOL PARTIES**

The classroom teacher will organize room parties. Usually we honor 3 room parties a year – Halloween, Winter break, and Valentine's Day. Birthday treats are welcomed on the celebrated days and if treats are to be passed out, all must have a choice of taking one or not. Party invitations may be distributed at school only if every child in the class will be receiving one.

### **LUNCH PERIOD AND SCHOOL LUNCHES**

The school has available to its students a Hot Lunch Program. Students may purchase meals if they desire. Free and Reduced Lunch applications are available to all students, and any information received will remain confidential. Based on family income, students may qualify to receive free meals, or pay a reduced price of **30 cents** for breakfast and **40 cents** for lunch (these prices may vary based off of state regulations). A lunch count will be taken in the first period each day to assist the cooks in planning. Students should make sure they clean up the area around them when they finish eating in the cafeteria. A parent/guardian will be notified weekly when their student's account balance falls below zero.

Nondiscrimination Statement: In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering

USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA. Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800)8778339. 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](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 complete 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](mailto:program.intake@usda.gov). This institution is an equal opportunity provider.

#### **GUM AND CANDY**

Neither gum nor candy are allowed during school hours unless provided by the classroom teacher or principal due to a special occasion.

#### **SEARCHES OF STUDENT'S PROPERTY**

An administrator or the administrator's designee may search a student's property (including, but not limited to, the contents of the student desk, locker, automobile, pockets, purses, gym bag, or backpacks) when there is reasonable cause to believe that search will disclose evidence of violation of a statute, board policy, or school rule.

#### **POLICE QUESTIONING OF STUDENTS**

The school will cooperate with law enforcement agencies so that the rights of the school, the home, civil authorities, and individuals are understood and protected. Law enforcement agencies/social services may question students prior to parental notification if deemed appropriate due to suspected child abuse or neglect.

#### **BICYCLES**

Bicycles should be parked in or near a bicycle rack.

#### **REGULAR BUS RIDERS – NOT RIDING**

A regular bus rider, who, for any reason, will not ride the bus to or from school on any particular day, should get word to the driver directly or by way of the office. Your cooperation on this will eliminate much uncertainty and loss of time.

#### **CLOSED CAMPUS**

Students are NOT allowed to leave campus for lunch. Students will only be allowed to leave for lunch with a parent request. The parent will check them in and out of the building through the office. The parent will also pick-up their child and return them to school.

#### **CLASSROOM/TEACHER ASSIGNMENTS**

Any pupil may be assigned, at the discretion of school officials, to the grade level, class, or teacher most appropriate for the academic, social, and emotional development of the pupil. Judgments about the appropriateness of pupil assignment are the prerogative of the professional employees of the district.

#### **TORNADO, FIRE, and INTRUDER DRILLS**

Tornado, fire, and intruder drills will be held periodically throughout the year to ensure proper procedures in case of emergencies. Each classroom will have exit routes posted.

#### **ELECTRONIC DEVICES/LASERS**

Students will not be permitted to possess electronic games, or other communication devices in school. Students are also not permitted to have "laser pointers" of any type in their possession. Cell phones need to be kept in the students backpack (or cell phone chart) and turned off during the school day. Watches (Fit Bit, Iwatch etc) that have phone access will be allowed until they become a distraction, then the student will be asked to keep their watch at home. Earbuds are not allowed during school hours.

#### **TELEPHONE USE**

Office personnel will gladly cooperate with parents or guardians in getting messages to students during school hours, but only at times which do not disturb class instruction time, unless it is an emergency. We seek your understanding and support in limited use however. We feel that calls relating only to school needs and extensions of school functions are legitimate uses.

#### **CHAIN OF COMMAND**

Friend Elementary School has a chain of command to follow when dealing with problems/concerns. Should there be a concern about something that may have happened or is happening, curriculum or any non-curriculum matters, please follow these steps:

1. Contact the child's teacher first. Discuss the problem and search for possible solutions together. If it cannot be resolved at this level, then...
2. Contact the principal, 947-2781, for a conference. If you do not feel the situation has been given proper consideration or resolved after this step, then you may seek further recourse by contacting the superintendent

### **BEFORE/AFTER SCHOOL TIME**

Administrators, teachers, and paraprofessionals have the authority to detain students after school or require students to arrive to school early for extra help or for disciplinary action. The student and his/her family must rearrange work schedules, extracurricular activities, baby-sitting of other siblings, etc. If a student is asked to stay after school, their siblings are not allowed to stay with them. These are also not reasons for being unable to stay after school.

### **INSURANCE**

The school does not pay insurance premiums for students. Parents are highly encouraged to purchase insurance.

### **POSTERS and SIGNS**

All posters and signs designated to be posted must have the approval by the principal before being posted. Failure to do so will result in the removal of the posting and may include disciplinary consequences.

### **ENROLLMENT CARDS**

Student enrollment cards provide us with important information. Please contact the school in regard to any changes throughout the year.

### **CANCELLATION OF SCHOOL**

In the event of inclement weather, school cancellations will be broadcast on local television channels as well as on local radio stations. Specific information regarding school closing information will be posted on the school webpage (<http://www.friendbulldogs.org/>). Friend Public School also uses Blackboard Connect in case of cancellation of school. Parents will be notified via automated phone call, text, and email. The early morning news hour is the best time to listen to school closings.

### **COPYRIGHT and FAIR USE POLICY**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## **STUDENT HEALTH**

### **IMMUNIZATIONS**

The state of Nebraska requires that students be immunized against...

- |  |         |
|--|---------|
| ● <u>  </u> measles, mumps, and rubella (MMR)    | 2 doses |
| ● <u>  </u> poliomyelitis                        | 3 doses |
| ● <u>  </u> Diphtheria, Pertussis, Tetanus (dpt) | 3 doses |
| ● <u>  </u> Hepatitis B                          | 3 doses |

● Chicken pox 1 dose  
**prior to enrollment**, and any student not in compliance **shall not be permitted to continue in school.**

An exemption will be granted for health reasons substantiated by a signed statement from a physician. Students may be provisionally enrolled in a Nebraska school if they have begun the required immunizations and continue to receive the necessary immunizations as rapidly as is medically feasible.

A nurse is available on a limited basis at the school. Professional review of immunization, health recording, as well as health screening will be handled through the nurse.

In cases that warrant more than first aid treatment, the parent will be contacted for further action. Under state law, our nurse is required to update immunization reports, and all new students entering our school either as a kindergarten student or a transfer student will need to furnish the nurse an immunization form (furnished by her office).

School health services are intended to support, not substitute for, the health care that should be provided by parents.

A physical inventory (height, weight, vision, hearing) will be done on each student during the school year and the finding recorded in their permanent file. Parents will be notified by phone or mail of the results or recommendations, only if concerns arise.

### **MEDICAL EXCLUSION FROM SCHOOL**

It is for the well-being of your child's health and his/her classmates that we have certain school policies on when a child should not be in school exposing other students, but at the same time we do not want a child absent from school so often or for such an extended period of time that they get behind on their class work.

Our school policies are:

1. Parents of sick children will be contacted and the school expects the child to be picked up within 1 hour of notification.
2. Exclusion of children with a temperature of 100 degrees or above, symptoms of vomiting, diarrhea, or a suspicious contagion.
3. Any pupil with a rash must be excluded until the disappearance of the rash. If the physician recommends that the child be readmitted, with a written notice to that effect, the admittance is acceptable.
4. Some contagious infections require treatment and the student may return to school 24-48 hours after verified treatment has been started and/or when the physician permits return in writing. These diseases include but may not be limited to: Pinkeye, Impetigo, Intestinal Worms, Ringworm, Scabies, Scarlet Fever, and/or Strep infections.
5. Contagious infections such as Chicken Pox, CMV, (Cytomegalovirus), Infectious Mononucleosis, Influenza (Flu), Fifth's Disease, Hepatitis, and Tuberculosis require that the student's symptoms be altered or absent before they are readmitted to school unless we have a physician's statement, in writing, stating otherwise.
6. Life threatening contagious infections without known treatment may require exclusion from regular school attendance. These diseases include but may not be limited to: AIDS, Chronic Hepatitis, etc.
7. Students may be excluded from school under "Emergency Exclusion" for a dangerous communicable disease that is transmissible by normal contact and/or poses an imminent threat to health. Students can be excluded from school and school functions for up to five (5) school days.

### **COMMUNICABLE AND INFECTIOUS DISEASES**

It shall be the responsibility of the Friend Public School principal to assist in meeting the provisions of the State Health Department covering communicable and contagious diseases by promptly reporting to the school nurse and superintendent the presence of such diseases. Parents are requested to inform the principal and superintendent if their child has contracted a contagious or communicable disease. The principal shall not reenter any such student except under circumstances described below.

Students will be excluded from school for the following communicable diseases and prescribed periods of time:

1. Measles (Rubella): A student may return to school the fifth day after the onset of the rash. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease. Most communicable prior to rash. The student will also need a doctor's note saying they can return to school.
2. Three day measles (Rubella): Students may return to school four days after the onset of a rash. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease. Most communicable prior to rash. The student will also need a doctor's note saying they can return to school.
3. Fifth Disease: A student may attend school while rash is still present if there is no fever, excessive itching, sore throat and other discomfort.

4. Mumps: A student may return nine days after the onset of parotid swelling. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease.
5. Chicken Pox (Varicella): A student may return to school after one week if symptom free and pox are dried.
6. Shingles (Herpes zoster): A student may return to school after all lesions are dried. Rare in students - May return with lesions covered or as doctor advises.
7. Streptococcal infection: A student may return to school 24 hours after the start of antibiotic therapy and a febrile (no fever).
8. Ringworm, impetigo, scabies, and pinkeye (conjunctivitis): A student must remain out of school at least one day and until treatment has begun. Children with mild scabies, lice, impetigo, tinea corporis and conjunctivitis can be sent home with instructions not to return until under physicians care.
9. Hepatitis: A student will be readmitted upon approval of a family physician.
10. Scarlet Fever: A student may return to school 24 hours after starting antibiotics.
11. Elevated Body Temperature: Students with temperatures over 100 degrees will be sent home.

## **MEDICATION**

Friend Public School recognizes that at the present time, many children are only able to attend school because of the effective use of medications in the treatment of chronic disabilities or chronic and acute illnesses. Any student who is required to take medication during the regular school day must comply with the following school regulations.

1. Written authorization signed by the parent will be required for prescription medicine and will include:
  - a) Child's name
  - b) name of medication
  - c) time to be administered
  - d) dosage
  - e) duration
2. Prescription medications **must** be in the prescription bottle from a pharmacy otherwise they will **not** be administered at school.
3. Parents should check with the physician on the timing of medications. It may be possible to eliminate the need to give medications during school hours.
4. Over-the-counter medications brought from home will only be dispensed if in original container and a written authorization has been signed by the parent containing the same information as under #1 of this policy.
5. The parents of the child must assume responsibility for informing the school of any changes in the child's health or change in medication.
6. The school district retains the discretion to reject requests of administration of medicine.
7. Medication will only be dispensed by the school nurse or those appointed to do so by the school principal.

## **ALCOHOL AND ILLICIT DRUG USE PROHIBITED**

The Friend Board of Education expressly prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by school employees, volunteers, and students on school property or at any school sponsored event or activity: further, any employee, volunteer, employee, or student found to be under the influence of alcohol or illegal drugs while on school property or at a school sponsored event or activity will be subject to disciplinary measures. Moreover, the Board authorizes and directs school administrators, or their representatives to discipline employees, volunteers, or students, consistent with pertinent state and federal law, for any violations of this policy.

Discipline for employees may extend to a recommendation for dismissal. While the Board does not sponsor directly rehabilitative services, it reserves the right to require that any disciplined employee undergo rehabilitation as a condition of continued employment. Discipline for any adult volunteers may include suspension, expulsion and/or a referral to a rehabilitative agency. Information on area agency rehabilitative services may be obtained from the school counselor.

The Board will implement and support curricular materials and activities that teach about the harmful effects of alcohol and illegal drugs and serve as prevention and intervention programs.

Finally, the Board directs that this policy be included in all staff and student handbooks, and that it be posted in staff lounges and workrooms.

Policy Adopted: August 13, 1990

## **SMOKING PROHIBITED**

It shall be the policy of Friend Public School that in order to promulgate a healthy environment for students and staff and to encourage healthy behavior in students, it is the Board's policy that there will be no smoking in any school building or any school owned vehicle at anytime.

## **INTERNET SAFETY**

It shall be the policy of Friend Public School that access to the internet provided by Friend Public School is expected to be used as an educational and/or work-related resource and that such access shall be made available subject to such rules

and regulations as may be established, provided that no use shall be permitted which, in the judgment of the Board of Education of Friend Public School, is in any way prejudicial to the best interest of the district or in conflict with the Friend Public School Program of Services.

The Friend Public School Board of Education reserves the right to refuse access to the Internet by Friend Public School to anyone when it deems it necessary in the public interest.

## **DEFINITIONS**

1. Access to the Internet-A computer shall be considered to have access to the Internet if such computer is equipped with a modem or is connected to a computer network that has access to the Internet.
2. Minor shall mean an individual who has not attained the age of 19.
3. Obscene shall have the meaning given such term in section 1460 of title 18, United States Code.
4. Child pornography shall have the meaning given such term in section 2256 of title 18, United States Code.
5. Harmful to minors shall mean any picture, image, graphic image file, or other visual depiction that:
  - a. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
  - b. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition of the genitals; and
  - c. taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
6. Hacking shall mean attempting to gain unauthorized access to computer and network systems connected to the Internet.
7. Technology protection measure shall refer to a proxy server managed by Friend Public School that blocks and/or filters Internet access.
8. Authorized staff member as used herein shall refer to an adult staff member appointed by the Friend Public School Technology Committee.
9. Technology Committee as used herein shall refer to a group of Friend Public School staff including the following:
  - a. Administrator
  - b. Director of Technology
  - c. One (1) Network Information and Operations Center staff member
  - d. Two (2) staff members appointed by the Administrator

## **ACCESS TO INTERNET BY MINORS**

Minors accessing Internet services provided by Friend Public School when attending the alternative school or working as an employee or volunteer of Friend Public School; when attending trainings, meetings, conferences, or other events sponsored at a facility owned or leased by Friend Public School or at a facility of which Friend Public School has otherwise been granted primary custody; or when accessing Friend Public School Internet services with remote access connections shall be subject to the following rules and regulations:

1. Minors shall not access material that is obscene, child pornography, harmful to minor, or otherwise inappropriate for educational or work-related uses.
2. Minors shall not use Friend Public School technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network systems security.
3. Minors shall not engage in any illegal activities on the Internet.
4. Minors should only use electronic mail, chat rooms, and other forms of direct electronic communications for purposes related to education within the context of a school-related assignment activity or for purposes related to work, including volunteer, at Friend Public School.
5. Minors shall not disclose personal identification information on the Internet.

## **ACCESS TO INTERNET BY ADULTS**

Adults accessing Internet services provided by Friend Public School when working as an employee or volunteer of Friend Public School; when attending trainings, meetings, conferences, or other events sponsored at a facility owned or leased by Friend Public School or at a facility of which Friend Public School has otherwise been granted primary custody; or when accessing Friend Public School Internet services with remote access connections shall be subject to the following rules and regulations:

1. Adults shall not access material that is obscene, child pornography, or otherwise inappropriate for training or work-related uses.
2. Adults shall not use Friend Public School technology resources to engage in unauthorized hacking or attempts to otherwise compromise any computer or network systems security.
3. Adults shall not engage in illegal activities on the Internet.

## **TECHNOLOGY PROTECTION MEASURE**

Friend Public School shall use a technology protection measure that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with the policies of Friend Public School.

1. The technology protection measure that blocks and/or filters Internet access may be disabled by an authorized staff member for bona fide research purposes with permission of the immediate supervisor of the staff member requesting said disabling or with permission of the administrator of Friend Public School.
2. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes during which time the minor will be monitored directly by the authorized staff member.

### **POLICY VIOLATIONS**

Any violation of this policy may result in the loss of access to the Internet by Friend Public School. Additional disciplinary action may be determined in accordance with existing procedures and practices, both administrative and as stipulated in Friend Public School board policy, and including applicable law enforcement agencies when necessary.

### **POLICY CHALLENGE PROCEDURE**

An individual who has been granted access to the Internet by Friend Public School and desires to access an Internet site that is not compliant with this policy may challenge the enforcement of the policy according to the following provisions:

1. Internet site review requests should be directed to Friend Public School Director of Technology in writing for forwarding to the Technology Committee for consideration.
2. The Technology Committee will review the site within seven working days of submission of the request and, if deemed appropriate for educational or work-related purposes, may vote to unblock the site.
3. Friend Public School department directors will regulate enforcement of the policy, including disciplinary actions, and shall forward to the administrator of Friend Public School any challenges to the severity of the applied discipline.
4. Challenges to the application or enforcement of Friend Public School Internet Safety Policy which cannot be resolved at the levels outlined in the preceding step will be handled in accordance with Friend Public School established grievance policy or at the Friend Public School administrator and/or board level for challenges presented in writing by individuals other than Friend Public School employees and volunteers who have been granted access to the Internet by Friend Public School.

Policy Adopted: 6-11-01

Saline County School District 76-0068

### **STUDENT FEES**

The following “Student Fees Policy” was developed and approved by the Board of Education as a response to Nebraska State Statute LB 249. This statute, entitled Public Elementary and Secondary School Student Fee Authorization Act, specifies what a school may require a student to furnish and a maximum cost the student may pay for the amount of fee or specified material required. As stated in paragraph 4 of the Student Fees Policy, “The policy includes Appendix 1, which provides further specifics of student fees and materials required of students for the 2021-22 school year.”

It shall be the policy of Friend Public School that it adopts the following student fees policy in accordance with the Public Elementary and Secondary Student Fee Authorization Act.

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

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

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations, which may be adopted from time to time. The Policy includes Appendix “1,” which provides further specifics of student fees and materials required of students for the school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

#### **1. Guidelines for non-specialized attire required for specified courses and activities.**

Students have the responsibility to furnish and wear non-specialized attire meeting general District grooming and attire guidelines, as well as grooming and attire guidelines established for the building or programs attended by the students or

in which the students participate. Students also have the responsibility to furnish and wear non-specialized attire reasonably related to the programs, courses and activities in which the students participate where the required attire is specified in writing by the administrator or teacher responsible for the program, course or activity.

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

## **2. Personal or consumable items and miscellaneous**

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

### **(b) Courses**

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

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

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

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

## **3. Parking**

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

## **4. Extracurricular Activities-Specialized equipment or attire**

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

equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

**5. Extracurricular Activities/Fees for participation**

Any fees for participation in extracurricular activities are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.

**6. Postsecondary Education Costs**

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

**7. Transportation costs**

Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.

**8. Copies of student files or records**

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

**9. Participation in before-and-after-school or prekindergarten services**

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

**10. Participation in summer school or night school**

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

**11. Breakfast and lunch programs**

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

**12. Waiver Policy**

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

**13. Distribution of Policy**

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

**14. Student Fee Fund**

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

extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

**Certification**

At the August school board meeting, the school board held a public hearing on the student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings laws.

**Legal References:**

- Neb. Rev. Stat. §§79-2, 125 to 79-2, 135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act) Neb. Constitution, Article VII, section 1.
- Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)
- Neb. Rev. Stat. §79-2,104 (student files or records)
- Neb. Rev. Stat. §79-715 (eye-protective devices)
- Neb. Rev. Stat. §79-737 (liability of students for damages to school books)
- Neb. Rev. Stat. §79-1104 (before-and-after-school or prekindergarten services)
- Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

Friend Public School      Policy Adopted:7-14-03      Saline County School District 76-0068

**Appendix “1” to 2021-22 Student Fees Policy of Friend Public School  
Additional Specification of Required Materials and Fees<sup>1</sup>**

<b><u>Elementary Program</u></b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum)<sup>2</sup> or Specific Material Required</b>
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music—Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Refundable damage deposit of \$20.00 for use of school owned instrument.
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None--necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Field Trips	Transportation and admission costs of field trips	None—costs of school sponsored, class-related field trips will be paid for

<sup>1</sup> This listing is a part of the Student Fees Policy and is intended to provide supplemental information. For additional specifications, refer to the Policy.

<sup>2</sup> Generally, dollar amounts are stated in terms of “maximums.” The actual fee or charge may be less during the school year.

		by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	\$200 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge)	Fifteen cents (.15) per page when charges apply.
School Meals		Breakfast--\$2.00 Lunch--\$3.00 Prices are maximums based on one meal per day, will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.

## STATE AND FEDERAL PROGRAMS

### NOTICE OF NONDISCRIMINATION:

Students, parents, employees, volunteers, school patrons, applicants for student admission or employment, sources of referral of applicants for admission and employment, professional organizations holding collective bargaining or professional agreements with the Friend Public School, and all others who interact with Friend Public School are hereby notified that the Friend Public School does not discriminate on the basis of race, color, national origin, sex, age, marital status, religion, or disability in the admission, access to its facilities or programs, treatment, or employment in its programs or activities.

### DESIGNATION OF COORDINATOR(S):

Any person having inquiries concerning this district's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Superintendent, Friend Public School, P.O. Box 67; 501 Main Street, Friend, NE 68359, 402 – 947 – 2781.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

### ANTI-DISCRIMINATION & HARASSMENT POLICY:

Elimination of Discrimination. The Friend Public School hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

### Preventing Harassment and Discrimination of Students.

Purpose: Friend Public School is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Friend Public School will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, religion, national origin, sex, disability or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

#### Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Friend Public School. If a satisfactory arrangement cannot be obtained through the Superintendent of Friend Public School, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent of Friend Public School will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

#### **NOTICE TO PARENTS OF RIGHTS AFFORDED by SECTION 504 of the REHABILITATION ACT OF 1973:**

The following is a description of the rights granted by federal law to qualifying students with disabilities. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2. Have the school district advise you of your rights under federal law.
3. Receive notice with respect to identification, evaluation or placement of your child.
4. Have your child receive a free appropriate public education.

5. Have your child receive services and be educated in facilities, which are comparable to those provided to every student.
6. Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.
7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent).
11. File a local grievance.

**NOTIFICATION OF RIGHTS UNDER FERPA:**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the district receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.
2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the school district to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the district decides not to amend the record as requested by the parent or eligible student, the district will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the district as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the school board; a person or company with whom the district has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request, the district discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the district to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
 U.S. Department of Education  
 400 Maryland Avenue, S.W.  
 Washington, D.C. 20202-4605

**NOTICE CONCERNING DIRECTORY INFORMATION**

The district may disclose directory information. The types of personally identifiable information that the district has designated as directory information are as follows: student's name, address, telephone listing, electronic mail address, photograph, date of and place of birth, major fields of study, dates of attendance, grade level, enrollment status (e.g., undergraduate or graduate, full-time or part-time), participation in officially recognized activities and sports, weight and height of members of athletic teams, degrees, honors and awards received, and most recent previous educational agency or institution attended. A parent or eligible student has the right to refuse to let the district designate any or all of those types of information about the student as directory information. The period of time within which a parent or eligible student has to notify the district in writing that he or she does not want any or all of those types of information about the student designated as directory information is as follows: two weeks from the time this information is first received. The district may disclose information about former students without meeting the conditions in this section.

## ADDITIONAL NOTICE CONCERNING DIRECTORY INFORMATION

The district's policy is for education records to be kept confidential except as permitted by the FERPA law, and the district does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The district does not either approve or disapprove such teaching practices, and designates such student work as directory information and as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the district in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

## NOTICE CONCERNING STAFF QUALIFICATIONS:

The **No Child Left Behind Act of 2001** **ESSA** gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, Friend Public School will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, Friend Public School will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of **ESSA**.

## STUDENT PRIVACY PROTECTION POLICY:

It is the policy of Friend Public School to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents shall have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term "instructional materials" for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator's intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical

examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: “Notification of and Right to Opt-Out of Specific Events.”

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. “Personal information” for purposes of this policy means individually identifiable information about a student including: (1) a student or parent’s first and last name, (2) home address, (3) telephone number, and (4) social security number. The term “personal information,” for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District shall provide parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District shall directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and, any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act ).

Parents shall be offered an opportunity in advance to option their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student's parent;
2. Mental or psychological problems of the student or the student's parent;
3. Sexual behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has 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 students or the student's parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

**PARENTAL INVOLVEMENT POLICIES:**

**A. General - Parental/Community Involvement in Schools:**

Friend Public School welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is Friend Public School's policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.
3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities will be based on the students' wellbeing.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.
9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

**B. Title I Parental Involvement Policy:**

This Title I Parental Involvement Policy is established in compliance with the **No Child Left Behind Act of 2001 ESSA**. Friend Public School has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs. It is the policy of Friend Public School to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs, activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

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

12. **Please see our school website for information on Child Find [www.friendbulldogs.org](http://www.friendbulldogs.org)**

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

Policy Involvement: Each school served under the Title I program shall:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.
2. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental involvement in such meetings by offering transportation, childcare, or home visits.
3. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
4. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
5. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High Student Academic Achievement: As a component of the District's parental involvement policy, each school served under the Title I program shall jointly develop with parents for all children served under the Title I program a school-parent compact that 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 standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

Building Capacity for Involvement: To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners,

implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

**Accessibility:** In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

**Use, Distribution, and Updating of this Policy:** This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

#### **HOMELESS STUDENTS POLICY:**

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and an adequate residence, as further defined by applicable federal and state law. No Stigmatization or Segregation of Homeless Students: It is the District's policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

**Homeless Coordinator:** The Superintendent shall serve as the District's designated Homeless Coordinator. The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for why they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

**Enrollment of and Services to Homeless Children:** A homeless child shall be enrolled in compliance with the law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child's "school of origin" and the "best interests" of the child. The "school of origin" means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District's determination of the child's best interests, and shall be at either: (1) the child's school of origin for the duration of the child's homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child's parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child's parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian. If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the

unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. In the event of an enrollment dispute, the placement shall be at the school in which enrollment is sought, pending resolution of the dispute in accordance with the dispute resolution process. The homeless child shall be immediately enrolled in the school in which the District has determined to place the child, even if the child is unable to produce records normally required for enrollment, such as previous academic records, medical records, proof of residency, or other documentation. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the Friend Public School, and the homeless child continues to live in the Friend Public School, transportation to and from the school or origin shall be provided by the Friend Public School; and (2) if the homeless child lives in a school other than the Friend Public School, but continues to attend the Friend Public School based on it being the school of origin, the new school and the Friend Public School shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

### **BREAKFAST AND LUNCH PROGRAMS**

The District has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The District provides the United States Department of Agriculture's required nondiscrimination statement:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status.

To file a complaint of discrimination, write USDA Director, Office of Civil Rights, One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov). USDA is an equal opportunity provider and employer.

The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities, the school food authority:

1. Agrees to serve meals free to children from families whose income meets eligibility guidelines.
2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.
3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to: work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to be continued eligibility of any child from free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present

information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

- A publicly- announced, simple method for making an oral or written request for a hearing.
  - An opportunity to be assisted or represented by an attorney or other person.
  - An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
  - Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
  - An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
  - An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witness.
  - The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference.
  - The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official.
8. Agrees to designate the Superintendent to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.
  9. Agrees to develop and send to each child's parent or guardian a letter as outlined by the State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.

The following information will be available in the office of the Superintendent:

- Eligibility criteria for free and reduced meals
- Parent letter and application
- Public release
- Collection procedure

#### **NOTICE OF ASBESTOS PLAN AVAILABILITY**

The Friend Public School System's asbestos management plan is located in the office of the Asbestos Program manager and Superintendent and may be reviewed by requesting permission through his or the Principal's office. A copy of the basic building will be located in the Principal's office of each building. Summary information of all buildings is included in the master plan in the Asbestos Program Manager's office. Information on auxiliary buildings is located in the building plans and the master plan.

Asbestos is assumed to be located in concrete, roofing felts, pipe elbows, carpet glues, etc., which is of minimal public health concern.

The asbestos-containing events are re-inspected on a six-month basis and the plan will be revised to indicate any change in status of these various events and to upgrade the asbestos response system. Up-to-date information regarding asbestos within the building may be obtained directly from the Asbestos Program manager. On at least a three-year basis, an inspection by a federally certified inspector will be conducted and the asbestos management plan revised accordingly. The plan will be kept current through periodic additions to an ongoing filing system maintained to support the plan and to document the appropriate and regulatory correct conduct of the School System. These files are part of the plan and may be reviewed by the public and copies obtained upon request. Similarly, requests for immediate repair or response made as part of the initial inspection, and which may evolve from future inspections are also part of the plan. There is an assumption that immediate response actions identified through the initial inspections have occurred unless otherwise stated within the building plans.



# Friend Public School 2021-22 Calendar

## AUGUST

S	M	T	W	T	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				

## SEPTEMBER

S	M	T	W	T	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		

## OCTOBER

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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						

## NOVEMBER

S	M	T	W	T	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				

## DECEMBER

S	M	T	W	T	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	

Qtr.	Ends	Teacher Days Scheduled
1	10/15	45
2	12/21	44
3	3/11	48
4	5/24	48
	Total	185

## August

- 2 Flex day – Aug 2-13
- 16 PD/Teacher Workday

## September

- 6 NO SCHOOL – Labor Day
- 7 Teacher Cohort Day
- 29 PT Conferences-12:30 out

## October

- 15 End Quarter 1
- 22 NO SCHOOL – Fall Break

## November

- No School Nov. 24-26

## December

- 21 End Quarter 2
- Holiday Break Dec -Jan
- NSAA Moratorium Dec 22-26

## January

- 3 Teacher Work Day
- 4 Teacher Cohort Day

## February

- 9 No School-Staff Report (host speech)
- 16 PT Conferences-12:30 out

## March

- No School 3-4
- 11 End Quarter 3

## April

- No School 15 & 18

## May

- 14 Graduation
- 19 Last Day of School-12:30 out
- 20 Teacher Workday

## JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

## FEBRUARY

S	M	T	W	T	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					

## MARCH

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

## APRIL

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

## MAY

S	M	T	W	T	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				

Teacher Workday/No Students
No School Break Days
Flex Day
/ Dismiss 12:30
Dismiss 2:00
PT Conferences-dismiss 12:30

# **FRIEND PUBLIC SCHOOL**

## **STUDENT-PARENT HANDBOOK**

**7<sup>th</sup>-12<sup>th</sup> Grade**

**2021-2022**



**Friend Public School**

**501 Main Street  
Friend, Nebraska 68359  
402-947-2781  
402-947-2026 (Fax)**

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**Friend Public School Student-Parent Handbook**  
**2021-2022 School Year**

**Foreword**

**Intent of Handbook**

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

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

**Section 1 Members of the Board of Education**

Name	Contact Information
Jamie Tuttle, President	402-416-5480
Scott Spohn, Vice President	402-499-3441
Nancy Vossler, Treasurer	402-432-3654
Tiffany Shonerd	308-520-2408
Tyler Bartels	402-416-1392
Megan Weber	402-540-3870
Michele Johnson-Clouse, Secretary	402-947-2781

**Section 2 Administrative Staff**

Name	Position	School	Contact Information
Derek Anderson	Superintendent	Friend Public School	402-947-2781
Elizabeth Stutzman	Principal	Friend Public School	402-947-2781

**Section 3 Teaching Staff  
Friend Jr./Sr. High School**

Name	Department	Grades
Julie Ricenbaw	Resource and HS Assistant Volleyball	7-12
Khrystyne Elsberry	English, One Act, Speech	7-12
Amy Kohtz	FFA and Science	7-12
Brian Arp	Art, Boys Basketball, Golf, Football	K-12
Margo Houlden Shelby Wallick	FCS, Health, FCCLA	7-12
Nathan Baber	PE, Health, Wrestling	K-12
Paul Martin	Social Sciences, NHS, JH BBB	7-12
Hayley Heath	Instrumental, Vocal Music, Musical	K-12
Mary Niemeier	Math and STUCO	7-12
Jim Pfeiffer	Science, AD, Football, Track	7-12
Amy Hottovy	School Counselor	K-12
James Butler-Gruett	English, Yearbook, HS Quiz Bowl	9-12
Jen Buol	School Nurse	PreK-12
Lori Klooz	Media Specialist, Technology, Math, Striv, JH Quiz Bowl, JH VB, HS Track	PreK-12
Paige Anderson	Special Education/Life Skills	K-12

**Section 4 Support Staff**

Name	Building	Position
Michele Johnson-Clouse	Friend Public School	Business Manager
Kim Hulse	Friend Public School	Supt's Office Assistant
Stacy Kirchhoff	Friend Public School	Principal Office Assistant

## Section 5 School Calendar

### Friend Public School 2021-22 Calendar

#### AUGUST

S	M	T	W	T	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				

#### SEPTEMBER

S	M	T	W	T	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		

#### OCTOBER

S	M	T	W	T	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						

#### NOVEMBER

S	M	T	W	T	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				

#### DECEMBER

S	M	T	W	T	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	

Qtr.	Ends	Teacher Days Scheduled
1	10/15	45
2	12/21	44
3	3/11	48
4	5/24	48
	Total	185

#### August

- 2 Flex day – Aug 2-13
- 16 PD/Teacher Workday

#### September

- 6 NO SCHOOL – Labor Day
- 7 Teacher Cohort Day
- 29 PT Conferences-12:30 out

#### October

- 15 End Quarter 1
- 22 NO SCHOOL – Fall Break

#### November

- No School Nov. 24-26

#### December

- 21 End Quarter 2
- Holiday Break Dec -Jan
- NSAA Moratorium Dec 22-26

#### January

- 3 Teacher Work Day
- 4 Teacher Cohort Day

#### February

- 9 No School-Staff Report (host speech)
- 16 PT Conferences-12:30 out

#### March

- No School 3-4
- 11 End Quarter 3

#### April

- No School 15 & 18

#### May

- 14 Graduation
- 19 Last Day of School-12:30 out
- 20 Teacher Workday

#### JANUARY

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

#### FEBRUARY

S	M	T	W	T	F	S
			1	2	3	4
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

#### MARCH

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

#### APRIL

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3	4	5	6	7	8	9
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17	18	19	20	21	22	23
24	25	26	27	28	29	30

#### MAY

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15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

Teacher Workday/No Students

No School Break Days

Flex Day

/ Dismiss 12:30

Dismiss 2:00

/ PT Conferences-dismiss 12:30

## **Article 1 – Mission and Goals**

### **Section 1 School Mission Statement**

Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.

### **Section 2 Goals and Objectives**

The goals and objectives of the Friend Public School are to provide:

1. A curriculum that is based on state standards; comprehensive, coordinated, and sequential and is directed toward locally approved goals and standards for student learning. It draws upon research, best practice, and reputable theory and provides the foundation for standards based instruction. The instructional program focuses on achievement and provides for the diverse learning needs of all students, including learners with disabilities and high ability learners. Curriculum and instruction help students develop content and skill mastery, analytical thinking, problem solving, work ethics, creativity, and respect for diversity.
2. An instructional program that focuses on achievement and provides for the needs of all students, including learners with disabilities and high ability learners. It draws upon research, best practice, and reputable theory broad enough yet with sufficient depth to allow education for all of the students.
3. Assessment procedures and results that assist teachers in planning and providing appropriate instruction for all students. Assessment results also provide information for monitoring program success, and for reporting to parents, policy makers, and the community. The school periodically reviews procedures to improve assessment quality and increase student learning. The information assists schools in establishing and achieving improvement goals.
4. A library/media/technology program that provides a wide range of accessible print and electronic resources that expand opportunity for learning, contribute to information literacy, support the local curriculum, and enhance and enrich learning experiences for all students. The program provides materials through onsite and electronic access that complement, supplement, and enrich curriculum and instruction. It facilitates research, supports and encourages personal interest in reading and the study of current events, and develops technological and other skills for accessing, evaluating, and using resources.
5. Instructional staff who have appropriate training and preparation to work with the students assigned to them, who are knowledgeable of principles of child growth and development and of the curriculum content for which they are responsible, who use teaching strategies that engage students actively in learning, and who help students understand and apply content across subject areas. Staff development activities that support the school's efforts in curriculum development, instructional improvement, assessment, and general school improvement to achieve school improvement goals.

6. Administration that exercises leadership in the development and implementation of school goals and policies. Administrators who demonstrate leadership in management and operation of the school system and in the improvement of curriculum and instruction. Building administrators who provide leadership to curriculum, instruction, assessment, and school improvement. They guide staff and students in achieving goals and fulfill other functions supportive of quality learning.
7. A systematic ongoing process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process focuses on improving student learning. The process includes a periodic review by visiting educators who provide consultation to the school/community in continued accomplishment of plans and goals.
8. A school system that demonstrates accountability to the school community. School staff periodically assesses and reports student progress toward accomplishment of academic content standards. Results are used to plan and make needed changes to improve instruction for all students.
9. School facilities and a general environment that supports quality learning. Facilities and grounds are safe, orderly, and well maintained, and facilities that have adequate space, lighting, and furnishings. The system has plans or provisions for climate-controlled buildings to the extent feasible. The environment is emotionally safe and supportive and promotes respect, trust, and integrity.
10. A Board of Education that governs through orderly procedures which focus efforts of the school upon quality learning, result in equitable opportunities for learning for all students, and ensure accountability to the local community.
11. An activities program that is scheduled outside the regular school day, focuses on active participation of all students involved in the activity, and promotes a positive image of the school and community.
12. A welcoming environment for parents and the community.

### **Section 3 Mutual Respect**

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

### **Section 4 Complaint Procedures**

Friend Junior - Senior High School has a chain of command to follow when dealing with problems/concerns. Should there be a concern about something that may have happened or is happening (curricular, non-curricular, or extracurricular), please follow the procedure below:

1. Contact the child's teacher / coach / sponsor first. Discuss the problem and search for possible solutions together. If it cannot be resolved at this level, then contact the principal for a conference. Contact the activities director if the concern is related to an athletic activity. If you

do not feel the situation has been given proper consideration or resolved after this step, then you may seek further recourse by contacting the superintendent of schools.

### **Section 5      Entrance to Friend Public School**

The Board of Education requires that each student submit the following information prior to the initial entrance of a school program:

1. Birth Certificate.
2. Written evidence of a health examination by a qualified physician and administered within six months prior to entrance. This includes all incoming seventh graders and all students transferring from out of state.
3. A record of immunization as determined by state law and the Nebraska Department of Health regulations.
4. Prior school records and grades, when applicable.
5. A copy of Court Order of Guardianship if child is not with legal parent.
6. Upon entering the Friend School, parents and students will be given forms and a Student Handbook. The forms will be returned to the school upon the requested date.
7. Parents and students will be provided information on school programs and activities, including resource, HAL, hot lunch, transportation, student fees, and extracurricular activities.

## **Article 2 - School Day**

### **Section 1      Daily Schedule**

Period 1	8:05 a.m. – 8:55 a.m.	Period 5	11:33 a.m. – 12:23 p.m.
Period 2	8:57 a.m. – 9:47 a.m.	Period 6	12:55 p.m. – 1:45 p.m.
Period 3	9:49 a.m. – 10:39 a.m.	Period 7	1:47 p.m. – 2:37 p.m.
Period 4	10:41 a.m. – 11:31 a.m.	Period 8	2:39 p.m. – 3:29 p.m.

### **Section 2      Friday Early Out Schedule**

Period 1	8:05 a.m. – 8:44 a.m.	Period 5	10:48 a.m. – 11:27 a.m.
Period 2	8:46 a.m. – 9:26 a.m.	Period 6	11:29 p.m. – 12:08 p.m.
Period 3	9:28 a.m. – 10:06 a.m.	Period 7	12:40 p.m. – 1:19 p.m.
Period 4	10:08 a.m. – 10:46 a.m.	Period 8	1:21 p.m. – 2:00 p.m.

### **Section 3      12:30 Early Out Schedule**

Period 1	8:05 a.m. – 8:36 a.m.	Period 5	10:17 a.m. – 10:48 a.m.
Period 2	8:38 a.m. – 9:09 a.m.	Period 6	10:50 a.m. – 11:21 a.m.
Period 3	9:11 a.m. – 9:42 a.m.	Period 7	11:23 a.m. – 11:55 a.m.
Period 4	9:44 a.m. – 10:15 a.m.	Period 8	11:57 a.m. – 12:30 p.m.

### **Section 4      Severe Weather and School Cancellations**

The Superintendent may close school in case of severe weather. Representatives of the Superintendent’s staff will notify local news media (**television stations to watch are 8, NTV, and 10/11. Radio stations 96.1, 92.9, 106.3, 104.1, KFAB 1110, and KUTT/KGMT**) when

inclement weather warrants such action. The information is broadcast regularly by radio and television stations. The school also uses **Blackboard Connect-5** to notify parents and staff electronically by text, email, or phone call. Parents and staff have already been entered into the system. If you want to change your settings, please call Stacy Kirchoff @ 402.947.2781.

Decision to Close School. A decision to close school is made when forecasts by the weather service, law enforcement advisories, or civil defense officials indicate that it would be unwise to hold school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when school will be closed.** In some instances, school will be open, but certain services may be cancelled (bus transportation, kindergarten, student activities).

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given to parents. If school is closed during the day, the notice will be broadcast by the media. **Parents should have a plan in place to accommodate these circumstances.**

Parental Decisions. **Parents may decide to keep their children at home in inclement weather because of personal circumstances.** Students absent because of severe weather when school is in session will be marked absent. The absence will be treated like any other absence for legitimate causes provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

What Not To Do. Parents should not attempt to come to school during a tornado warning. **School officials are not permitted to release students from the school building during a tornado warning.** Tornado safety procedures are practiced regularly by students and staff members. Also, parents are urged not to call radio and television stations and school buildings during severe weather.

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

## **Section 5      Closed Campus**

All students are required to remain on campus during the school day.

## **Section 6 Supervision Responsibility Before/After School**

Arrival at School/Dismissal From School. The regular school day begins at **8:05 a.m.** and ends at **3:29 p.m.** Students are not to enter the building without faculty permission before **8:00 a.m.** or remain after **4:00 p.m.** unless they have permission to work under the supervision of a teacher and go directly to the teacher's room and work. **Doors will be opened for school breakfast at 7:45 a.m. Prior to that time, the school is not responsible for supervision of the students.** Students will not be permitted to enter earlier unless the Principal determines it to be necessary due to inclement weather or other factors. Students are to enter through their assigned entrance and proceed to designated areas, which are the catwalk or the cafeteria.

Students will be dismissed at the end of the last period of the school day unless there are other circumstances (early dismissal, detention etc.). Upon dismissal, students must leave the school grounds and proceed home or to a previously designated location unless participating in a school-sponsored activity. **The school is not responsible for supervision of students once the students are to have left school grounds.**

The calendar has some "shortened days," meaning that the school day starts or ends other than on the normal schedule. Parents are strongly encouraged to be aware of those days so their children are not left in an unsupervised situation or without a means to get home upon dismissal.

Signing a Child In and Out of School- Parents or guardians are required to sign their children in and/or out of school if they are entering after their first class or leaving prior to their final class. The parent or guardian must report to the main office for this purpose. The sheet for signing a child in and/or out of school is located in the main office. If a child is being signed out, the school secretary will call the appropriate classroom and indicate to the teacher that the child is leaving. **Parents are not to go directly to the classrooms.** The school will only release children to adults designated by the parent on the emergency card. Students are required to sign in and out in the main office when they arrive or they leave.

If there is a special circumstance, such as a court order limiting access to a student by a parent or guardian, affecting who a student can be released to, the parent must inform the Principal and provide the Principal with a copy of that order to maintain on file at the school.

Emergency Closing Procedures. Parents are requested to provide an emergency contact telephone number to have on file in the event of an emergency closing or any other general or individual situation that requires the immediate presence of a parent/guardian. In the event that parents do not have such a number or cannot be contacted, it will be assumed that the parent has instructed their children concerning the procedure they are to follow should school be dismissed early. Realizing that the school might be unable to reach all parents, it is suggested that all children be advised as to what they are to do should they ever be dismissed early. It is recommended that parents give their children an alternate destination and that the building principal be made aware of this information.

If conditions allow and supervision is available in the event of an early dismissal, the child will be held in school until the normal dismissal time. If the parent or guardian has not arrived to pick up the child by the normal dismissal time, law enforcement or child protective services may be contacted to ensure the safety of the child.

### **Article 3 - Use of Building and GroundsVisitors**

Due to the possible distraction, students are not allowed to have a student visitor or graduate follow them through their class schedule. Any deviations from this practice must be granted by the principal prior to the visit. For the safety of students and staff, all visitors (parents, patrons, etc.) must sign in at the main office.

#### **Section 1 Smoke-Free Environment**

All of our school buildings and grounds are smoke and tobacco-free. We would appreciate your help in meeting the goal of a smoke and tobacco-free environment for our children. When you attend school events, including athletic events, please abide by our District's policy.

It shall be the Friend Public School Board's policy that in order to promulgate a healthy environment for students and staff and to encourage healthy behavior in students, smoking shall be prohibited in the Friend Public School buildings. Private, enclosed offices are not exempt from this policy. There shall be no designated smoking areas within any of the Friend Public School buildings, for employees, students, visitors to the schools, and/or the general public.

Smoking shall also be prohibited in the stands and bleachers at the football field and near the entry of school buildings. This policy shall apply all times whether school is in session or not.

**This includes E-Cigarettes and vaping products.**

#### **Section 2 Care of School Property**

School pride and appreciation for the invested money of the taxpayers demand the effort of every pupil for the careful preservation of the building and the school property. This is your school.

Make it a point to take good care of it. Do not permit others to deface your property. In order to effectively discourage lack of respect and improper use of school property, a record is made at the beginning of the year of all property assigned to each pupil (textbooks, desks, band and athletic equipment, and so forth). Any property which shows excessive wear or abuse will be prorated, and damages must be paid before school records will be cleared. Anyone involved in negligent behavior or vandalism that causes damage to school property will be subject to disciplinary action, including the cost of replacing or repair of the damage, and may be reported to law enforcement.

#### **Section 3 Lockers**

Each student will be assigned a locker. Students must use their own lockers and are not to share lockers with other students except as assigned by school officials. We recommend that the locker be locked with a combination lock. Students may turn in an extra key to the office if they choose to use a key lock. Students are expected to keep all books, etc., in their assigned locker. Students are also responsible for the cleanliness inside their locker and the door of their locker. Students may be assessed a fine for damage to lockers.

#### **Section 4 Searches of Lockers/Automobiles and Other Types of Searches**

Student lockers, desks, and other such property are owned by the school. The school exercises exclusive control over this school property, and students should not expect privacy regarding items placed in school property because school property is subject to search at any time by school officials. Students are responsible for whatever is contained in their lockers issued to them by the school and should not share them with other students. Students and their personal effects are subject to being searched by the principal or his or her designee if there is reasonable cause to believe that the student is in possession of contraband. This includes all student pockets, purses, backpacks, and other kinds of carrying devices. Periodic general inspections of lockers may be conducted by school authorities for any reason at any time, without notice, without student consent, and without a search warrant. Lockers should be kept clean. Students are encouraged not to keep money or other valuables in their locker. If necessary, valuables may be taken to the Superintendent's office. The school is not responsible for lost, stolen, or damaged personal items. Personal effects, such as backpacks, books, clothing, and athletic bags should be stored in student lockers and/or shelving provided in the locker rooms. Disciplinary action will result for failing to store personal affects in the designated areas.

Student automobiles are subject to search by the principal or the principal's designee if the principal or principal's designee has reasonable cause to believe that contraband is in or on the automobile.

School personnel are authorized to conduct reasonable searches of students and their property as well as property of the district in order to enforce compliance with statutes, policies, and rules. A search may be conducted when personnel determines there is a reason to believe it could disclose evidence of the violation of a statute, policy, or rule. Personnel are also authorized to conduct area-wide searches, for example, searches of all student lockers, on the same basis and for reasons that include, but are not limited to, safety, health, and discovery of the violation of a statute, policy, or rule.

#### **Section 5 Video Surveillance**

The Board of Education has authorized the use of video cameras on School District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a student or other building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the student or other building user and may also be provided to law enforcement agencies.

## **Section 6 Use of Telephone**

**IN CALLS**—The office will always gladly cooperate with parents or guardians in getting messages to pupils during school hours. However, calls for pupils during school hours are disturbing to the school routine and should be held to a minimum. Messages will be written down and delivered to the pupil as soon as possible. When necessary, pupils will be called to the telephone upon the request of a parent or guardian.

**OUT CALLS**—The school telephone is primarily for school business and should not be used for personal calls. Pupils finding it necessary to make a telephone call may do so before or after school, or during the lunch break.

Cell phones, smart phones, smart watches, and pagers are not to be used in the classroom unless approved by the teacher for educational purposes. This includes text messaging and social media.

## **Section 7 Bicycles**

Bicycles should be parked in or in close proximity to a bicycle rack on school grounds.

## **Section 8 Student Valuables**

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

## **Section 9 Lost and Found**

Lost items should be reported to the main office. All articles found should be taken to the main office. The office will seek to return each article found to its rightful owner. Any articles unclaimed will be disposed of in a manner determined by the principal throughout the school year. It is not permissible to leave bags, books, or articles of clothing in the gym or hallways for extended periods of time. Failure to properly store your belongings will result in disciplinary action.

## **Section 11 Accidents**

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

## **Section 12 Laboratory Safety Glasses**

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

## **Section 13 Insurance**

The school does not supply insurance on the students. Students are highly encouraged to purchase insurance. Under Nebraska law, the District may not use school funds to provide

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

#### **Section 14     Bulletins and Announcements**

Daily announcements are read during the **second period in each class**. If you miss this reading, you will find the announcements posted on the bulletin board outside the main office. All students are responsible for knowing the information in the daily announcements.

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be **approved by the Principal's office**. Posters are not to be attached to any painted wall surfaces. Place posters on marble, glass, metal, brick and wood. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

**All posters and signs designated to be posted must have the approval by the administration** before being posted. Failure to do so will result in the removal of the posting and may include disciplinary consequences.

#### **Section 15     Fundraising Activities**

**All fundraising activities participated in by students for school purposes shall first have the approval of the administration.** Students may not be solicited to contribute to a non-school fundraising campaign and therefore will not be allowed to engage in this during the day.

#### **Section 16     Scheduling of Events**

**All events must be cleared through the administration.** This should be handled as far in advance as possible. No events shall be scheduled on Wednesday evenings or Sundays (exception: state sponsored activities or special occasions). **Please contact Mrs. Hulse in the front office for availability.**

#### **Section 17     Fire Drills**

Fire drills are held throughout the year without advance notice. The sounding of an electric buzzer is the signal to vacate the building for practice or because of a fire. In the event of failure of the electric buzzer, a hand bell or other signal which cannot be mistaken will be used. Pupils are to pass from their respective rooms, walking rapidly but not running and in single file. Escape routes are posted in the classrooms.

### **Section 18 Tornado Drills**

Tornado drills will be held in spring of the school year without advance notice. Instructions to vacate the classroom and move to the shelter areas will be announced over the intercom. Students are to pass from their respective rooms, walking rapidly but not running. Escape routes are posted in the classrooms.

### **Section 19 Lunch Period and School Lunches**

The school has available to its students a Hot Lunch Program. Students may purchase meals if they desire. A lunch count will be taken in the first period each day to assist the cooks in preparing the proper amount of food. Students should make sure they clean up the area around them when they finish eating.

A weekly notice will be sent home with students to notify the parent/guardian when their account balance falls below zero.

Non-Discrimination Statement: This explains what to do if you believe you have been treated unfairly. "In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

### **Section 20 Noon Break**

After students have finished eating, they are expected to walk the catwalk around the new gym. Laptops and cell phones are not permitted while students are eating.

### **Section 21 Cell Phone Policy**

Cell phones, smart phones, and pagers are not to be used in the classroom unless approved by the teacher for educational purposes. This includes text messaging and social media.

First offense- Verbal warning from the adult in charge.

Second offense- The student will give their phone to the teacher. If the student refuses to turn over their phone to the teacher, they will receive a detention.

Third offense- The student will turn their phone into the office/administration. Any issues beyond this will be up to the discretion of the administration.

First offense – This will result in the phone being taken to the principal's office by school officials. This will also result in a detention and the phone will be returned at the end of the school day.

Second offense – The phone will be taken to the principal’s office by school officials and will only be released to a parent/guardian at the end of the school day. This will also result in 2 detentions.

Third offense – The phone will be taken to the principal’s office by school officials and will only be released to a parent/guardian at the end of the school day. This will also result in 3 detentions. All other offenses will result in parental pick-up of phone and in-school suspension or out of school suspension.

## **Section 22 Nuisance Items**

The use of radios, iPods, headphones, tape recorders, CD players, mp3 players, electronic games, pagers, tablets (Kindle, iPad, etc...), sun glasses, skateboards, skates, scooters, or other similar objects that may disrupt the normal school day are not allowed for personal student use during the normal school day. Use of these items in school will result in disciplinary action.

## **Section 23 Driving and Parking**

**Failure to obey traffic laws or driving dangerously in close proximity of the school will be reported to the police.**

Cars should be parked in the areas north of the building or the outer edge of the east parking lot in accordance with parking regulations. The parking lot north of the building shall be considered school property. Under no circumstances should students park in the Catholic Church lot, the faculty lot in front of the building, block the crosswalk north of the building, or block more than one designated parking space. Student parking violations will be treated as insubordination and subject to disciplinary consequences.

## **Section 24 Dating Violence**

Friend Public School strives to provide physically safe and emotionally secure environments for all students and staff. Positive behaviors are encouraged in the educational program and are required of all students and staff. Dating violence will not be tolerated. For purposes of this policy “dating violence” means a pattern of behavior where one person uses threats of, or actually uses, physical, sexual, verbal, or emotional abuse to control his or her dating partner. “Dating partner” means any person, regardless of gender, involved in an intimate relationship with another person primarily characterized by the expectation of affectionate involvement whether casual, serious, or long term. Incidents of dating violence involving students at school will be addressed as the administration determines appropriate, within the scope and subject to the limits of the District’s authority. Staff training on dating violence shall be provided as deemed appropriate by the administration. The dating violence training shall include, but need not be limited to, basic awareness of dating violence, warning signs of dating violence, and the District's dating violence policy. Dating violence education that is age-appropriate shall be incorporated into the school program. Dating violence education shall include, but not be limited to, defining dating violence, recognizing dating violence warning signs, and identifying characteristics of healthy dating relationships. The administration will be responsible for ensuring that this dating violence policy is published in the school district’s student-parent handbook or an equivalent such publication. Parents and legal guardians shall be informed of the

dating violence policy by such other means as the administration determines appropriate. If requested, parents or legal guardians shall be provided a copy of the dating violence policy and relevant information. Legal Reference: Neb. Rev. Stat. §§ 79-2,139 to 79-2,142

### **Section 25 Leaving School During Session**

No student is to leave school during the day without permission from the office and contact with parents, either by phone or in advance through written permission except in emergencies, and then only by securing permission from a teacher who must report it to the office immediately. If this is not done, the student will be considered absent without permission all or part of the day. Students are required to sign out in the main office before they leave. Failure to do so will be considered an unexcused absence and may result in disciplinary consequences and/or no credit for the assignments missed.

### **Section 26 Study Hall**

Study halls are assigned and expected to be QUIET rooms for students to get required work done. Seats will be assigned by the teachers who have been requested to keep the study halls quiet.

Study Hall expectations:

- A. Students MUST come to study hall with something to do, such as homework, a book to read, art work (for a class), etc.; have enough work to last the entire period. If you do not, the study hall monitor may provide you with something to do.
- B. Take care of restroom needs and locker supplies during class passing time.
- C. Everyone is to be seated and quiet by the time the bell rings.
- D. No passes for restrooms or lockers unless it is an emergency. Library passes are to be dated and time recorded. Passes are required from a teacher if you wish to visit the teacher during the period. Students will not be allowed to get a pass from the teacher during the class.
- E. No sleeping, cards, or games.
- F. Students do not have permission to speak during class, unless given specific permission to work with another student on homework.
- G. Students must leave others alone, to allow everyone to get work done in an undisturbed, quiet atmosphere. Violation of this or any other rule may result in detention time served at the discretion of the teacher.
- H. All other school rules apply at all times. Students diverging from a direct path to their destination (and back) as noted on their pass will face a detention as well.
- I. Students choosing to violate these rules and regulations are subject to disciplinary action.
- J. Students failing a class or classes must have a pass from their teacher if they wish to use the library or computers.

Study halls are a part of the total education program at Friend High School. They should not be viewed as free time. If time is well spent in the study hall, it can improve grades and reduce the after school work load.

### **Section 27 School Buses**

A regular bus rider who, for any reason, will not ride the bus to or from school on any particular day, should get word to the driver directly, front office, or by way of another pupil (please call early and prior notification is greatly appreciated). Your cooperation on this will eliminate much uncertainty and loss of time. School buses arrive at school at approximately **8:00 a.m.** and leave immediately after school dismissal—approximately **3:35 p.m.** Periodically, students will be required to participate in bus evacuation drills. All rules and expectations for Friend Public School students, as outlined in the Student Handbook and required by the driver, must be followed. In addition to consequences for misbehavior applied by the principal or bus driver, as outlined in the “Student Rights, Conduct, Rules, and Regulations” section of the student handbook, students may also be subject to a suspension or long-term loss of their privilege to ride the school provided transportation.

Except in cases of severe misbehavior, the following sequence will include but not be limited to:

1. First notification will be a warning.
2. Second notification will result in a three-day suspension from riding.
3. Third notification will result in suspension from riding for the remaining portion of the semester.
4. Fourth notification will result in suspension from riding for the remainder of the year.

### **Section 28 Library/Media Center**

The Media Center is your resource center at school. Here you will find books, magazines, newspapers, and computers with Internet access. The Media Center is a quiet area. Talking will be kept to a minimum. Procedures and rules for use will be posted in the Media Center.

#### **MEDIA CENTER AND COMPUTER LAB RULES (non-inclusive list)**

1. Have appropriate pass and be in area pass indicates.
2. Respect the personal and educational rights of others.
3. Be sure your actions cause no disruption to the learning environment.
4. Use and care for materials and equipment in the proper manner.

#### **SUSPENSION OF PRIVILEGES**

Failing to comply with media center/computer lab rules and/or expectations of students as outlined in the Student Handbook may result, but not be limited to the following disciplinary consequences:

1<sup>st</sup> offense - warning

2<sup>nd</sup> offense - suspension from media center and computer lab for one full school day.

3<sup>rd</sup> offense - suspension from the media center and computer lab for one full school week.

4<sup>th</sup> offense - suspension from the media center and computer lab for the remainder of semester (or the following semester if incident occurs in the last two weeks of current semester.)

In the absence of the Media Specialist, paraprofessionals have authority to send students from the Media Center for failure to follow the established rules.

#### COMPUTER SOFTWARE USE, E-MAIL AND INTERNET RULES AND REGULATIONS

The Friend Public School District is pleased to offer the staff and students of the Friend Public School access to the district computer network, including electronic mail ("e-mail") and the Internet. To gain access to electronic mail (e-mail) and the Internet, all staff must sign and return the "Staff Agreement" form to the central office. Likewise, to gain access to e-mail and the Internet, all students attending the Friend Public School must sign a "Student Agreement", and their parents must sign a "Parents Agreement", and return to the administrative office of the school district. These agreements are filed and remain in effect until a student no longer attends school or a parent request voids the permission agreement form.

Access to e-mail and the Internet will enable staff and students to explore thousands of libraries, data bases, educational environments, "the cloud" and bulletin boards, while exchanging messages with Internet users throughout the world. Students and parents should be warned that some material accessible by the Internet may contain items that are illegal, defamatory, inaccurate, or potentially offensive to some people. While our intent is to make Internet access available to further educational goals and objectives, students may find ways to access other materials as well. We believe that the benefits to students from access to the Internet, in the form of information resources and opportunities for collaboration, exceed any disadvantages. But ultimately, parents and guardians of minors are responsible for setting and conveying the standards that their students should follow when using media and information resources. To that end, the Friend Public School support and respect each family's right to decide whether or not to sign the "Student and Parent Agreements".

Minors accessing Internet services provided by Friend Public School when attending the alternative school or working as an employee or volunteer of Friend Public School; when attending trainings, meetings, conferences, or other events sponsored at a facility owned or leased by Friend Public School or at a facility of which Friend Public School has otherwise been granted primary custody; or when accessing Friend Public School Internet services with remote access connections shall be subject to the following rules and regulations:

- A. Definitions:
  - 1. Access to the Internet-A computer or electronic device shall be considered to have access to the Internet if such device is equipped with a modem or is connected to a computer network that has access to the Internet.
  - 2. Minor shall mean an individual who has not attained the age of 19.

3. Obscene shall have the meaning given such term in section 1460 of title 18, United States Code.
4. Child pornography shall have the meaning given such term in section 2256 of title 18, United States Code.
5. Harmful to minors shall mean any video, picture, image, graphic image file, or other visual depiction that:
  - a. taken as a whole and with respect to minors, appeals to a prurient interest in nudity, sex, or excretion;
  - b. depicts, describes, or represents, in a patently offensive way with respect to what is suitable for minors, an actual or simulated sexual act or sexual contact, actual or simulated normal or perverted sexual acts, or a lewd exhibition or the genitals; and
  - c. taken as a whole, lacks serious literary, artistic, political, or scientific value as to minors.
6. Hacking shall mean attempting to gain unauthorized access to computer, electronic devices and network systems connected to the Internet.

B. Acceptable Use of E-Mail and the Internet:

1. Minors shall not access material that is obscene, child pornography, harmful to minor, or otherwise inappropriate for educational or work-related uses.
2. Minors shall not use Friend Public School technology or Internet resources to engage in hacking or attempts to otherwise compromise any computer or network systems security.
3. Minors shall not engage in any illegal activities on the Internet.
4. Minors shall only use electronic mail, chat rooms, and other forms of direct electronic communications for purposes related to education within the context of a school-related assignment activity or for purposes related to work, including volunteer, at Friend Public School.
5. Minors shall not disclose personal identification information on the Internet.
6. Network storage areas shall be treated like school lockers. Network administrators may review files and communications to maintain system integrity and insure that users are using the system responsibly. Users should not expect that files or any information stored or otherwise retained on district servers or in computers will be private. Periodically, files will be cleaned and/or deleted.

7. Users should not expect, and the district does not warrant, that files stored on district servers will always be private.
8. The district will not be liable for, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.
9. Use appropriate language. Do not swear, use vulgarities or any other inappropriate language.
10. Do not reveal your personal address or phone numbers, or that of other students or employees of Friend Public School.
11. Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to mail. Messages relating to in support of illegal activities may be reported to the authorities.
12. All communications and information accessible via the network should be assumed to be private property.
13. Other rules established by the network administrators or teachers from time to time.

C. Acceptable Use of the Computer, Electronic Devices and Networks

The following policy for acceptable use of computers, electronic devices and networks, including Internet, shall apply to all district administrators, faculty, staff and students. All technology equipment shall be used under the supervision of the site administrator.

1. Users shall not erase, remake, or make unusable anyone else's computer, electronic device, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages for the replacement of any damage to the computer, electronic device, information, files, programs or disks.
2. Users shall not let other persons use their name, log-on, password, or files for any reason (except for authorized staff members.)
3. Users shall not use or try to discover another user's password.
4. Users shall not use Friend Public School computers, electronic devices, or networks for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).

5. Users shall not use the computer or electronic device, for unlawful purposes, such as illegal copying or installation of unauthorized software.
6. Users shall not copy, change, or transfer any software or documentation provided by the Friend Public School District, teachers, or other students without permission from the network administrators.
7. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any electronic device's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
8. Users shall not use the computer or electronic device to annoy or harass others with language, images, or threats. Users shall not access or create any obscene or objectionable information, language, or images, including but not limited to sexually explicit images, messages, cartoons, and/or other use of slurs, racial epithets, profanity, or obscene language.
9. Users shall not use the computer or electronic device for the purpose of solicitation or proselytization for commercial, religious, political, personal, or any other non-student related activities.
10. Users shall not tamper with computers, electronic devices, networks, printers, or other associated equipment except as directed by the teacher or network administrator.
11. Users shall not print in excess of 5 pages without prior approval of a staff member.

C. Penalties for Violation of Rules

All of the policies and procedures for acceptable use of computers, electronic devices and networks are intended to make the computers, electronic devices and networks more reliable for users. They are also intended to minimize the burden of administrating the network so that more time can be spent enhancing services.

- E. Use of Computer or Electronic Device Access to Telecommunications Resources is a Privilege and Not a Right. Violations of the policies and procedures of the Friend Public School concerning the use of computers, electronic devices and networks will result in disciplinary actions being taken against individual administrators, faculty, staff and/or students who are in violation of said rules. Disciplinary action may include loss of access, in addition to other disciplinary or legal action.

D. Student and Parent Agreement.

The Students Agreement and Parents Agreement are given to each new student as they enroll in Friend Public School and respectively, are incorporated herein by this reference.

## **Section 29 Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

## **Section 30 Food and Drink Regulations**

The school is meant to be an academic environment. Sack lunches are permissible; other food and drink are not allowed to be brought into the school building, unless the principal or a staff member gives the student permission. **Pop is not allowed in the lunchroom area when lunch is being served nor during the school day. Clear water bottles, containing water, will be the only drink allowed during the school day.**

## **Article 4 – Attendance**

### **Section 1 Attendance Policy**

#### **A. Philosophy**

Absenteeism is a constant interruption of the learning process. The more absences a student accumulates, the less he or she can be expected to adequately participate in and understand classroom activities. These absences are very disruptive to the educational process, not only for the absent student who falls behind in their assigned work, but also for other students whose

progress may be slowed by those that fall behind, and for teachers whose effectiveness may be hampered by trying to assist students who are behind and who need special attention. Students are expected to attend classes on a regular basis and be on time to gain maximum benefit from their instructional program and to develop habits of punctuality, self-discipline, and responsibility.

Daily attendance is important for the following reasons: daily discussions contribute a significant amount of the information and background essential to any course which cannot be made up if missed, and a regular attendance pattern will develop a degree of responsibility on the part of the student that will continue throughout life. Thus, regular attendance promotes both academic development and growth as a dependable individual.

Nebraska State law, section 79-201 requires that all pupils be in school during all days and hours that school is in session. The Board of Education, Administrators, and Teachers believe that students should attend school on all days the school is open for instruction and attend school for all hours of the instructional day. They also believe the responsibility for attendance lies mainly with the parents and students. Parents are asked to cooperate with the school to reduce the number of absences to a minimum.

LB 463 is an update to the state statute regarding truancy in Nebraska's K-12 schools. This allows administration to have greater flexibility in cases involving documented illnesses.

State law requires school districts to report to the county attorney when a child is absent more than 20 days during a school year. Friend Public School has the discretion to determine how to respond when a child is absent more than five days in a quarter.

#### B. Parental or Guardian Verification

Parents or guardians are asked to call in their son or daughter's absence to the school office (947-2781) before 8:15 a.m. on each day of absence. The school will attempt to contact parents at home or work if no call is received and a child is absent. Should no such contact be established on the day of the absence the student must bring a parental or guardian note upon his or her return to school.

#### C. Excused Absences

An excused absence can be due either to an emergency, planned, or school activity. Excused absences, although approved, will still count toward the number of absences provision for loss of credit. **If a student is missing school due to a medical appointment, the parents/guardian need to provide a doctor's note to the school for the absence to be counted as "excused". If the school does not receive a doctor's note within 1 day of the appointment, the absence will be counted as "unexcused".** Absences due to approved participation in school activities will not count toward the number of absences accrued by the student.

Students will earn full credits for any class only by being in regular attendance during all hours of the instructional day. Regular attendance shall be defined as being absent from any class 10 or fewer days per semester. These days should be thought of as days to be used for illness, family emergencies and medical appointments, holidays, family trips, 4-H and church or community activities. Proper verification from a parent or guardian on these days is required for the absence to be excused.

An important point for parents and guardians is proper verification of your son or daughter's absence. Proper verification is defined as prior notification to the school office or otherwise stated in the first paragraph of Section B. For verification purposes the school cannot accept a student call or excuse regarding absence. Any absence not verified by a parent or guardian within two days, one day of the absence will be considered unexcused and subject to disciplinary action. At a minimum, the student will receive a grade of "0" (zero) for all work missed and it may result in loss of credit. For the student to earn credit on their work, other sanctions may be imposed by the classroom teachers and/or the principal. Students who are absent (excused absences) will have the number of days missed plus one in which to complete make-up work (i.e. a student who is absent one day will have two days to complete such work, a student absent two days will have three days to complete such work, etc.). **This does NOT include absences due to school activities.**

In cases of chronic illness or extended/frequent absences from one or more classes, or patterns of absences from one or more classes, or patterns of absences on test days, or students otherwise suspected of violating the intent of this attendance policy, the Faculty Attendance Committee may require written verification of the illness by a physician/medical practitioner to assure compliance with this attendance policy and shall counsel with the student and his or her parents or guardian and explain the necessity for the medical excuse.

When possible, as with medical appointments, holidays, and family trips, in advance the student must provide proper parental or guardian verification to inform the office of the upcoming medical appointment, holiday, or family trip. Students should complete and hand in assignments to be missed to the satisfaction of the classroom teacher(s).

#### D. Other Excused Absences

##### 1. School Activities

Students acting as participants on an extra-curricular team or organization under the direction of a school appointed coach/sponsor will not be considered absent when such participation requires them to miss part or all of the instructional school day. Teachers reserve the right to withhold students from such activities, due to incomplete classroom work or failing grades. In the event of a state sanctioned activity, the administration may expand the requirement to include participants and additional students.

##### 2. College Visitations

Students who have met the standards established for membership in the senior class will be allowed (2) two days per school year for the purpose of visiting colleges or universities without those days being considered absences provided that such visitations have been arranged **in advance** through the school counselor's office. Juniors may be allowed one (1) day to visit a post-secondary institute. College visitation days not arranged through the counselor's office or in excess of two days will be treated as an absence. Students must provide proper parental verification to the office to obtain an excused absence.

#### E. Unexcused Absences

Unexcused absences are any absences that were not due to illness, death in the family, unforeseen emergency, school activity or was planned and not approved in advance. Absences without verification from a parent or guardian, as described in section "C", are also unexcused.

The student will receive no credit for the assignments missed due to an unexcused absence. For the student to receive credit for work missed during an unexcused absence they will need to complete it by 8:00 AM following their day back of return (example: If the student is unexcused on Monday, then that student returns on Tuesday, their work missed from Monday will be due at 8:00 AM on Wednesday of that same week).

#### An absence is unexcused if:

1. The parent or guardian has not called to verify the absence or the student has not presented written notification from the parent.
2. A student leaves the building for any reason without checking out in the principal's office by signing the "sign-out" sheet. Students are also required to sign in if they return before the end of the day.
3. A student attends a **sporting event** as a spectator and not a participant is considered unexcused.
4. Unless the student participated during the season **in that particular sport** and wishes to attend a state tournament or meet, also students who attend a state tournament or meet with a parent **will be excused**.
5. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences," for purposes of the need to provide truancy remediation services. Such absences shall be determined on a per day basis or the hourly equivalent. When a student has excessive absences, procedures shall be implemented to correct the truancy problem as required by law. Students who accumulate twenty (20) unexcused absences per year shall be deemed to be habitually truant. If a student continues to be or becomes habitually truant, the principal shall notify the county attorney as required by law.

#### F. Other Absences

##### 1. Tardiness

Tardiness is defined as not being in an assigned room when the starting bell for any given class period rings. If a legitimate reason exists for the delay (late bus arrival, family crisis, extreme weather) the tardy will be considered excused; all other tardies will be unexcused.

- a. Tardies: Students are to get a pass from the teacher of their previous period for tardiness during the day. Students arriving to class late without a pass will receive an unexcused tardy. A detention will be given on the **third unexcused tardy**. A detention will be assigned for every third unexcused tardy.
- b. Tardies per Quarter: Students will receive an ISS (in-school suspension) after they have accumulated **12 tardies in a quarter**.
- c. Students who are tardy first period must sign in at the office upon arrival to school.
- d. If a student exceeds 12 tardies in a quarter, he/she will receive a detention for each additional tardy until the quarter ends.

## 2. Partial Absences

For attendance purposes, each class period (50 minutes in length) is divided into two halves. Students missing less than 26 minutes of the period will be recorded as tardy. Missing more than 25 minutes of the period will be recorded as 1.0 absence in the daily record for that student.

Students who need to leave the building during the school day must have proper verification from their parent or guardian. Students must report to the office before leaving the building. Students leaving the building without signing out will be considered truant.

3. Organized absences (i.e. “sneak day” or “hooky”) are not sanctioned by the school. This absence is considered as truancy and will be treated as such.

## 4. Truancy

Upon completion of fact gathering regarding a student absence, the principal determines the student to be truant; the student will be subject to the following consequences: the student will receive no credit for the assignments missed due to the truancy. The student will make up the time missed from school at a rate “double” time missed as a result of the truancy. An in school suspension may be assigned to the student as a method to make up the time missed. See Level III of the Discipline Process.

## G. Make-up Work for In School and Out of School Suspensions

Days missed due to an out of school suspension may count as an absence from school. Students absent during the period of suspension are required to make up all work satisfactorily and may receive credit for the make-up work. Exams are an exception to this rule and will be graded accordingly. Upon returning to school after a suspension, all homework during the term of suspension will be due. Homework assignments are to be obtained from the student’s teachers after school.

## H. Requirements for Extracurricular Participation

Students are required to be in attendance in school at least (periods 5, 6, 7 and 8) preceding any scheduled activity in which they are to participate. This requirement may be waived by the principal if the absence is unavoidable. However, it is the responsibility of the student to check with the principal in advance for prior approval.

#### I. Return to School After an Absence

Students returning to school after an absence must obtain a makeup stamp from the office prior to being admitted to any class. This classification is based upon parental or guardian verification, as stated above in Section B. Such classification will determine teacher response to requests for make-up work (i.e. unexcused absences will be recorded by the teacher as a “0” zero). Failure to follow the prescribed procedure above may result in disciplinary action.

It is possible that a student may return to school without a prior parental or guardian verification and be admitted in school with an unexcused absence. This unexcused absence will be recorded on the student’s planner. If the parent or guardian would then provide proper verification to the office, a call or signed note within one (1) day, the absence would then be changed to excused in the office and the classroom teacher(s) would be notified of the change. Students will be given the number of days missed plus one in which to complete the make-up work.

Failure to complete work on time will be recorded as a “zero” or no credit by the classroom teacher. In the event of extenuating circumstances, students may request the principal to extend the time to complete their assignments. The request must be made prior to the conclusion of the original timeline. It shall be the responsibility of the student to contact each teacher for instructions concerning all work to be made up.

#### J. Timely Notification

A notification process has been established to communicate the absence status of a student to a parent or guardian. This process consists of written communication from the school in which the parent or guardian is notified when a student is absent 5, 8, and 10 times for a semester class. When a student is absent ten (10) times from a semester class, excused or unexcused, a letter will be sent by mail to the parent or guardian as a reminder of the absence status.

Upon notification of a student’s tenth (10<sup>th</sup>) absence per semester, the student’s attendance file is reviewed by the Attendance Committee. The Attendance Committee is made up of the principal and school counselor. The superintendent of schools may be invited to be on the Committee by the student, parents or principal. This Committee will collect and consider information regarding student absences from proper and timely verification submitted to the office by the parent or guardian and the classroom teacher(s) of the student. The Committee reserves the right to request further information from the parent or guardian regarding the student absences and proper verification. The Attendance Committee may waive the attendance violation and extend the number of allowable absences in cases where verified illness or injury or other extenuating circumstances accounting for the absences.

The Attendance Committee will review all absences and consider each student as an individual. The Committee may allow a waiver (granting credit for the class) from the strict application of this policy upon a showing of good cause. The Attendance Committee may consider (but not be limited to) the following points of consideration:

1. Whether the absence has been properly verified by a parent or guardian as stated in Section B.
2. Student make-up work completed on or before the due date.
3. Whether the reasons for the absence appear to be in the interest of the student or school.
4. Is the absence contrary to the spirit of this attendance policy?
5. Has the student been disruptive, undisciplined, and failed to comply with school rules and regulations?
6. Other factors deemed appropriate by the Attendance Committee.

If the action of the Attendance committee is not satisfactory, a further appeal may be made to the Board of Education. The aggrieved party will have five (5) working days from the decision of the Appeal committee to appeal to the Board of Education.

### **Article 5 - Scholastic Achievement**

#### **STATEMENT OF THE PHILOSOPHY OR MISSION OF THE DISTRICT MULTICULTURAL EDUCATION PROGRAM**

It is the philosophy of the district as well as the mission of the district to provide learning experiences for students to obtain knowledge about and respect for the diversity and commonalities of the cultures, histories, and contributions of African Americans, Hispanic Americans, Native Americans, and Asian Americans and to adequately stress the contributions of all ethnic groups.

#### **Section 1 Grading System**

Grade reports will be distributed to parents following each grading period. Parent/teacher conferences will be held once in the fall. Grade reports will be mailed home.

Following are the numerical grades that will be issued by teachers and their comparable letter grade:

A	94-100
B+	90-93
B	86-89
C+	82-85
C	77-81
D+	73-76
D	70-72
F	69 & Below
Inc.	Work Incomplete
P or F	Pass or Fail

In the case of a transfer student or other purposes, such as academic honor determination, the following conversion table will be used: 94 - 100 = A = 4.0, 90 - 93 = B+ = 3.5, 86 - 89 = B = 3.0, 82 - 85 = C+ = 2.5, 77 - 81 = C = 2.0, 73 - 76 = D+ = 1.5, 70 - 72 = D = 1.0.

**INCOMPLETE GRADES:**

To receive credit for a class, all incompletes must be cleared by the second Friday following the last date of the semester. Any deviation from this procedure must be approved by the principal.

**Section 2 High School Yearly Course Requirements**

High school students in all grade levels are required to register in the following courses: Math, Social Studies, Science, Health and Physical Education, and Language-Arts Core.

High school students are required to register in the following courses:

9th Grade	Intro to Lit. Math, Physical Science, Geography, P.E./Health
10th Grade	World Literature, Math, Biology, American History
11th Grade	American Literature, Math, Science, World History
12th Grade	English, American Government

All students are required to successfully complete an additional two (2) semesters of a physical education class, and one (1) semester of Speech.

**CLASS MEMBER**

To attend and/or participate in a class activity, a student must have accumulated the necessary academic credits to be considered a member of the participating class. The student must have the following minimum number of hours of academic credits:

Sophomore - 50

Junior - 105

Senior - 155

**Section 3 Graduation Requirements**

It shall be the policy of Friend Public School that to be eligible for graduation from Friend High School, the candidate must have earned a minimum of 245 semester hours credit in grades 9 through 12 inclusive.

Further eligibility for graduation shall require the candidate to present a minimum of 40 earned semester hours credit during the school year in which he/she intends to graduate. Credit hours will be computed in accordance with the Nebraska Department of Education.

In addition, to be eligible for graduation the candidate must have completed 20 approved hours of community service and submitted all required paperwork by the deadline shared by administration.

Satisfactory completion of the following courses must be presented in the candidate’s record:

English	45 semester hours
Social Sciences	40 semester hours
Science	30 semester hours
Math	30 semester hours
P.E. and Health	20 semester hours
Electives	80 semester hours

Exceptions to these requirements may be made by the Board of Education upon the recommendation of the Superintendent, who will support the recommendation with justifiable reasons. A complete record of the recommendation and of the action taken upon it by the Board shall be included in the minutes. The candidates for graduation shall be presented to the Board of Education for approval.

A student who has not met the requirements for graduation but who has attended school regularly may, with the recommendation of the Superintendent, be granted a Certificate of Attendance. Students receiving a Certificate of Attendance shall not be eligible to participate in graduation exercises.

Written notification will be made to parents of students who are in danger of not earning an academic diploma. It shall be required that the candidate have eight (8) semesters experience in grades 9-12.

**Section 4 Junior High Promotion and Retention**

Students will be placed at the grade level and in the courses best suited to them academically, socially and emotionally as determined by the professional staff. Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the professional staff to be appropriate for the educational interests of the student and the educational program.

**Section 5 Change of Schedule**

High school students desiring to change their class schedule after registration must do so by the designated date of each semester, **within 5 days from the start of each semester.** After these dates, no changes will be allowed except by special permission of the principal. In order to change any class, the student must present a written request signed by the parent or guardian indicating approval of such change. Upon presentation of the request and approval of the principal, the student will be issued an official form to be signed by all teachers involved in the change. Any classes dropped after the designated date will be recorded on the permanent record with “Withdrew passing” or “Withdrew failing” and dated.

## **Section 6      Guidance**

School counselors are vital members of the education team and maximize student success by helping all students:

- apply academic achievement strategies
- manage emotions and apply interpersonal skills
- plan for postsecondary options (higher education, military, work force)

School counselors often provide:

- individual student academic planning and goal setting
  - school counseling classroom lessons based on student success standards
  - short-term counseling to students
  - referrals for long-term support
  - collaboration with families/teachers/ administrators/community for student success
  - advocacy for students at individual education plan meetings and other student-focused meetings
  - data analysis to identify student issues, needs and challenges
- (American School Counselor Association)

## **Section 7      Class Rank and GPA**

The primary purpose of ranking students in class is to provide information to colleges for their use in determining eligibility for admission and counseling. Grade point average will be figured for each student each semester and all classes taken and receiving percentage grades will be used in the computation. Class rank will be determined according to the cumulative GPA while attending Friend High School. Class rank for transfer students will be figured once the student has completed 4 semesters of classes taken at Friend High School.

## **Section 8      Honor Roll**

High level of achievement is desired and encouraged by Friend High School. High level of achievement in scholastic endeavor is recognized by the publishing of an Honor Roll at the end of each quarter and each semester. Quarter Honor Roll will be based on quarter grades while Semester Honor Roll will be based on semester grades. We have two levels of achievement for our Honor Roll:

- 1) Honor Roll With Distinction: A student must have an average of 94% or above in all courses in which a percentage grade is received. One D, F, or incomplete grade for a course will automatically eliminate a student from the Honor Roll.
- 2) Honor Roll: A student must have an average of 90% or above in all courses in which a percentage grade is received. The same exclusions apply as above.

## **Section 9      National Honor Society**

The National Honor Society is an organization sponsored by the National Association of Secondary School Principals. It exists with the hope of creating an organization that would

recognize and encourage academic achievement while developing other characteristics essential to citizens in a democracy.

### Selection Procedure:

Membership, **all students who meet the criteria will be selected.** Selection for membership is based on decisions made by the five-member NHS Faculty Council **chosen by the High School Principal.** The sponsor is a non-voting member of the NHS Faculty Council. Eligible students and parents have an option to attend a meeting prior to the selection process. During this meeting, the application, scoring, and selection procedures will be outlined and discussed.

The minimum cumulative grade point average for eligibility for Friend's chapter of the National Honor Society is 90% for sophomores, juniors and seniors. Freshmen are not eligible for National Honor Society membership.

Participation, leadership, and service in school and community are required in addition to scholarship. Students are provided an activity/participation form and requested to complete it. Students who fail to complete the form are not automatically disqualified from consideration, but membership chances could be greatly reduced because the NHS Faculty Council is unlikely to be aware of all the activities and services in which a student is involved. Scholarship receives more weight as it accounts for 40% of the total student score. Leadership, service, and character each account for 20% of the total score.

Membership in the National Honor Society is based on excellence in four areas: character, scholarship, leadership and service. Each area is considered independently; excellence in one area does not automatically qualify a student for membership. Each individual's score will be determined by a numerical rating applied to each student by the NHS Faculty Council. Each council member will consider the following when giving the student a rating:

### SERVICE

- Willingness to render cheerfully and enthusiastically any requested service to the school and community.
- Volunteers dependable and well-organized assistance, is available on his own time and is sacrificing.
- Works well with others and is willing to take on difficult or inconspicuous responsibilities.
- Participates in some outside activity: Girls Scouts, Boy Scouts, Church groups, volunteer services for aged, poor, disadvantaged, family duties.
- Service focus free write.

### LEADERSHIP

- Demonstrates leadership in classroom, at work, and in school activities and demonstrates academic initiative.

- Exercises influence on peers in upholding school ideals.
- Successfully holds school offices or positions of responsibility, conducts business efficiently and effectively, and is reliable and dependable without prodding.
- Exemplifies positive qualities and attitudes.
- Leadership focus free write.

### CHARACTER

- Takes criticism willingly and accepts recommendations graciously.
- Constantly exemplifies desirable qualities of personality and shows courtesy, concern, and respect for others.
- Cooperates by complying with school regulations.
- Demonstrates highest standards of honesty and reliability.

Candidates for and members of National Honor Society must exhibit qualities of character consisting of integrity, positive behavior, cooperation, and ethics. Data on these qualities will be collected by a survey of all secondary faculty members. Obviously, such behavior as truancy, copying, cheating, proven law violations, violations of school rules and regulations, suspensions, patterns of classroom misconduct, absenteeism, avoidance of exams, and incidents that reflect negatively upon a student's character will be considered in this survey. Faculty Council members may use this information as an additional assessment to determine a student's membership.

A profile of each student is derived from an accumulated point total adding each of the four areas above: scholarship, service, leadership, and character. The point totals are calculated by a staff member assigned by the Sponsor. Point totals are listed in descending order. Working as an individual and in confidentiality, each faculty member is given a list of the student point totals in the meeting. The list is used by the faculty member to establish a line or what they determine as a logical "break" denoting admission into National Honor Society. This information will be collected by the Sponsor and shared with the Faculty Council. The Faculty Council may use this information as they meet and make their final selection for members in the National Honor Society.

National Honor Society members are required to live up to the academic and behavior standards expected of them. For those who fail to do so, a review process occurs to determine if the member is placed on probationary status, suspended, or expelled from the membership. **Once you have been removed for behavior unbecoming of an NHS member, you may not re-apply in future years according to National Honor Society by-laws.**

### **Section 10: Academic Eligibility Requirements Grades 7-12**

Grades in all subjects, including non-core classes, will be reported by 9:00 each Monday morning, beginning the third week of each quarter (in a week grading period).

At that time, two lists are created and shared with all teachers, coaches, sponsors, and administrators. The **down list** includes students who have a grade of D+, D, or D- (70% to 76%) in any class. The **failing list** includes students who have a grade of F in any class (69% or lower). Quarter grades are used to determine these lists.

Any student who is failing two or more classes will be deemed ineligible, which means that student may not participate in extracurricular activities from that Tuesday through the following Monday night. If the student's grades have been raised to passing, he/she will regain eligibility on the following Tuesday morning. A letter is sent home to the parent(s)/guardian(s) of any student whose name is on the down list, failing list, and/or is deemed ineligible.

If a student has two D's (70-76%) or any F's (69%-0), he/she is required to attend Wednesday Intervention Time from 3:30-4:15 PM. The student must bring work to complete, and the student is also responsible for communicating this to their parents/guardians and lining up transportation. If a student attempts to skip Wednesday Intervention Time he/she will be dealt with as if he/she were attempting to skip a regular scheduled class.

Students are encouraged to check PowerSchool daily to remain aware of their grades. It is emphasized that it is the responsibility of the student to go to the teacher and determine how he or she can best improve his/her grade.

### **Section 11 Class Load**

Students will be required to register for a minimum of **seven** classes during the eight-period day. Student assistantships are not to be included in the seven class schedule.

### **Section 12 Class Member**

To attend and/or participate in a class activity, a student must have accumulated the necessary academic credits to be considered a member of the participating class. The student must have the following minimum number of hours of academic credits:

**Sophomore - 50**

**Junior - 105**

**Senior - 155**

### **Section 13 Selection of Valedictorian/Salutatorian**

A valedictorian and salutatorian shall be selected from each graduating class. The Valedictorian shall be that graduating senior with the highest cumulative grade point average, while the Salutatorian named shall be the graduating senior with the second highest cumulative grade point average. Transfer students may be eligible once they have completed 4 semesters of classes taken at Friend High School. In the event that the cumulative grade point average of two or more class members is close enough to indicate a possible tie, it shall be at the discretion of the principal to declare a tie for either the valedictorian and/or salutatorian. The determination of Salutatorian

and Valedictorian will be made after the completion of the seventh semester of high school (January of the graduating school year).

#### **Section 14 Academic Letter**

Students in grades 10-12 may earn an Academic Letter each year. The requirements for the letter are:

1. The student must earn at least a 94% grade average for the following cumulative lengths of time:  
**10<sup>th</sup> Grade 3 Semesters**  
**11<sup>th</sup> Grade 4 Semesters**  
**12<sup>th</sup> Grade 6 Semesters**
2. At least one of the semesters listed in the semester requirements for the grades 9-12 must be during the current school year.
3. In order for a quarter or semester to be counted towards the requirements listed above, the student must take at least four academic core classes. Those classes considered core classes for this rule are:

#### **English**

Intro to Lit/Comp  
World Lit/Comp  
American Lit/Comp  
Composition I and II  
Speech  
Applied Communications

#### **Mathematics**

College Algebra  
Calculus  
Algebra II  
Geometry  
Trigonometry

#### **Science**

Agricultural Science  
Biology  
Chemistry  
Physics

#### **Social Studies**

Geography  
World History  
American Government  
American History

#### **Foreign Language**

Spanish I  
Spanish II

4. A distance learning class from another high school or from a college can be approved to substitute for or count as a “core course” requirement. The approval will be given by the Administration and School Counselor.

5. Awards – Each student in grades 10-12 will receive a varsity letter certificate. Students who qualify will also receive an “Academic F” chenille. The chenille will be awarded one time throughout grades 10-12.

The Administration and the Counselor will decide if new courses will be added to the list of core courses and elective curriculum. If a student transfers to Friend, the student will be eligible for an Academic letter after he/she attends Friend for three complete semesters.

#### Freshman A+ Award

If, as a Freshman, you have a 94% (A) GPA for at least three quarters and you are on track to receive an academic letter, you will be awarded the “Freshman A+ Award.

### **Section 15 Student Planners**

In an effort to assist students in organizing their daily tasks and their school year, each student will be presented with a student planner at the beginning of the school year. Students are required to carry their planner. Planners are utilized as a hallway pass. Students who lose their planner are required to purchase a new planner from the school office.

### **Section 16 College and Dual Credit Courses**

Friend Public School offers a variety of options for students wanting to earn Friend Public School and college credit simultaneously (dual credit) and/or college credit while in high school. Students and/or parents should talk to the school counselor to inquire about the options available.

Grades, credits, and payment for the aforementioned college and dual credit courses will be handled as follows:

**Dual Credit Courses Taught by a Friend Public School teacher (College Algebra, Calculus, Composition I and II):** Students will be graded on the Friend Public School grading system/scale, and the semester 1 and semester 2 grades will be factored into the student's Grade Point Average (GPA). The credit hours earned in dual credit courses count toward the 245 hours needed to graduate from Friend Public School and will appear on the student's transcript. The student is entirely responsible for paying for all tuition expenses related to these classes.

**Dual Credit Classes Taught by a Non-Friend Public School Teacher (i.e. any SENCAP [Southeast Nebraska Career Academy Partnership] course):** Students will be graded on whatever grading system is shared by the college instructor at the beginning of the course. The final letter grade assigned by the course instructor (not the grade assigned by the online student SENCAP portfolio instructor) will then be transferred to the highest percentage grade on the Friend Public School grading system that represents the original letter grade. (Example: If the instructor reports a final letter grade of B in Introduction to Psychology, the percentage grade of 89% will be recorded in PowerSchool, since the range of a B is 86-89%.) This grade will be factored into the student's Grade Point Average (GPA). The credit hours earned in these dual credit courses count toward the 245 hours needed to graduate from Friend Public School and will

appear on the student's transcript. The student is responsible for ordering and paying for textbooks or other materials required by the college instructor.

For SENCAP Students only: The student is also responsible for submitting payment for tuition (a personal check is preferred) to Friend Public School within one week (7 days) of the start of the semester. Failure to submit payment will result in the student being dropped from the course. At the end of the semester, the tuition payment will be returned to the student (or the check will be destroyed) *if the student passed the course with a D or higher. Friend Public School will retain payment for course tuition if the student fails the course.*

**College Courses (i.e. any college class that students work on independently while in high school):** Students will be graded on the respective grading system that the college and/or professor shares at the beginning of the course. College coursework is not listed on a student's Friend Public School transcript, the coursework will not count toward the 245 hours needed to graduate from Friend, and the course grade will not be factored into the student's Grade Point Average (GPA). It will be the student's responsibility to request transcripts for college coursework be sent to the post-secondary school they attend after graduation from Friend. The student is entirely responsible for paying for all expenses related to these classes.

## Article 6 - Support Services

### Section 1 Special Education Services

#### Special Education Identification

**All children with disabilities, including children with disabilities attending nonpublic schools, regardless of the severity of their disabilities, and who are in need of special education and related services, are eligible for these services. The school newsletter will contain information about services coordination.**

#### What Does Special Education Mean?

Special education means specially designed instruction and related services adapted as appropriate to the needs of an eligible student with a disability. Special education is provided at no cost to the parent to meet the unique needs of a child with a disability.

#### Students Who May Benefit

A student verified as having autism, behavior disorders, deaf-blindness, developmental delay, hearing impairments, mental handicaps, multiple disabilities, orthopedic impairments, other health impairments, specific learning disabilities, speech-language impairments, traumatic brain

injury or visual impairments, who because of these impairments need special education and related services.

#### How are Students with Disabilities Identified?

Referrals are made by teachers or parents to a Student Assistance Team. If the student assistance team or comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation is completed. An evaluation is conducted to assist in the determination of whether a student has a disability and the nature and extent of the special education and related services the student needs. The evaluation is conducted only with written consent of a parent or guardian. A multidisciplinary evaluation team (MDT) will then meet to determine whether the student is eligible for special education.

#### Independent Evaluation

If a parent disagrees with an evaluation completed by the school district, the parent has a right to request an independent educational evaluation at public expense. Parents should direct inquiries to school officials to determine if the school district will arrange for further evaluation at public expense. If school district officials feel the original evaluation was appropriate and the parents disagree, a due process hearing may be initiated. If it is determined that the original evaluation was appropriate, parents still have the right to an independent educational evaluation at their own expense.

#### Reevaluation

Students identified for special education will be reevaluated at least every three (3) years by the IEP team. The IEP team will review existing evaluation data on the student and will identify what additional data, if any, are needed. The school district will obtain parental consent prior to conducting any reevaluation of a student with a disability.

#### Individual Education Program (IEP)

Upon a student being verified as having a disability, a conference will be held with parents. At the conference, an Individualized Education Program (IEP) will be developed specifying programs and services which will be provided by the schools. Parent consent will be obtained prior to a student being placed for the first time in a program providing special education and related services or early intervention services to infants and toddlers. Once in place, the IEP is reviewed on an annual basis, or more frequently as needed. Parents are given a copy of the IEP.

#### Special Education Placement

The student's placement in a special education program is dependent on the student's educational needs as outlined in the Individual Education Program (IEP). To the maximum extent appropriate, students with disabilities are educated with students who are not disabled. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment occurs only when the nature or severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily. Determination of a student's educational placement will be made by the IEP team.

Written notice shall be given to parents a reasonable time before the school district: 1. Proposes to initiate or change the identification, evaluation, verification or educational placement of a child or the provision of a free appropriate public education; or 2. Refuses to initiate or change the identification, evaluation, or educational placement of the child or the provision of a free appropriate public education to the child.

### More Information

Anyone interested in obtaining a copy of the District's special education policy, the Parental Rights in Special Education brochure, or a copy of the Nebraska Department of Education Rule 51 (special education regulations and complaint procedures) or Rule 55 (special education appeal procedures) may contact the Superintendent. A notice of parental rights, Rules 51 and 55 and more information about special education are also available at the Nebraska Department of Education's website: <http://www.nde.state.ne.us/SPED/sped.html>. Please see our school website for information on Child Find [www.friendbulldogs.org](http://www.friendbulldogs.org)

### **Section 2 Students with Disabilities: Section 504**

Accommodations and related services are made available to students with disabilities under Section 504 of the Rehabilitation Act of 1973. Under Section 504, parents have the following rights:

1. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
2. Have the school district advise you of your rights under federal law.
3. Have your child take part in, and receive benefits from, public education programs without discrimination because of your child's disability.
4. Have the school district advise you of your rights under federal law.
5. Receive notice with respect to identification, evaluation or placement of your child.
6. Have your child receive a free appropriate public education. This includes the right to be educated with non-disabled students to the maximum extent appropriate. It also includes the right to have the school district make reasonable accommodations to allow your child an equal opportunity to participate in school and school-related activities.
7. Have your child receive services and be educated in facilities which are comparable to those provided to students without disabilities.
8. Have your child receive an individualized evaluation and receive special education and related services if your child is found eligible under Section 504.
9. Have evaluation, eligibility, educational and placement decisions made based on a variety of information sources and by persons who know your child and who are knowledgeable about the evaluation data and placement options.
10. Have transportation provided to and from an alternative placement setting at no greater cost to you than would be incurred if your child were placed in a program operated by the school district.

11. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the school district.
12. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement. Obtain copies of educational records at a reasonable cost on the same terms as records are provided to students without a disability unless the fee would effectively deny you access to the records.
13. Receive a response from the school district to reasonable requests for explanations and interpretations of your child's records.
14. Request amendment of your child's educational records if there is reasonable cause to believe that they are inaccurate, misleading or otherwise in violation of the privacy rights of your child. If the school district refuses this request, it shall notify you within a reasonable time, and advise you of the right to a hearing.
15. File a local grievance in accordance with school policy.
16. Request an impartial hearing related to decisions regarding your child's identification, eligibility, and educational program or placement with opportunity for participation by the person's parents or guardian and representation by counsel, and a review procedure. This is provided in the local grievance procedure.

### **Section 3      Guidance Services**

School counselors are vital members of the education team and maximize student success by helping all students:

- apply academic achievement strategies
- manage emotions and apply interpersonal skills
- plan for postsecondary options (higher education, military, work force)

School counselors often provide:

- individual student academic planning and goal setting
- school counseling classroom lessons based on student success standards
- short-term counseling to students
- referrals for long-term support
- collaboration with families/teachers/ administrators/community for student success
- advocacy for students at individual education plan meetings and other student-focused meetings
- data analysis to identify student issues, needs and challenges

(American School Counselor Association)

### **Section 4      Health Services**

Illness or accident: Parents are encouraged to keep students at home when they are running a fever. A student who becomes ill during the school day may be sent to the office. If it is deemed necessary to send the child home, the parent or designated person on the Emergency Information

Sheet will be contacted by the school secretary. The child will be kept at school until dismissal if contact with a parent or designated person is not made.

Students are required to report any accident occurring in school that results in an injury. Students should report to a school staff member. If a child is injured or is ill at school and it is deemed necessary that treatment is beyond that which can be administered, the parent is contacted and asked to come for the child. In case of emergency, the procedures designated by the parents on the Emergency Information Sheet will be followed. Unless parents or guardians expressly forbid, in case of dire emergency the school will call a physician or the Friend Rescue Squad for assistance. Please inform the school of any changes in procedure that comes up. It is the practice of Friend Public School to require students to learn and follow safety rules and procedures in classrooms that require special protection. To support a safe environment, students are required to wear safety glasses in some science and industrial technology classes.

Medication: No medicine will be prescribed or provided to any student without parent permission and a copy of the Medication Permission form on file. The school will dispense non-aspirin (such as Tylenol) if a parent delivers a written note to the nurse, granting the school permission to do so.

Communicable and Infectious Diseases: It shall be the responsibility of the Friend Public School principal(s) to assist in meeting the provisions of the State Health Department covering communicable and contagious diseases by promptly reporting to the school nurse and superintendent the presence of such diseases. Parents are requested to inform the principal and superintendent if their child has contracted a contagious or communicable disease. The principal shall not reenter any such student except under circumstances described below.

Students will be excluded from school for the following communicable diseases and prescribed periods of time:

Measles (Rubeola): A student may return to school the fifth day after the onset of the rash. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease. Most communicable prior to rash.

Three day measles (Rubella): Students may return to school four days after the onset of the rash. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease. Most communicable prior to rash.

Fifth Disease: A student may attend school while rash is still present if there is no fever, excessive itching, sore throat and other discomfort.

Mumps: A student may return nine days after the onset of parotid swelling. The State Health Department must be notified immediately and will advise the school regarding exclusion of other students and personnel who are at risk of contracting the disease.

Chicken Pox (Varicella): A student may return to school after one week if symptom free and all pox are dried.

Shingles (Herpes zoster): A student may return to school after all lesions are dried. Rare in students. May return with lesions covered or as doctor advises.

Streptococcal infection: A student may return to school 24 hours after the start of antibiotic therapy and afebrile (no fever).

Ringworm, impetigo, scabies, and pinkeye (conjunctivitis): A student must remain out of school at least one day and until treatment has begun. Children with mild scabies, lice, impetigo, tinea corporis and conjunctivitis can be sent home immediately with instructions not to return until under a physician's care.

Head lice: Students will be excluded from school until treated and determined to be louse and nit free.

Hepatitis: A student will be readmitted upon approval of a family physician.

Scarlet Fever: A student may return to school 24 hours after starting antibiotics.

Elevated Body Temperature: Students with temperatures over 100 degrees will be sent home.

After illness, students may return to school without the aid of antiemetic (fever-reducing) medication.

**Section 5 School Immunization Rules and Regulations for 2020-21 School Year**

<b>Student Age Group</b>	<b>Required Vaccines</b>
Ages 2 through 5 years enrolled in a school-based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine 3 doses of Polio vaccine 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age 3 doses of pediatric Hepatitis B vaccine 1 dose of MMR or MMRV given on or after 12 months of age 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted.

	4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age
Students entering school (Kindergarten or 1st Grade depending on the school district's entering grade)	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 <sup>th</sup> birthday 3 doses of Polio vaccine 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Students entering 7 <sup>th</sup> grade	Must be current with the above vaccinations AND receive 1 dose of Tdap (contain Pertussis booster)
Students transferring from outside the state at any grade	Must be immunized appropriately according to the grade entered.

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet:  
<http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011) **Updated 6/2019**

## **Section 5      Transportation Services**

Transportation to and from school is provided to students in accordance with law and Board policy. Students may also be provided transportation on field trips and when participating in school activities. Students are expected to follow the behavioral expectations for riding school buses.

Behavior on School Buses – General Conduct Rules Apply: While riding school buses, you are expected to follow the same student conduct rules which apply when you are on school property or attending school activities, functions or events. There are also special conduct rules for riding school buses. These rules also apply to riding other school vehicles.

## **Article 7 - Drugs, Alcohol and Tobacco**

### **Section 1                      Alcohol and Illicit Drug Use Prohibited**

The Friend Board of Education expressly prohibits the unlawful possession, use, or distribution of illicit drugs and alcohol by school employees, volunteers and students on school property or at any school sponsored event or activity; further, any employee, volunteer, or student found to be under the influence of alcohol or illegal drugs while on school property or at a school sponsored event or activity will be subject to disciplinary measures; if a student is suspected of being under the influence of a substance the administration will require a UA (urine analysis) at either the local police department under police supervision or a local Friend medical facility.

Moreover, the Board authorizes and directs school administrators or their representatives to discipline employees, volunteers, or students, consistent with pertinent state and federal law, for any violations of this policy. Discipline for employees may extend to a recommendation for dismissal. While the Board does not sponsor directly rehabilitative services, it reserves the right to require that any disciplined employee undergo rehabilitation as a condition of continued employment. Discipline for any adult volunteers may include removal from the volunteer position. Discipline for students may include suspension, expulsion, and or a referral to a rehabilitative agency. Information on area agency rehabilitative services may be obtained from the school counselor. The Board will implement and support curricular materials and activities that teach about the harmful effects of alcohol and illegal drugs and serve as prevention and intervention programs. Finally the Board directs that this policy be included in all staff student handbooks and that it be posted in staff lounges and workrooms. **This also includes and pertains to any and all synthetic drugs. (i.e. K-2) and vaping products.**

## **Section 2                    Smoking Prohibited**

It shall be the Friend Public School Board's policy that in order to promulgate a healthy environment for students and staff and to encourage healthy behavior in students, smoking shall be prohibited in the Friend Public School buildings. Private, enclosed offices are not exempt from this policy. There shall be no designated smoking areas within any of the Friend Public School buildings, for employees, students, visitors to the schools, and/or the general public. Smoking shall also be prohibited in the stands and bleachers at the football field and near the entry of school buildings. This policy shall apply all times whether school is in session or not.

**This includes E-Cigarettes and vaping products.**

## **Section 3                    Drug-Free Schools**

The District implements regulations and practices which will ensure compliance with the federal Safe and Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects. The consistent message of the program is that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful.

## **Section 4                    Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs. The curriculum includes the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades. The District provides in-service

orientation and training for staff with regard to drug and alcohol education and prevention programs, as needed.

Drug and Alcohol Use and Prevention. Each student of the District is hereby provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities.

Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs. Information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs is available to all of the students upon request of the Counselor. In the event of disciplinary proceedings against a student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel will confer with the student and the student's parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel consider to be of benefit.

Safe and Drug-Free Schools—Parental Notice. Pursuant to the provisions of the No Child Left Behind Act, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the District of such objection in writing. Upon the receipt of such notice, the student will be withdrawn from the program or activity to which parental objection has been made.

## **Section 5      Standards of Student Conduct Pertaining to Drugs, Alcohol, and Tobacco**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs or alcohol on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use, distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
6. Possession, use or distribution of any tobacco product, including vaping products, and E-cigarettes.

### Disciplinary Sanctions

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including expulsion and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and unlawful substances will be turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardians will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### Intervention

The District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational environment, the school has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff.

### Administration

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

## **Article 8 - Student Rights, Conduct, Rules, and Regulations**

### **Section 1 Student Conduct and Discipline Policies**

The basis for an education is to prepare the student for the demands of the adult world, its challenges and its problems. The rules and standards of student conduct contained herein are intended to provide notice to students as to the conduct prescribed or required of them and of the responsibilities of the students in the Friend Public School System. Students are required to conduct themselves in a respectable manner, be considerate of other pupils' rights and make the best use of the opportunities available. Permission to remain in class is based on good behavior. Attendance ends as soon as the pupil shows an unwillingness to observe the regulations of the particular class and shows lack of cooperation.

The rules and standards in this section apply to all school buildings or any school ground during, immediately before, or immediately after school hours. They also apply to any school-sponsored

function or event whether on or off school grounds. This section does not define all types of aspects of student conduct: however, the Board of Education has the responsibility to set forth policies, rules, and regulations to help students conduct themselves in a proper manner as reasonably good citizens of the school community.

## **Section 2 Forms of School Discipline**

### Short-Term Suspension:

Students may be excluded by the Principal or his designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:

1. Conduct constituting grounds for expulsion as hereinafter set forth; or,
2. Other violations of rules and standards of behavior adopted by the Friend Public School Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

1. The Principal or the Principal's designee shall make a reasonable investigation of the facts and circumstances. In addition, such short-term suspension will be made only after a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
2. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
3. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student, and the student's parent or guardian, describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

### Long-Term Suspension:

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

### Expulsion:

Meaning of Expulsion. 1) Expulsion shall mean exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. 2) The Principal may suspend a student immediately, regardless of the fact that a hearing was requested within 5 days of notice of expulsion or long term suspension by the school, if the Principal determines that such immediate suspension is necessary to prevent or substantially reduce the risk of: (a) interference with an educational function or school purpose, or (b) personal injury to the student, other students, school employees, or school volunteers. Although the preferable practice is that the principal make such determination in writing, nothing in this policy shall so require. If no hearing is requested, the immediate suspension will continue until the date the long term suspension, expulsion, or mandatory reassignment takes effect. If a hearing is requested, the suspension will continue until the date the Hearing Examiner files the report of his or her findings with the Superintendent, if the Principal has made a determination as above described.

1. 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.
2. 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 and to such other consequences which the school district deems appropriate. In lieu of other authorized educational programs to which the student

may be assigned, such school, class, or program may be offered as a community-centered classroom and may include experiences for the student as an observer or aide in governmental functions, as an on-the-job trainee, and as a participant in specialized tutorial experiences or individually prescribed educational and counseling programs. Such programs shall include an individualized learning program to enable the student to continue academic work for credit toward graduation. At the conclusion of the designated period: (1) if the student has satisfactorily participated in the school, class, or program to which such student has been assigned the student shall be reinstated and permitted to return to the school of former attendance or to attend other programs offered by the district, and action to expunge the record of the expulsion action may be taken at the discretion of the Superintendent or his or her designee, or (2) if the student's conduct has been unsatisfactory, the expulsion action shall be enforced. The determination of whether the students' participation and conduct has been satisfactory or not shall be made by Principal or the Principal's designee.

3. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

#### Other Forms of Student Discipline:

Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but 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. The actions may also include in-school suspensions during the day. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures and a failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

### **Section 3 Student Conduct**

Students have an opportunity to learn by sharing some of the responsibility for creating a good learning environment. To help maintain a quality instructional environment for all students attending Friend Public School, all students are expected to refrain from the following conduct.

#### Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment:

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

1. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes;
2. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, or repeated damage or theft involving property;
3. Causing or attempting to cause personal injury to a school employee, to a school volunteer, or to any student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision;
4. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student;
5. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon;
6. Engaging in the 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 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); if a student is suspected of being under the influence of a substance the administration will require a UA (urine analysis) at

- either the local police department under police supervision or a local Friend medical facility;
7. Public indecency;
  8. Sexually assaulting or attempting to sexually assault any person. In addition, 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, the student is subject to suspension, expulsion, or mandatory reassignment regardless of where the conduct took place. For purposes of this subdivision, sexual assault shall mean sexual assault in the first degree and sexual assault in the second degree as defined in sections 28-319 and 28-320, as such sections now provide or may hereafter from time to time be amended;
  9. Truancy or failure to attend assigned classes or assigned activities;
  10. Tardiness to school, assigned classes or assigned activities;
  11. 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;
  12. Dressing in a manner which is dangerous to the student's health and safety, a danger to the health and safety of others, or which is disruptive, distractive or indecent to the extent that it interferes with the learning and educational process. (Further dress code information is provided in a later section).
  13. Willfully violating the behavioral expectations for those students riding Friend Public School buses.
  14. 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.
  15. A repeated violation of any rules and standards validly established by the Board of Education or school officials if such violations constitute a substantial interference with school purposes. In addition, a student who engages in the following conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except

if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or,

16. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm. In addition, a student who is determined to have brought a firearm to school, or to have possessed a firearm at school, shall be expelled from school for a period of not less than one year. The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. The term “to school” or “at school” means 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.

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

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

The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

#### **Section 4            Reporting Student Law Violations**

1. Cases of law violations or suspected law violations by students will be reported to the police and to the student's parents or guardian as soon as possible.
2. When a Principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the Principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the Principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

3. In an effort to demonstrate that student behavior is always subject to possible legal sanctions regardless of where the behavior occurs it shall be the policy of the Friend Public School to notify the proper legal authorities when a student engages in any of the following behaviors on school grounds or at a school sponsored event:
  - Knowingly possessing illegal drugs or alcohol.
  - Assault.
  - Vandalism resulting in significant property damage.
  - Theft of school or personal property of a significant nature.
  - Automobile accident.
  - Any other behavior which significantly threatens the health or safety of students, staff or other persons or which is required by law to be reported.

### **Section 5 Due Process Procedure**

Procedures for Long-Term Suspension, Expulsion or Mandatory Reassignment: The following procedures shall be followed with regard to any long-term suspension, expulsion or mandatory reassignment.

1. The Principal shall prepare a written summary of the alleged violation and the evidence supporting the alleged violation with the Superintendent or his or her designee.
2. 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, and a notice of intent to discipline the student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent or his or her designee, 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.
3. The Principal or his or her designee shall serve by registered or certified mail or by personal service the student and the student's parents or guardian with a written notice within two school days of the date of the decision to recommend long-term suspension or expulsion. Said 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 or expulsion including a summary of the evidence to be presented against the student as submitted by the Principal.
  - (b) The penalties to which the student may be subjected and the penalty which the Principal, or his or her designee has recommended in the charge.

- (c) A statement explaining the student's right to a hearing upon request on the specified charges.
  - (d) A description of the hearing procedures provided by these policies along with procedures for appealing any decision rendered at the hearing.
  - (e) A statement that the administrative representative, legal counsel for school, the student, the student's parents, or the student's representative or guardian shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
  - (f) A form or a request for hearing to be signed by such parties and delivered to the Principal or his or her designee in person or by registered or certified mail.
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. In the event that the Principal has not received a request for hearing within five school days following receipt of the written notice, the punishment recommended in the charge by the Principal, or his or her designee shall automatically go into effect.
  6. If a hearing is requested more than five school days following the actual receipt of the written notice, but not more than thirty calendar days after actual receipt, the student shall be entitled to a hearing but the punishment 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.
  8. In the event that a hearing is required to be provided, the Superintendent shall appoint a hearing officer.

Hearing Procedure:

1. Hearing Officer. The hearing officer shall be any person designated by the Superintendent. The hearing officer shall be an individual who has had no involvement in the charge, will not be a witness at the hearing and who has not brought the charges against the student. It shall be the duty of the hearing officer to remain impartial throughout all deliberations. The hearing officer shall be available prior to any hearing held pursuant to this policy to answer any questions the administrative representative, the student, the student's parents, or guardian, may have regarding the nature and conduct of the hearing.
2. Administrative Representative. The Principal may appoint an administrative representative to present the facts and evidence. Such administrative representative may be an attorney or may be represented by an attorney, but any

such attorney shall not advise the hearing officer or parties who may review the proceedings as their counsel.

3. Notice of Hearing. If a hearing is requested within five school days of receipt of the notice, the hearing officer shall, within two school days after being appointed, give written notice to the administrative representative, and the student, the student's parents or guardian of the time and place for the hearing. The hearing shall be scheduled within a period of five school days after it is requested. No hearing shall be held upon less than two school days' actual notice to the administrative representative, and the student, the student's parents, or guardian, except with the consent of all of the parties.
4. Continuance. Upon written request of the student or the student's parents or guardian, the hearing officer shall have the discretionary authority to continue from time to time the hearing. In addition, the hearing officer may continue the hearing upon any good cause.
5. Access to Records. The administrative representative, the student, the student's parent or guardian and the legal counsel of the student shall have the right to examine the records and affidavits and the statements of any witnesses in the possession of the Friend Public School Board of Education at any reasonable time prior to the hearing.
6. Hearing Procedure. The hearing shall be attended by the hearing officer, the student, the student's parents, or guardian, the student's representative if any, and the administrative representative. Witnesses shall be present only when they are giving information at the hearing or with the consent of both parties. The student may be excluded at the discretion of the hearing officer at times when the student's psychological evaluation or emotional problems are being discussed. The student or the student's parents or guardian or both may be represented by legal counsel. The hearing examiner may exclude anyone from the hearing when his/her actions substantially disrupt an orderly hearing. The formal rules of evidence shall not apply at the hearing. The administrative representative shall present to the hearing officer statements, in affidavit form, of any person having information about the student's conduct and the student's records, but not unless such statements and records have been made available to the student, the student's parents, guardian or representative prior to the hearing. The information contained in such records shall be explained and interpreted prior to or at the hearing to the student, parents or guardian, or representative at their request, by appropriate school personnel. The student, the student's parents, guardian, or representative, the administrative representative or the hearing officer may ask witnesses to testify at the hearing. Such testimony shall be under oath and the hearing officer shall be authorized to administer the oath. The student, parent, guardian, or

representative, administrative representative, or the hearing officer shall have the right to question any witness giving information at the hearing, the student may testify in his/her own defense in which case he/she shall be subject to cross-examination nor will any conclusion be drawn therefrom. Any person giving evidence by written statement or in person at a hearing shall be given the same immunity from liability as a person testifying in a court case. A single hearing may be conducted for more than one student if in the discretion of the hearing examiner a single hearing is not likely to result in confusion or prejudice to the interest of any of the students involved. If during the conduct of such a hearing, the hearing examiner concludes that any of such student's interests will be substantially prejudiced by a group hearing, or that confusion is resulting, the hearing examiner may order a separate hearing for each or any of said students.

7. Availability of Witnesses. The hearing officer will have the authority to subpoena any witnesses to the hearing and shall make reasonable efforts to assist in obtaining the attendance of any witnesses requested by the student, student's parents or guardian or their legal representative.
8. Record. The proceedings of the hearing shall be recorded at the expense of the school district.
9. Findings. Within a reasonable time after the conclusion of the hearing, the hearing officer shall prepare and submit to the Superintendent of schools his/her written findings and recommendation as to disposition. This report shall explain, in terms of the needs of both the student and the school board, the reasons for the particular action recommended. Such recommendation may range from no action, through the entire field of counseling, to long-term suspension, expulsion, or mandatory reassignment.
10. Review by Superintendent. The Superintendent of schools shall review the findings and recommendations of the hearing officer and in his/her discretion may also review any of the facts and evidence presented at the hearing and based upon such report and the facts shall determine the sanctions to be imposed. However, the Superintendent may not impose a more severe sanction than that imposed by the hearing officer.
11. Notice of Determination. Written notice of the findings and recommendations of the hearing officer and the determination of the Superintendent of schools shall be made by certified registered mail or by personal delivery to the student, the student's parents or guardian. Upon receipt of such written notice by the student and/or parents and guardian, the determination of the Superintendent shall take immediate effect.

12. Appeal to Board. The student, student's parents or guardian may, within seven school days following the receipt of the Superintendent's decision, submit to the Superintendent of schools a written request for a hearing before the Board of Education.
  
13. Review by Board of Education. Upon receipt of the request for review of the Superintendent's determination, the Board of Education or a committee of not less than three members shall, within ten school days, hold a hearing on the matter. Such hearing shall be made on the record except that the board may admit new or additional evidence to avoid substantial threat of unfairness. Such new evidence shall be recorded. The Board of Education or committee thereof may withdraw to deliberate privately upon the record and new evidence. Any such deliberation shall be held in the presence only of board members in attendance at the appeal proceeding, but may be held in the presence of legal counsel who has not previously acted as the administrative representative in presenting the school's case before the hearing officer. If any questions arise during such deliberations which require additional evidence, the Board of Education or committee thereof may require the hearing to receive such evidence, subject to the right of all parties to be present. A record of any such new or additional evidence shall be made and shall be considered as a part of the record and based upon the evidence presented at the hearing before the hearing officer, and such new or additional evidence, the Board of Education or the committee shall make a final disposition of the matter. The board may alter the Superintendent's disposition of the case if it finds his/her decision to be too severe, but it may not impose a more severe sanction. A designated method of giving notice by the Board of Education or committee thereof, if required, for any Board review shall be by posting on the schoolhouse door.
  
14. Final Decision of Board of Education. The final decision of board shall be delivered to the student and parents or legal guardian of the student by personally delivering the same or by mailing the same by certified or registered mail.

### **Section 6 Additional Student Rules**

The following additional student conduct rules are established. Failure to comply with such rules is grounds for disciplinary action, up to and including expulsion, as further specified in these rules. These rules govern student conduct on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event.

#### Discipline Process:

The Discipline Process is a listing of general school rules (exceptions of student behavior) and consequences. This list is not all inclusive; however, the Discipline Process addresses student behavior that interferes with their own and other's education.

Levels of Infractions: The level at which a student enters the discipline process is dependent upon the circumstances which may include a student's prior conduct, responses to prior consequences, student's attitude, and effect of student's conduct on the school and others. The following is a list of infractions and the level at which each enters the due process system. "Please note: This list is NOT all inclusive.

LEVEL I      Consequences for the following infractions listed below will be determined by the principal.

1. Plagiarism or dishonesty
2. Public displays of affection
3. Classroom misconduct
4. Disrespect for others, including their property
5. Eating food/candy
6. Possessing food or drinks (other than in the cafeteria at an allowable time/circumstance)
7. Inappropriate behavior at school sanctioned events
8. Cheating (resulting in a zero for the assignment)
9. Nuisance items (radios, tape players, pagers, sun glasses, etc.)
10. Hallway misconduct
11. Locker violation
12. Snowballing

LEVEL II      Consequences for the following infractions listed below will be determined by the principal.

1. Hall pass violations
2. Excessive tardiness
3. Unexcused absences
4. Disrespect for school or other individual's property (student will be required to pay replacement costs or repair)
5. Cafeteria misconduct
6. Misuse of car/parking lot violations
7. Cursing/abusive language
8. Insubordination
9. Gambling
10. Behavior which interferes with class work or other school activities
11. Violation of dress code
12. Stealing of property or theft
13. Possession of pictures or drawings which are obscene or derogatory to any school employee or student

14. Open campus violation during the lunch break
15. Hazing/initiations
16. Truancy
17. Harassment and Bullying

**\*The list is NOT all inclusive**

**LEVEL III** Consequences for the following infractions listed below will be determined by the principal. Cursing/abusive language/vulgar gestures

1. Destruction of school or other individual's property (student will be required to pay for the repair or replacement of such property).
2. Possession of or under the influence of tobacco products, alcohol, illegal drugs or imitation controlled substance or vaping products.
3. Stealing or attempting to steal property of substantial value.
4. Vandalism (criminal acts).
5. Causing or attempting to cause personal injury to any school employee, volunteer, or student.
6. Use of violence, force, coercion, threat, intimidation or similar conduct which interferes with the purpose of school.
7. Knowingly possessing, handling, or transmitting, a weapon.
8. Public indecency.
9. Harassment of any student or school employee.
10. Repeated violation of any rules as outlined in the Student Handbook or established by School Administrators or Board of Education.
11. Engaging in activity which constitutes a threat to himself, herself and others or interferes with school purposes.
12. Sexual assault or attempted sexual assault.
13. Disrespect for any or all school employees.
14. Chronic absenteeism, tardiness, or truancy.
15. Unsportsmanlike activity.
16. Hazing/initiations.
17. Harassment and Bullying.

**\*The above list is NOT all inclusive.**

### **Section 7 Harassment and Bullying**

Threats – oral and/or threatening behavior—will not be tolerated between students or directed at a school employee. Threatening another person will result in suspension up to five days, parents notified, and a report filed with the local police department.

### **Section 8 Hazing – Initiations**

It shall be considered unlawful for any student, either individually or collectively, to engage in any hazing, initiation prank, practical joke, trick or other mischievous conduct, either malicious or otherwise, involving another student of this school or any other school, or related to inter-school rivalry or directed against or affecting any person whomsoever, including teachers,

school employees, parents, and members of the public at large, and regardless of whether such activity be conducted on school premises or off school premises, or within boundaries of the school district or outside such boundaries or during or after school hours. This regulations is for the protection of persons and property and will be strictly enforced. Violation will be grounds for disciplinary measures commensurate with the offense, including expulsion.

### **Section 9 Class Conduct**

This shall be based on mutual respect for each person’s individual rights. The basic right of class membership is contingent on non-infringement of the rights of others. The classroom teacher shall maintain a proper atmosphere conducive to good instruction. Pupils will conduct themselves in a respectful manner, be considerate of other people’s rights, and make the best of the opportunities available. Faculty, staff, and substitute teachers will be addressed as Mr., Mrs., Miss, or Ms. depending on their preference. The privilege to remain in class is based upon good behavior. No cursing or abusive language will be tolerated. Offenders may be suspended from the class or from school. Students are not permitted to sit on tables or counter tops and are prohibited from placing their feet on top of tables, desks, chairs, or counter tops.

Any school sanctioned or sponsored event is considered a legal extension of the classroom and all school rules apply. This includes activities at other locations as well as local events.

### **Section 10 Dismissal From Class or Activity**

Any student sent from the class or activity for misconduct must report directly to the principal’s office. **This is an automatic detention for getting sent to the office. If the student refuses to follow the teacher’s request, it will be construed as insubordination and he/she will be suspended according to the handbook.**

### **Section 11 School Detentions**

Administrators, teachers and paraprofessionals have the authority to detain students after school or require students to arrive to school early for extra help or for disciplinary action.

- 1. Monday Afternoon Detention: 3:30 pm to 4:00 pm (30 minutes)**
- 2. Tuesday Afternoon Detention: 3:30 pm to 4:00pm (30 minutes)**
- 3. Wednesday Afternoon Detention: 3:30 pm to 4:00 pm (30 minutes)**
- 4. Thursday Afternoon Detention: 3:30 pm to 4:00 pm (30 minutes)**
- 5. Friday Afternoon Detention: NONE**

Failure to serve assigned detention or arriving late to a detention will result in a doubling of the time assigned. Students who skip detention will have their time doubled. If they skip again then the consequence is ISS (In School Suspension) or OSS (Out of School Suspension). Students who receive detentions will serve them on the day they were issued. If there are extenuating circumstances, administration may arrange a different date. Make up work and duration during the suspension time will be addressed as previously outlined in section “Procedure to be followed for short-term suspensions.”

## **Section 12     Substitute Teachers**

Substitute teachers are guests in our school. They have a difficult task to perform in the absence of the regular teacher. Students are asked to give substitutes as much help as they can. In this way, classes will be effective and students will receive the maximum benefit. If a student receives a detention from the substitute teacher, this is automatically doubled by the classroom teacher.

## **Section 13     Dress Code**

Students at Friend Public School are expected to dress in a way that is appropriate for a school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. **This applies to all home and away events that are school related, even as a fan or spectator. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:**

1. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps - straps less than 1", "tarzan" shirts, mesh, sagging pants); shorts or skirts (clothing) must cover a student's leg to the point where the students' finger tips down at their side is the "highest" the skirt or short can be.
2. Clothing or jewelry that advertises beer, alcohol, tobacco, or illegal drugs;
3. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage "horse-play";
4. Head wear including hats, caps, bandannas, hoods, and scarves;
5. Clothing or jewelry which exhibits nudity, makes sexual references or carries double meanings.
6. Jeans or pants with holes above the kneecap that expose skin are unacceptable.

Consideration will be made for students who wear special clothing as required by religious beliefs, disability, or to convey a particularized message protected by law. The final decision regarding attire and grooming will be made by the Principal or Superintendent. In the event a student is uncertain as to whether a particular item or method of grooming is consistent with the school's guidelines, the student should contact the Principal for approval, and may also review such additional posting of prohibited items or grooming which may be available in the Principal's office. Coaches, sponsors or teachers may have additional requirements for students who are in special lab classes, students who are participants in performing groups or students who are representing the school as part of an extracurricular activity program.

On a first offense of the dress code the student will receive an office referral and will be required to change the clothing. The student may call home for proper apparel or the school will provide a t-shirt, sweatshirt, or sweat pants, etc. If the student will not change the clothing, the student will be assigned to in-school suspension for the remainder of the day. Continual violations of the dress code will result in disciplinary actions under the Student Code of Conduct above. This may

include a phone call to a parent, after school detention, suspension, or expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in discipline, up to expulsion.

**Section 14 Electronic Devices**

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

b. Definitions.

- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, laptop computers, earbuds/headphones, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
- (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
  - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
  - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
  - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

- (1) Students are not permitted to possess or use any electronic devices during class time except as otherwise provided by this policy. Cell phone usage is

strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.

(2) Students are permitted to possess and use electronic devices before school hours, at lunch time during the catwalk time, during passing periods, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (4)(a)). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a laptop computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken

to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

- (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
- (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

e. Penalties for Prohibited Use of Electronic Devices:

Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a “sexting” message shall be subject to a five (5) day suspension from school.

f. Reporting to Law Enforcement.

Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

g. Responsibility for Electronic Devices.

Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students’ electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

- (3) Harassment and Bullying Policy: Threats – oral and/or threatening behavior—will not be tolerated between students or directed at a school employee. Threatening another person will result in suspension up to five days, parents notified, and a report filed with the local police department. Students are encouraged to report bullying in a timely manner to a trusted adult.
- (4) Inappropriate Public Displays of Affection (IPDA): Displays of affection are not acceptable behavior in the school building. Students are expected to conduct themselves with taste and respect for themselves and others in these relationships. Public demonstrations of kissing, embracing, and other intimate contacts are embarrassing to others and show little respect for the reputation of the partner involved. Discipline action taken includes detentions, or other consequences deemed necessary.
- (5) Network, E-Mail, Internet and Other Computer Use Rules:  
General Rules:
- (i) The network is provided to staff and students to conduct research and communicate with others. Access to network services is given to staff and students who have agreed to act in a responsible manner. Parental permission is required for student use. Access for all staff and students is a privilege and not a right.

- (ii) Individual users of the district network are responsible for their behavior, actions, problems, and communications involving and over the network. Users will comply with district rules and will honor the agreements they have signed. Beyond clarification of such rules, the district is not responsible for restricting, monitoring, editing, or controlling the information, equipment or communications of individuals utilizing the network or the end product or result of such utilization.
  - (iii) Network storage areas shall be treated like school lockers for students. Network administrators may review files, information, equipment, messages and communications of staff and students to maintain system integrity and insure that users are using the network system responsibly. Users should not expect that files or any information stored or otherwise used or retained on the network, district servers, or in computers, will be private. No reasonable expectation of privacy shall exist in relation to network use.
  - (iv) Users should not expect, and the district does not warrant, any information or products obtained from the network, that files or information stored, obtained or used on the network will be private, and use of the network waives and relinquishes all such privacy rights, interests or claims to confidentiality the user may have under state or federal law.
  - (v) The district will not be liable for, and does not warrant in any way, purchases made by any user over the network. Users shall not make purchases of goods and/or services via the district's network.
- (b) Policy and Rules for Acceptable Use of Computers and the Network: The following policy and rules for acceptable use of computers and the network, including Internet, shall apply to all district administrators, faculty, staff and students. The term "Users", as contained herein, shall apply to all such individuals. The Superintendent, or the Superintendent's designee, is hereby delegated all authority and is the ultimate person in charge of the district network and technology resources or equipment, and the same shall also be under the direct supervision of the site or building administrator where located, sometimes herein called "network administrators."
- (i) Users shall not erase, remake, or make unusable anyone else's computer, information, files, programs or disks. In addition to any other disciplinary action or legal action that may occur, any user violating this rule shall be liable for any and all damages to the computer, information, files, programs or disks.
  - (ii) Users shall not let other persons use their name, account, log-on password, or files for any reason (except for authorized staff members).
  - (iii) Users shall not use or try to discover another user's account or password.

- (iv) Users shall not use the computers or network for non-instructional or non-administrative purposes (e.g., games or activities for personal profit).
  - (v) Users shall not use the computer for unlawful purposes, such as illegal copying or installation of unauthorized software.
  - (vi) Users shall not copy, change, or transfer any software or documentation provided by teachers, or other students without permission from the network administrators.
  - (vii) Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code, software or information designed to self-replicate, damage, or otherwise hinder the performance of the network or any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - (viii) Users shall not use the computer to annoy or harass others with language, images, or threats. Users shall not access, accept, create or send any obscene, vulgar, lewd, tasteless, or objectionable messages, information, language, or images.
  - (ix) Users shall not damage the network or equipment, damage information belonging to others, misuse network resources, or allow others to misuse network resources. In addition to any other disciplinary action or legal action that may occur, any user violating this or any other rule shall be liable for any and all damages to the computer, network, information, files, programs or disks.
  - (x) Users shall not tamper with computers, networks, printers, or other associated equipment except as directed by the teacher or network administrator.
  - (xi) Users shall not take technology equipment (hardware or software) from the school grounds or remove such from computer work areas without written permission of the network administrator.
- (c) Etiquette and Rules for Use of Computers and the Network: All users of computers and the network are expected to abide by the generally accepted rules of network etiquette. Informal rules of behavior have evolved for the use of and communication on the network, Internet and other on-line services. Breaches can result in harsh criticism by others. These rules of behavior include (but are not limited to) the following:
- (i) Be polite. Do not become abusive in your messages to others.
  - (ii) Use appropriate language. Do not swear, use vulgarities or any other inappropriate language, message, information or images.
  - (iii) Do not reveal your personal account, address or phone numbers, or that of other students or colleagues.
  - (iv) Note that electronic mail (e-mail) is specifically not guaranteed to be private. People who operate the system do have access to mail. Messages

relating to or in support of illegal activities may be reported to the authorities. Messages which violate the rules will result in disciplinary action.

- (v) All communications and information accessible via the network should be assumed to be private property of others.
- (vi) Do not place unlawful information on any network system.
- (vii) Keep paragraphs and messages short and to the point. Focus on one subject per message.
- (viii) Include your signature at the bottom of e-mail messages. Your signature footer should include your name, position, affiliation, and network or Internet address.
- (ix) Other rules may be established by the network administrators or teachers from time to time.

(d) Penalties for Violation of Rules: All of the policies, rules, and procedures for acceptable use of computers and the network are intended to make the computers and the network more reliable for users. They are also intended to minimize the burden of administrating the networks so that more time can be spent on education and enhancing services. Use of the computer and access to telecommunications resources is a privilege and not a right. Violation of the policies, rules, and procedures concerning the use of computers and the network may result in disciplinary action up to, and including, loss of access, suspension and/or expulsion of students from school and loss of access, suspension, termination, non-renewal or cancellation of the contract of administrators, teachers, or other school employees.

(e) Student and Parent Agreements: Students and parents may be required to sign a computer and network use agreement as a condition of the student being permitted to use such equipment.

## 7- Risks of Social Networking (Social Media)

- **Check Your Privacy Settings**: In most cases, the default privacy settings will give your posts the most public exposure which can be very dangerous.
  - Keep your social profile strictly private, the best settings are where only friends can see what you post because you never really know who your friends are friends with online
  - Avoid using location services like Foursquare and disable location services on Facebook, Instagram, Twitter, etc. when posting photos. It's cool, sure... but it's not necessary and the risk is greater than the reward.
- **Be Cautious of Friend Requests**: Play it safe and only accept friend requests from friends in the real world. Fake profiles are also created for cyber bullying. When a new friend request comes in, and you think you know the person, be sure to check their profile first and see if anything looks fishy.

- If you do meet somebody new online, never agree to meet them off line.
- If somebody you met online sends or requests provocative pictures, tell an adult. You have to approach online friends (who you don't know in the real world) as a potential predator because even if it feels like you know them, you really don't know who they are.
- **Think Before You Post:**
  - Limit personal contact information in your profile and posts. Never give away your phone number or address.
  - Keep private information private. If you want to share information with a friend, do it directly by phone or text.
  - Think first before you post what you are thinking or feeling. Even though you can delete something (a post, picture, comment, etc.) you can never permanently erase something that has been published on the internet.

## **Article 9 - Extra-Curricular Activities - Rights, Conduct, Rules and Regulations**

### **Section 1      Activity Eligibility Requirements**

The Friend Public School will follow the requirements as set forth by the Nebraska School Activities Association for student participation in extracurricular activities. The student must have successfully received credit for 20 semester hours of work the previous semester (Nebraska School Activities Association rule) Students ineligible to participate in the extra-curricular event will nevertheless attend all practice sessions.

An activity is defined as an appearance by an individual or group before the public as a representative of Friend Public School. Exceptions are graded performances, such as winter/spring vocal and instrumental music concerts.

### **Academic Eligibility Requirements Grades 7-12**

Grades in all subjects, including non-core classes, will be reported by 9:00 each Monday morning, beginning the third week of each quarter (in a week grading period).

At that time, two lists are created and shared with all teachers, coaches, sponsors, and administrators. The **down list** includes students who have a grade of D+, D, or D- (70% to 76%) in any class. The **failing list** includes students who have a grade of F in any class (69% or lower). Quarter grades are used to determine these lists.

Any student who is failing two or more classes will be deemed ineligible, which means that student may not participate in extracurricular activities from that Tuesday through the following Monday. If the student's grades have been raised to passing, he/she will regain eligibility on the following Tuesday morning.

A letter is sent home to the parent(s)/guardian(s) of any student whose name is on the down list, failing list, and/or is deemed ineligible.

Students are encouraged to check PowerSchool daily to remain aware of their grades. It is emphasized that it is the responsibility of the **student** to go to the teacher and determine how he or she can best improve his/her grade.

## **Section 2 Participation Fee**

Students in grades 7 – 12 will pay a \$30.00 participation fee **prior** to their participation in athletics or activities each school year. This fee will help offset the rising costs of operating the activities budget. Each student will pay the \$30.00 fee just once (i.e. if a student is out for more than one activity they only pay the participation fee once). The student will receive an activities pass, which will allow them free entrance into all regular season home contests for every sport all year. No family will pay more than \$100.00.

## **Section 3 Warning for Participants & 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.

## **Section 4 Rules of Conduct**

Participation in school sponsored activities at Friend Junior-Senior High School is a privilege and not a right. Coaches will determine the selection of team members and the playing time for each member of the team. In addition, student participation in activities is subject to the regulations listed below. Since each activity is unique in nature, regulations and penalties in paragraphs A, B, and C shall be designated in writing by the respective coach or sponsor.

Student conduct subject to these rules includes conduct both on and off school grounds. (If the conduct occurs on school grounds, at a school activity or event, or in a school vehicle, the student may also be subject to further discipline under the general student Discipline Code). Student conduct subject to these rules includes conduct occurring 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. Upon the first official starting date for fall activities as established by the NSAA, a student is advanced to the next grade level, i.e. an 8<sup>th</sup> grade student becomes a 9<sup>th</sup> grader.

Honesty and forthrightness – All students are expected to be honest and forthright with school officials. In the event the activity sponsor or coach or any school administrator asks a student for information pertaining to compliance (or lack of compliance) by the participant or other participants with the rules, standards, guidelines, or eligibility conditions for participation in activities, the participant is expected to fully, completely, and honestly provide the information.

## **Section 5 Activity Regulations**

The following regulations apply to all students who participate in any school sponsored activity while attending Friend Junior-Senior High School. It is important that you become completely familiar with these rules, and above all, abide by them.

- A. Hours - Due to the schedule and nature of the various sports, curfews and penalties will be established by each head coach, distributed in writing to the parents or guardians of each participant and filed with the Athletic Director.
- B. Attending practice - Participants are expected to attend all practice sessions. If a participant has a valid excuse for missing a practice, it is his/her responsibility to contact the coach or sponsor. An athlete will be allowed NO UNEXCUSED ABSENCES. Penalties shall be designated in a coach or sponsor's letter to parents or guardians of participating students and filed with the Activities Director.
- C. Appearance and conduct - Participants will appear for activities with proper attire and conduct themselves properly. Hair will be groomed in a manner that will not interfere with the performance of the participant in that sport or activity. Requirements and penalties concerning each of the above shall be outlined in a coach or sponsor's letter to parents or guardians of participating students and filed with the Activities Director.
- D. Academic eligibility - Students are required to pass **20** credit hours in the previous semester per NSAA rules, and meet the criteria in the Student Handbook in the section entitled, "Activity Eligibility Requirements."
- E. Alcohol, tobacco, and illegal drugs – The use, consumption or possession of alcohol, tobacco, or illegal drugs by students will not be permitted at any time, either in or out of school. For purposes of this policy, "use" or "consumption" includes ingesting, inhaling, injecting, or drinking the prohibited substances, and the term "possession" includes purchasing, selling, holding, or carrying of the prohibited substances (except carrying in unopened cartons at the specific direction of a responsible adult). **This shall include E-cigarettes and any/all synthetic drugs (i.e. K-2) and vaping products.**
- F. Conduct under student discipline code – Any conduct that occurs on or off school which, if committed on school grounds would be a violation of the Student Discipline Code shall be grounds for disciplinary action. Conduct involving the causing of personal injury to another, sexual assault or lewd behavior, or theft or damage to property, shall be grounds for disciplinary action even if such conduct does not involve a school staff member or fellow student, or school property. A criminal citation on charge issued by any law enforcement agency or court, or a filing in a Juvenile Court for conduct which would constitute a criminal offense, shall be grounds for disciplinary action and provided that school officials determine that facts exist to support such citation, charge, or filing.

*Cumulative Nature:* Rule violations ("E" and "F" in the preceding section) are cumulative in nature. Students in grades 7 - 8 accumulate rule violations with the consequences as outlined below. Thereafter, students in grades 9 - 12 with any rule violations in grades 7 and/or 8 will have those waived and enter grade 9 without any violations. Students in grades 9 - 12 accumulate rule violations with the consequences as outlined below.

## **Section 6      Disciplinary Action**

The following *definitions* for "activities," "suspension," or "self-report" apply to Article 9 of the Friend Jr. - Sr. High School Student Handbook,

- **Activities:** The following is a list of activities. Suspension includes, but is not limited to the activities listed: all NSAA sanctioned activities, school dances, Homecoming, Prom, Honors Night Quiz Bowl, student organizational contests or conferences, school play, music / band trip, school musical, school activities (list is not all inclusive). Activity sponsors and administrators will determine which student activities will be considered for suspension.
- **Suspension:** This is the removal as a participant from all extra-curricular or school sponsored activities. The suspension period will begin with the first activity the student is eligible for participation. The suspension period may carry over from one school year to the next.
- **Self-report:** Self-reporting should occur by 9:00 a.m. of the first school day following the rule violation. If school is not in session and there is an activity in which the student is eligible for participation, the student is responsible to self-report prior to the activity. Self-reporting may be delivered by the student to any coach, activity sponsor, activities director, or administrator on staff at Friend Public School.

Upon presentation of sufficient evidence (in the case of student activity which occurs off-school grounds, not at a school function or event, and not in a school vehicle, "sufficient evidence" is defined as staff eyewitness, video recording, criminal citation, or self-report; in the case of student activity which occurs on school grounds, at a school function or event, or in a school vehicle, "sufficient evidence" shall mean evidence which the administration or others enforcing the student conduct rules determine in their reasonable discretion to be sufficient) and in accordance with the "Due Process" outlined in the section above, the following action will be taken:

### Alcohol or Tobacco Disciplinary Action

#### a. First Offense – Alcohol or Tobacco

Twenty-one (21) calendar day suspension from all activities or fourteen (14) calendar day suspension if the student chooses to "self-report" the student handbook rule violation as previously defined.

Additional Consequence:

The student would not be eligible for Homecoming or prom royalty, graduation lead-in, usher, or program assistant during the school year in which the suspension occurs.

#### b. Second Offense – Alcohol or Tobacco

Thirty-five (35) calendar day suspension from all activities or twenty-one (21) calendar day suspension if the student chooses to "self-report" the student handbook rule violation as previously defined.

**Additional Consequences:**

In addition, a student found in violation will not be nominated or supported for any award during that season in which the suspension begins. (Fine Arts activities and student organizations will be interpreted as three (3) seasons. Dance will be considered as two (2) seasons – fall and winter.) This is to include letter awards, local incentive awards, i.e., tackle award, take-down award, etc., all-state, all-conference, player of the week, etc. The only exceptions would be those awards decided upon by persons other than coaches and directors such as sportscasters, sports editors, etc. Awards gained by actual competition (medals) or awards received prior to the violation would not be retractable. A violation would not affect awards during other sports seasons (year long).

**c. Third Offense – Alcohol or Tobacco**

One calendar year suspension as a participant from all activities. No self-report option available.

**d. Fourth Offense**

Elimination of participation from all activities throughout the remainder of one's attendance at Friend Public School.

**Drug Disciplinary Action**

**a. First Offense – Drugs**

Thirty-five (35) calendar day suspension from all activities or twenty-one (21) calendar day suspension if the student chooses to "self-report" the student handbook rule violation as previously defined.

**Additional Consequence:**

The student would not be eligible for Homecoming or Prom royalty, graduation lead-in, usher, or program assistant during the school year in which the suspension occurs. In addition, a student found in violation will not be nominated or supported for any award during that season in which the suspension begins. (Fine Arts activities and student organizations will be interpreted as three (3) seasons. Dance and Cheerleading will be considered as two (2) seasons – fall and winter.) This is to include letter awards, local incentive awards, i.e., tackle award, take-down award, etc., all-state, all-conference, player of the week, etc. The only exceptions would be those awards decided upon by persons other than coaches and directors such as sportscasters, sports editors, etc. Awards gained by actual competition (medals) or awards received prior to the violation would not be retractable. A violation would not affect awards during other sports seasons (year long).

**b. Second Offense – Drugs**

One calendar year suspension as a participant from all activities. No self-report option available.

**c. Third Offense – Drugs**

Elimination of participation from all activities throughout the remainder of one's attendance at Friend Public School.

**Visual Representation of Offenses and Days Suspended:**

<b>Alcohol &amp; Tobacco Offense</b>	<b>Period of Suspension Self Report</b>	<b>Period of Suspension No Self Report</b>
<b>1<sup>st</sup> Offense</b>	<b>14 Days</b>	<b>21 Days</b>
<b>2<sup>nd</sup> Offense</b>	<b>21 Days</b>	<b>35 Days</b>
<b>3<sup>rd</sup> Offense</b>	<b>Option not available</b>	<b>1 Year</b>
<b>4<sup>th</sup> Offense</b>	<b>Elimination of all activities</b>	<b>Elimination of all Activities</b>

  

<b>Drug Offense</b>	<b>Period of Suspension Self Report</b>	<b>Period of Suspension No Self Report</b>
<b>1<sup>st</sup> Offense</b>	<b>21 Days</b>	<b>35 Days</b>
<b>2<sup>nd</sup> Offense</b>	<b>Option not available</b>	<b>1 Year</b>
<b>3<sup>rd</sup> Offense</b>	<b>Elimination of all Activities</b>	<b>Elimination of all Activities</b>

Steroid Offenses

A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**Section 7 Due Process**

“Due Process” is a procedure which the course of law recognizes as a necessary part of any rules and regulations. “Due Process” furthermore, and of primary importance, recognizes the rights of the individual since it outlines his recourse in the event he feels a wrong decision has been made. The “Due Process” steps outlined hereafter are the procedures for a student and his/her parents to follow in appealing decisions relating to eligibility. It should be understood that students and parents who wish to appeal will be expected to follow the “Due Process” steps in the event legal action would be initiated at some later date.

- A. After a ruling of ineligibility resulting in suspension from activities has been made by the principal or activities director, the principal shall formalize the ineligibility decision in writing, outlining the specific details relating to (a) the violation or infraction, (b) the date of violation or infraction, (c) the period of suspension, and (d) any other pertinent information. The letter may be delivered by hand delivery or by regular mail, or by posting the letter in an envelope on the door of the residence of the parents or legal guardian as reflected in school records.

- B. Upon receipt of the ineligibility ruling a student and/or his/her parents may formally appeal the decision in writing to the principal provided an appeal is received within 5 calendar days from receipt of the letter outlining the suspension. The suspension will remain in effect during the period of appeal.
- C. After a request for an appeal has been received by the Principal, a hearing shall be held before the Superintendent or Superintendent's designee. The hearing shall be an informal hearing. The Superintendent or Superintendent's designee (or the Board of Education, in the case of a Board appeal hearing under Section D) shall have the right to determine and control the procedures to be used at the hearing. The hearing date shall be determined by the Superintendent or Superintendent's designee, but such hearing shall be held if practical no later than 7 school days after the receipt of the request for hearing. Present at the hearing, in addition to the Superintendent or Superintendent's designee, shall be the student and the parents and, if a rule relating to a specific activity is involved, the head coach or sponsor of that activity.
  - 1. The student will be provided with an opportunity to testify and present other evidence on his/her behalf at the hearing.
  - 2. The decision of the Superintendent or Superintendent's designee shall be made in writing and be delivered to the parent or legal guardian
- D. If the student and his/her parents are not satisfied with the findings of the hearing, a second hearing may be requested before the Board of Education. The Superintendent must receive in writing a request for such a second hearing before the Board of Education within 5 calendar days after delivery of the decision of the Superintendent or Superintendent's designee to the parent or legal guardian.
 

NOTE: provisions as outlined in letter C above, including items 1 and 2 will be applicable relating to the second hearing.
- E. The provisions as outlined above shall be the sole and exclusive remedy for appeal from the rulings referred to in Paragraph A.

**Section 8 Physical Examinations**

Any student in grades 7-12 participating in athletics at Friend must have a physical examination by a licensed physician. This is an NSAA regulation. The expense of physical examinations shall be the responsibility of the parent or guardian.

**Section 9 Team Selection and Playing Time**

“Team selection” and “playing time” decisions are the responsibility of the individual coach or sponsor of the activity. Consistent, however, with the purposes 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:

- A. School Representative. Student participants must demonstrate that they can and will represent themselves and their school in a manner which reflects the development of high ideals and appropriate values, which shall include good citizenship in the school and in the community.

B. 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.

## **Section 10 Lettering Requirements**

The first time a student letters in any sport/activity he/she will receive an official "F" emblem and a certificate, after that he/she will receive a certificate only.

1. The athlete must complete the activity season by attending all practice sessions and games. If injured, the student will be informed by the coach or sponsor of team expectations and obligations in order to qualify for a letter.
2. Meet minimum requirements for each activity which are:
  - A. Football = Participation in one-third of total varsity quarters for the season.
  - B. Volleyball = Participation in one-third of total varsity games played in varsity volleyball matches for the season.
  - C. Basketball = Participation in one quarter of the total varsity quarters for the season.
  - D. Wrestling = Any wrestler who places in the top four positions of his weight class in any tournament with weight (8) or more teams. Wrestlers in the varsity position for the entire season may also be awarded a letter.
  - E. Track = Place in a major meet (6 or more schools) as an individual participant or as a relay team member that places (top 6) in two or more major meets (6 or more schools).
  - F. Golf = Participation in 50% of all varsity matches and tournaments or qualifying as a varsity team member for districts.
  - G. Drill Team = Participation in 80% of the required performances.
  - H. One Act Play = Attend 80% of the practices. Attend all required performances and represent Friend Public School in a positive manner. Receive recognition for acting at any of the performances.
  - I. Speech = Attend 80% of the meets (invitationals, conference, and district). Represent Friend Public School in a positive manner. Receive a medal at an invitational, conference, or district contest or enter two events at any of the contests.
  - J. Quiz Bowl = Complete two of the following three criteria: Attend 80% of the required practices. Receive a medal at a competition. Represent Friend Public School in a positive light.
  - K. Music/Fine Arts=**
3. Meeting the above requirements makes one eligible, but does not automatically constitute lettering. The awarding of all letters will be at the head coach's discretion.
4. A coach or sponsor may letter a participant if in his/her opinion positive extenuating circumstances exist to justify this action.

### **Section 11 Activities/Field Trip Transportation**

Students participating as a team, squad member and/or class field trip are required to ride school transportation to and from the school activity. A coach or sponsor may make allowances to this procedure if the circumstances prove to be beyond the control of the student and the parent(s) of the student is in contact with the coach. It is the practice of Friend Public School to release students only to parents after the school activity with written parent permission.

### **Section 12 Pep Rallies**

Pep Rallies shall be limited to 1 per week unless special permission is obtained from the Superintendent or Principal. All students are expected to attend the pep rally unless they have obtained permission in advance from a faculty member.

### **Section 13 School Activities**

All organizational affairs, such as dances, must have sponsors present and must be preapproved by administration 30 days prior to the dance. All events are approved and scheduled through the Principal's office. All rules and procedures as outlined in the Friend Jr.-Sr. High School student handbook apply. In addition to the handbook rules, the following rules apply:

1. Out of town dates for dances must be signed up in advance in the main office. All out of town dates must have a dance permission form filled out by their own schools administration. Dates that are not signed up and/or who have not filled out the proper paperwork will not be admitted. Allowed to bring one guest under the age of 21.
2. Students may not enter the dance after the "posted" time. This is usually 30 - 45 minutes after the dance begins. Students may not leave and re-enter the dance.
3. Dances will end no later than 12:00 midnight.

### **Section 14 Student Council**

Any student in grades 9-12 can apply to become a member. Students that have served on the Student Council for at least one year are eligible to apply and interview for any officer position except for president. To apply for president, a student must have served on the Student Council for 2 years and have previously held an officer position. The sponsors will appoint officers once the interview process has been completed.

## **Article 10 - State and Federal Programs**

### **Section 1 Notice of Nondiscrimination**

Friend Public School does not discriminate on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status in the admission, access to its facilities or programs or activities, treatment, or employment.

### **Section 2 Designation of Coordinators**

Any person having concerns or needing information about the District’s compliance with anti-discrimination laws or policies should contact the District’s designated Coordinator for the applicable anti-discrimination law.

<b>Law, Policy or Program</b>	<b>Issue or Concern</b>	<b>Coordinator</b>
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

The Coordinator may be contacted at: Friend Public School, 501 Main Street, Friend NE 68359-402-947-2781

**Section 3 Anti-discrimination & Harassment Policy**

Elimination of Discrimination. Friend Public School hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

Preventing Harassment and Discrimination of Students.

Purpose: Friend Public School is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, Friend Public School will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related

medical condition, or other protected status constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment.

Sexual harassment may exist when:

Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;

Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time.

The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

#### Complaint and Grievance Procedures:

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you

feel you need immediate help for any reason, please report your complaint to the Superintendent of Friend Public School. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

#### **Section 4      Multicultural Policy**

The philosophy of the District's multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races (including but not be limited to African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans) and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

#### **Section 5      Notice to Parents of Rights Afforded by Section 504 of the Rehabilitation Act of 1973**

The following is a description of the rights granted to qualifying students with disabilities under Section 504 of the Rehabilitation Act. The intent of the law is to keep you fully informed concerning the decisions about your child and to inform you of your rights if you disagree with any of these decisions. You have the right to:

1.      Have your child take part in, and receive benefits from, public education programs without discrimination because of his/her disability.
2.      Have the school district advise you of your rights under federal law.
3.      Receive notice with respect to identification, evaluation or placement of your child.
4.      Have your child receive a free appropriate public education.
5.      Have your child receive services and be educated in facilities which are comparable to those provided to every student.
6.      Have evaluation, educational and placement decisions made based on a variety of information sources and by persons who know the student and who are knowledgeable about the evaluation data and placement options.

7. Have transportation provided to and from an alternative placement setting (if the setting is a program not operated by the district) at no greater cost to you than would be incurred if the student were placed in a program operated by the district.
8. Have your child be given an equal opportunity to participate in nonacademic and extracurricular activities offered by the district.
9. Examine all relevant records relating to decisions regarding your child's identification, evaluation and placement.
10. Request mediation or an impartial due process hearing related to decisions or actions regarding your child's identification, evaluation, educational program or placement. (You and your child may take part in the hearing. Hearing requests are to be made to the Superintendent.)
11. File a local grievance.

### **Section 6 Notification of Rights Under FERPA**

The Family Educational Rights and Privacy Act (FERPA) affords parents and students over 18 years of age ("eligible students") certain rights with respect to the student's education records. They are:

1. The right to inspect and review the student's education records within 45 days of the day the District receives a request for access.

Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect. The principal will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate or misleading.

Parents or eligible students may ask the School District to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interests. A school official is a person employed by the District as an administrator, supervisor, instructor or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee or assisting another school official in performing his or her tasks.

A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the District discloses education records without consent to officials of another School District in which a student seeks or intends to enroll.

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the District to comply with the requirements of FERPA. The name and address of the office that administers FERPA is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

#### **Notice Concerning Directory Information**

The District may disclose directory information. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone listing, and the name, address, telephone listings (if not unlisted), e-mail address and work or other contact information of the student's parent/guardian or other adult acting in loco parentis or with authority to act as parent or guardian in educational matters for the student;
2. School and dates of attendance;
3. Student's current grade;
4. Student's enrollment status (e.g. full-time or part-time);
5. Student's date of birth and place of birth;
6. Student's extra-curricular participation;
7. Student's achievement awards or honors;
8. Student's weight and height if a member of an athletic team;
9. Student's photograph; and
10. School or school district the student attended before he or she enrolled in Friend Public School.

Notwithstanding the foregoing, the District does not designate as directory information personally identifiable information from students' education records where the District determines that the disclosure to the potential recipient poses a risk to student safety or well-being, including but not limited to circumstances where the potential recipient is a registered sex offender and the personally identifiable information would permit the potential recipient to communicate with or otherwise contact the student.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. The period of time within which a parent or eligible student has to notify the District in writing that he or she does not want information about the student designated as directory information is as follows: two (2) weeks from the time this information is first received. Please contact the Superintendent's office to indicate your refusal to have your child's information designated as directory information.

The District may disclose information about former students without meeting the conditions in this section.

The District's policy is for education records to be kept confidential except as permitted by the FERPA law, and the District does not approve any practice which involves an unauthorized disclosure of education records. In some courses student work may be displayed or made available to others. Also, some teachers may have persons other than the teacher or school staff, such as volunteers or fellow students, assist with the task of grading student work and returning graded work to students. The District does not either approve or disapprove such teaching practices, and designates such student work as directory information and/or as non-education records. Each parent and eligible student shall be presumed to have accepted this designation in the absence of the parent or eligible student giving notification to the District in writing in the manner set forth above pertaining to the designation of directory information. Consent will be presumed to have been given in the absence of such a notification from the parent or eligible student.

**Notice Concerning Designation of Law Enforcement Unit:**

The District designates the Friend Police Department as the District's "law enforcement unit" for purposes of (1) enforcing any and all federal, state or local law, (2) maintaining the physical security and safety of the school in the District, and (3) maintaining safe and drug free school.

**Section 7 Notice Concerning Disclosure of Student Recruiting Information**

The **No Child Left Behind Act** **ESSA** requires that the District provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the District not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written parental consent. The District will comply with any such request.

## **Section 8 Notice Concerning Staff Qualifications**

The **No Child Left Behind Act** **ESSA** gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. Upon request, the District will give parents/guardians the following information about their child's classroom teacher:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree. We will also, upon request, tell parents/guardians whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional. The request for information should be made to an administrator in your child's school building. The information will be provided to you in a timely manner. Finally, the District will give timely notice to you if your child has been assigned, or has been taught for four (4) or more consecutive weeks by a teacher who does not meet the requirements of the Act.

## **Section 9 Student Privacy Protection Policy**

It is the policy of Friend Public School to develop and implement policies which protect the privacy of students in accordance with applicable laws. The District's policies in this regard include the following:

Right of Parents to Inspect Surveys Funded or Administered by the United States Department of Education or Third Parties: Parents shall have the right to inspect, upon the parent's request, a survey created by and administered by either the United States Department of Education or a third party (a group or person other than the District) before the survey is administered or distributed by the school to the parent's child.

Protection of Student Privacy in Regard to Surveys of Matters Deemed to be Sensitive: The District will require, for any survey of students which contain one or more matters deemed to be sensitive (see section headed "Definition of Surveys of Matters Deemed to be Sensitive"), that suitable arrangements be made to protect student privacy (that is, the name or other identifying information about a particular student). For such surveys, the District will also follow the procedures set forth in the section entitled: "Notification of and Right to Opt-Out of Specific Events."

Right of Parents to Inspect Instructional Materials: Parents have the right to inspect, upon reasonable request, any instructional material used as part of the educational curriculum for their child. Reasonable requests for inspection of instructional materials shall be granted within a reasonable period of time after the request is received. Parents shall not have the right to access academic tests or academic assessments, as such are not within the meaning of the term

“instructional materials” for purposes of this policy. The procedures for making and granting a request to inspect instructional materials are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal. The building principal, within five (5) school days, shall consult with the teacher or other educator responsible for the curriculum materials. In the event the request can be accommodated, the building principal shall make the materials available for inspection or review by the parent, at such reasonable times and place as will not interfere with the educator’s intended use of the materials. In the event there is a question as to the nature of the curriculum materials requested or as to whether the materials are required to be provided, the building principal shall notify the parent of such concern, and assist the parent with forming a request which can reasonably be accommodated. If the parent does not formulate such a request, and continues to desire certain curriculum materials, the parent shall be asked to make their request to the Superintendent.

Rights of Parents to be Notified of and to Opt-Out of Certain Physical Examinations or Screenings. The general policy and practice of the District is to not administer physical examinations or screenings of students which require advance notice or parental opt-out rights under the applicable federal laws, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law; and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act. For physical examinations or screenings which do not fit into the applicable exceptions, the District will follow the procedures set forth in the section entitled: “Notification of and Right to Opt-Out of Specific Events.”

Protection of Student Privacy in Regard to Personal Information Collected from Students: The general policy and practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. The District will make reasonable arrangements to protect student privacy to the extent possible in the event of any such collection, disclosure, or use of personal information. “Personal information” for purposes of this policy means individually identifiable information about a student including: a student or parent’s first and last name, home address, telephone number, and social security number. The term “personal information,” for purposes of this policy, does not include information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions. This exception includes the following examples: (i) college or postsecondary education recruitment, or military recruitment; (ii) book clubs, magazines, and programs providing access to low-cost literary products; (iii) curriculum and instructional materials used by elementary schools and secondary schools; (iv) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about student, or to generate other statistically useful data for the purpose of securing such tests and assessments, and the subsequent analysis and public release of the aggregate data from such tests and assessments; (v) the sale by student of products

or services to raise funds for school-related or education-related activities; (vi) student recognition programs.

Parental Access to Instruments used in the Collection of Personal Information: While the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, parents shall have the right to inspect, upon reasonable request, any instrument which may be administered or distributed to a student for such purposes. Reasonable requests for inspection shall be granted within a reasonable period of time after the request is received. The procedures for making and granting such a request are as follows: the parent shall make the request, with reasonable specificity, directly to the building principal and shall identify the specific act and the school staff member or program responsible for the collection, disclosure, or use of personal information from students for the purpose of marketing that information. The building principal, within five (5) school days, shall consult with the school staff member or person responsible for the program which has been reported by the parent to be responsible for the collection, disclosure, or use of personal information from students. In the event such collection, disclosure, or use of personal information is occurring or there is a plan for such to occur, the building principal shall consult with the Superintendent for determination of whether the action shall be allowed to continue. If not, the instrument for the collection of personal information shall not be given to any students. If it is to be allowed, such instrument shall be provided to the requesting parent as soon as such instrument can be reasonably obtained.

Annual Parental Notification of Student Privacy Protection Policy: The District provides parents with reasonable notice of the adoption or continued use of this policy and other policies related to student privacy. Such notice shall be given to parents of students enrolled in the District at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in such policies.

Notification to Parents of Dates of and Right to Opt-Out of Specific Events: The District will directly notify the parents of the affected children, at least annually at the beginning of the school year, of the specific or approximate dates during the school year when any of the following activities are scheduled, or are expected to be scheduled:

The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information. (Note: the general practice of the District is to not engage in the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information).

Surveys of students involving one or more matters deemed to be sensitive in accordance with the law and this policy; and,

Any non-emergency, invasive physical examination or screening that is required as a condition of attendance; administered by the school and scheduled by the school in

advance; and not necessary to protect the immediate health and safety of the student or of other students. (Note: the general practice of the District is to not engage in physical examinations or screenings which require advance notice, for the reason that the physical examinations or screenings to be conducted by the District will usually fit into one of the following exceptions to the advance notice requirement and parental opt-out right: (1) hearing, vision, or scoliosis screenings; (2) physical examinations or screenings that are permitted or required by an applicable State law, and (3) surveys administered to students in accordance with the Individuals with Disabilities Education Act ).

Parents shall be offered an opportunity in advance to opt their child out of participation in any of the above listed activities.

In the case of a student of an appropriate age (that is, a student who has reached the age of 18, or a legally emancipated student), the notice and opt-out right shall belong to the student.

Definition of Surveys of Matters Deemed to be Sensitive: Any survey containing one or more of the following matters shall be deemed to be “sensitive” for purposes of this policy:

1. Political affiliations or beliefs of the student or the student’s parent;
2. Mental or psychological problems of the student or the student’s parent;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating or demeaning behavior;
5. Critical appraisals of other individuals with whom the student has 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 students or the student’s parent;
8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

## **Section 10 Parental Involvement Policies**

### **A. General - Parental/Community Involvement in Schools:**

Friend Public School welcomes parental involvement in the education of their children. We recognize that parental involvement increases student success. It is the District’s policy to foster and facilitate, to the extent appropriate and in their primary language, parental information about, and involvement in, the education of their children. Policies and regulations are established to protect the emotional, physical and social well-being of all students.

1. Parental involvement is a part of the ongoing and timely planning, review and improvement of district and building programs.
2. Parents are encouraged to support the implementation of district policies and regulations.

3. Parents are encouraged to monitor their student's progress by reviewing quarterly report cards, checking Powerschool consistently, and attending parent-teacher conferences.
4. Textbooks, tests and other curriculum materials used in the district are available for review by parents upon request.
5. Parents are provided access to records of students according to law and school policy.
6. Parents are encouraged to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher or counselor and administrator. Parents' continued attendance at such activities will be based on the students' well-being.
7. Testing occurs in this school district as determined to be appropriate by district staff to assure proper measurement of educational progress and achievement.
8. Parents submitting written requests to have their student excused from testing, classroom instruction and other school experiences will be granted that request when possible and educationally appropriate. Requests should be submitted to the proper teacher or administrator within a reasonable time prior to the testing, classroom instruction or other school experience and should be accompanied by a written explanation for the request. A plan for an acceptable alternative shall be approved by the proper teacher and administrator prior to, or as a part of, the granting of any parent request.
9. Participation in surveys of students occurs in this district when determined appropriate by district staff for educational purposes. Parents will be notified prior to the administration of surveys in accordance with district policy. Timely written parental requests to remove students from such surveys will be granted in accordance with district policy and law. In some cases, parental permission must be given before the survey is administered.
10. Parents are invited to express their concerns, share their ideas and advocate for their children's education with board members, administrators and staff.
11. School district staff and parents will participate in an annual evaluation and revision, if needed, of the content and effectiveness of the parental involvement policy.

**B. Title I Parental Involvement Policy:**

The District's Title I Parental Involvement Policy is established in compliance with the **No Child Left Behind Act** **ESSA**. The District has a parental involvement policy applicable to parents of all children. The parental involvement policy applicable to parents of all children is not replaced by this Title I Parental Involvement Policy and shall continue to be applicable to all parents, including parents participating in Title I programs.

It is the policy of the District to implement programs, activities, and procedures for the involvement of parents in Title I programs consistent with the Title I laws. Such programs,

activities, and procedures shall be planned and implemented with meaningful consultation with parents of participating children.

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

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

Policy Involvement: Each school served under the Title I program will:

1. Convene an annual meeting, at a convenient time, to which all parents of participating children shall be invited and encouraged to attend, to inform parents of their school's participation under the Title I program and to explain the requirements of the Title I program.
2. Offer a flexible number of meetings, such as meetings in the morning or evening. If sufficient funds are provided for this purpose, the District may assist parental

- involvement in such meetings by offering transportation, child care, or home visits.
3. Involve parents, in an organized, ongoing, and timely way, in the planning, review, and improvement of Title I programs.
  4. Provide parents of participating children: (1) timely information about programs under Title I, (2) a description and explanation of the curriculum in use at the school, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet; and (3) if requested by parents, opportunities for regular meetings to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their children, and respond to any such suggestions as soon as practicably possible.
  5. If the District operates a school-wide program under Title I and such plan is not satisfactory to the parents of participating children, submit any parental comments on the plan when the school makes the plan available to the District.

Shared Responsibilities for High Student Academic Achievement: As a component of the District's parental involvement policy, each school served under the Title I program will jointly develop with parents for all children served under the Title I program a school-parent compact that 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 standards. Such compact shall: (1) describe the school's responsibility to provide high-quality curriculum and instruction in a supportive and effective learning environment that enables the children served under Title I to meet the State's student academic achievement standards and the ways in which each parent will be responsible for supporting their children's learning, such as monitoring attendance, homework completion, and television watching; volunteering in their child's classroom; and participating, as appropriate, in decisions relating to the education of their children and positive use of extracurricular time; and (2) address the importance of communication between teachers and parents on an ongoing basis through, at a minimum: (i) parent-teacher conferences in elementary schools, at least annually, during which the compact shall be discussed as the compact relates to the individual child's achievement; (ii) frequent reports to parents on their children's progress; and (iii) reasonable access to staff, opportunities to volunteer and participate in their child's class, and observation of classroom activities.

Building Capacity for Involvement: To ensure effective involvement of parents and to support a partnership among the District, parents, and the community to improve student academic achievement, each school participating in the Title I program and the District: (1) shall provide assistance to participating parents, as appropriate, in understanding such topics as the State's academic content standards and State student academic achievement standards, State and local academic assessments, the requirements of Title I and how to monitor a child's progress and work with educators to improve the achievement of their children; (2) shall provide materials and training to help parents work with their children to improve their children's achievement, such as literacy training and using technology, as appropriate, to foster parental involvement; (3) shall

educate teachers, student service personnel, principals, and other staff, with the assistance of parents, in the value and utility of contributions of parents, and in how to reach out to, communicate with, and work with parents as equal partners, implement and coordinate parent programs, and build ties between parents and the school; (4) shall, to the extent feasible and appropriate, coordinate and integrate parent involvement programs and activities with Head Start, Reading First, Early Reading First, Even Start, the Home Instruction Programs for Preschool Youngsters, the Parents as Teacher Program, and public preschool and other programs, and conduct other activities, such as parent resource centers, that encourage and support parents in more fully participating in the education of their children; (5) shall ensure that information related to school and parent programs, meetings, and other activities is sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand; (6) may involve parents in the development of training for teachers, principals, and other educators to improve the effectiveness of such training; (7) may provide necessary literacy training from funds received under Title I if the District has exhausted all other reasonably available sources of funding for such training; (8) may pay reasonable and necessary expenses associated with parental involvement activities, including transportation and child care costs, to enable parents to participate in school-related meetings and training sessions; (9) may train parents to enhance the involvement of other parents; (10) may arrange school meetings at a variety of times, or conduct in-home conferences between teachers or other educators, who work directly with participating children, with parents who are unable to attend such conferences at school, in order to maximize parental involvement and participation; (11) may adopt and implement model approaches to improving parental involvement; (12) may establish a district-wide parent advisory council to provide advice on all matters related to parental involvement in programs supported under Title I; (13) may develop appropriate roles for community-based organizations and businesses in parent involvement activities; and (14) shall provide such other reasonable support for parental involvement activities under Title I as parents may request.

Accessibility: In carrying out the parental involvement activities for this Title I Parental Involvement policy, the District shall provide full opportunities for the participation of parents with limited English proficiency, parents with disabilities, and parents of migratory children, including providing information and school reports required under Title I in a format and, to the extent practicable, in a language such parents understand.

Use, Distribution, and Updating of this Policy: This Title I Parental Involvement Policy shall be incorporated into the District's Title I plan, shall be distributed to parents of participating children, shall be made available to the local community, and shall be updated periodically to meet the changing needs of the parents and the school.

### **Section 11 Homeless Students Policy**

Homeless children for purposes of this Policy generally include children who lack a fixed, regular, and adequate nighttime residence, as further defined by applicable federal and state law.

No Stigmatization or Segregation of Homeless Students: It is the District’s policy and practice to ensure that homeless children are not stigmatized or segregated by the District on the basis of their status as homeless.

Homeless Coordinator: The Homeless Coordinator shall serve as the school liaison for homeless children and youth and shall ensure that: (1) homeless children are identified by school personnel; (2) homeless children enroll in, and have a full and equal opportunity to succeed in, school; (3) homeless children and their families receive educational service for which they are eligible and referrals to health, dental, and mental health services and other appropriate services; (4) the parents or guardians of homeless children are informed of the educational and related opportunities available to their children and provided with meaningful opportunities to participate in the education of their children; (5) public notice of the educational rights of homeless children is disseminated where such children receive services under the federal homeless children laws, such as schools, family shelters, and soup kitchens; (6) enrollment disputes are mediated in accordance with law; and (7) the parents or guardians of homeless children, and any unaccompanied youth, are fully informed of transportation services available under law. The Homeless Coordinator shall coordinate with State coordinators and community and school personnel responsible for the provisions of education and related services to homeless children. The Homeless Coordinator may designate duties hereunder as the Homeless Coordinator determines to be appropriate.

Enrollment of and Services to Homeless Children: A homeless child shall be enrolled in compliance with law and be provided services comparable to services offered to other students in the school in which the homeless child has been placed. Placement of a homeless child is determined based on the child’s “school of origin” and the “best interests” of the child. The “school of origin” means the school that the child attended when permanently housed or the school in which the child was last enrolled. Placement decisions shall be made according to the District’s determination of the child’s best interests, and shall be at either: (1) the child’s school of origin for the duration of the child’s homelessness (or, if the child becomes permanently housed during the school year, for the remainder of that school year) or (2) the school of the attendance area where the child is actually living. To the extent feasible, the placement shall be in the school of origin, except when such is contrary to the wishes of the homeless child’s parent or legal guardian. If the placement is not in the school of origin or a school requested by the homeless child’s parent or legal guardian, the District shall provide a written explanation of the placement decision and a statement of appeal rights to the parent or guardian as provided in Nebraska Rule 19.

If the homeless child is an unaccompanied youth, the Homeless Coordinator shall assist in the placement decision, consider the views of the unaccompanied youth, and provide the unaccompanied youth with notice of the right to appeal. The process to resolve disputes concerning the enrollment or placement of a homeless child or youth is as follows:

1. The district shall provide a written response and explanation of a decision regarding any complaint or dispute of a parent, guardian or other person having legal or actual charge or control of a homeless child or youth within thirty (30) calendar days of the time such complaint or dispute is brought;
2. The enrollment of the homeless child or youth in the school where enrollment is sought during the time such dispute is being considered;
3. And notice of the right to appeal as provided in Nebraska Rule 19.

Any parent, guardian or other person having legal or actual charge or control of a homeless child or youth that is dissatisfied with the decision of a school district after the dispute resolution process may file an appeal with the Commissioner of the Nebraska Department of Education within thirty (30) calendar days of receipt of the decision. Such appeals are informal and shall be submitted to the Commissioner in writing, as outlined in Nebraska Department of Education Rule 19, Section 005.03. The District shall immediately contact the school last attended by the homeless child to obtain relevant academic and other records. If the homeless child needs to obtain immunizations or medical records, the District shall immediately refer the parent or guardian of the homeless child to the Homeless Coordinator, who shall assist in obtaining necessary immunizations or medical records. The District may nonetheless require the parent or guardian of the homeless child to submit contact information.

Transportation will be provided to homeless students, to the extent required by law and comparable to that provided to students who are not homeless, upon request of the parent or guardian of the homeless child, or by the Homeless Coordinator in the case of an unaccompanied youth, as follows: (1) if the homeless child's school of origin is in the District, and the homeless child continues to live in the District, transportation to and from the school of origin shall be provided by the District; and (2) if the homeless child lives in a school other than the District, but continues to attend the Friend Public School based on it being the school of origin, the new school and Friend Public School shall agree upon a method to apportion the responsibility and costs for providing the child with transportation to and from the school of origin and, if they are unable to agree, the responsibility and cost for transportation shall be shared equally.

## **Section 12 Breakfast and Lunch Programs**

The District has agreed to participate in the National School Lunch Program and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The District provides the United States Department of Agriculture's required nondiscrimination statement:

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, disability, religion, age, pregnancy, childbirth or related medical condition, or other protected status.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov). USDA is an equal opportunity provider and employer.

The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities the school food authority:

1. Agrees to serve meals free to children from families whose income meets eligibility guidelines.
2. Agrees to serve meals at a reduced price to children from families whose income falls between free meal scale and the poverty guidelines.
3. Agrees to provide these benefits to any child whose family's income falls within the criteria in Attachment A after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household: Unusually high medical expenses; shelter costs in excess of 30 percent of reported income; special education expenses due to the mental or physical condition of a child; disaster or casualty losses.
4. In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria set forth in federal guidelines.
5. Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to: Work for their meals; use a separate lunch room; go through a separate serving line; enter the lunchroom through a separate entrance; eat meals at a different time; or eat a meal different from the one sold to children paying the full price.
6. Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
7. Agrees to establish and use a fair hearing procedure for parental appeals to the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or to be continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school

official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

- A publicly-announced, simple method for making an oral or written request for a hearing.
- An opportunity to be assisted or represented by an attorney or other person.
- An opportunity to examine, prior to and during the hearing, the documents and records presented to support the decision under appeal.
- Reasonable promptness and convenience in scheduling a hearing and adequate notice as to the time and place of the hearing.
- An opportunity to present oral or documentary evidence and arguments supporting a position without undue interference.
- An opportunity to question or refute any testimony or other evidence and to confront and cross-examine any adverse witnesses.
- The hearing be conducted and the decision made by a hearing official who did not participate in the decision under appeal or in any previous conference.
- The parties concerned and any designated representative thereof be notified in writing of the decision of the hearing official.

8. Agrees to designate the Superintendent to review applications and make determinations of eligibility. This official will use the criteria outlined in this policy to determine which individual children are eligible for free or reduced price meals.
9. Agrees to develop and send to each child's parent or guardian a letter as outlined by State Department of Education including an application form for free or reduced price meals at the beginning of each school year. Applications may be filed at any time during the year. All children from a family will receive the same benefits.

The following information will be available in the office of the Superintendent:

- Eligibility criteria for free and reduced meals
- Parent letter and application
- Public release
- Collection procedure



**FRIEND PUBLIC SCHOOL  
2022 - 2023**



**FACULTY  
HANDBOOK**

**Friend Public School**  
**2021-2022**  
**Teacher Handbook**  
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# Friend Public School Teacher Handbook

## Intent of Handbook

Welcome to Friend Public School. This handbook is intended to be used by teachers and other certificated staff to provide general information about Friend Public School and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "teachers" are intended to apply to all certificated staff. This includes administrative staff to the extent the handbook deals with professional expectations and conduct.

Each teacher is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract, the negotiated agreement between the Friend Public School and the Friend Education Association, and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations will control.

This handbook does not create a "contract" of employment. Staff positions and assignments which do not legally require a certificate or are otherwise not protected by the teacher tenure laws may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the **2021-2022** **2022-2023** and **subsequent school years** unless replaced by a later edition.

## **School Mission Statement**

The mission of Friend Public School is “Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.”

### **Belief Statements**

- We believe each individual has value and dignity and is capable of life-long learning.
- We believe in sustaining a progressive learning environment that is physically and emotionally safe for learning.
- We believe education is a collaborative community responsibility.
- We believe every student needs to be invested in all areas of their educational experience.

An essential education is one that enables students to reach the following outcomes:

- Proficient in meeting the State’s academic content standards and essential learning and such additional standards as are established by the Board of Education
- Successful at each educational level and in transitioning between those levels from early childhood through postsecondary education and/or career entry
- Effective in functioning in and contributing to our culturally diverse democratic society

The District seeks to provide an essential education by developing and maintaining:

- Qualified and competent administrative, teaching, paraprofessional, and operational staff;
- Integrated, planned curriculum that prepares students to achieve state standards and such additional standards as are established by the Board of Education and to reach the student outcomes identified above;
- Comprehensive support programs and services that meet the diverse needs of students;
- Safe, clean and supportive facilities and learning environments;
- Implementation of a curriculum that meets the following:
  - Is based on state standards in reading, writing, speaking, listening, mathematics, science and social studies/history and essential learning in visual and performing arts, world languages, technology, health and physical education, and career and technical education and such additional standards; as are established by the Board of Education;
  - Is appropriate for the developmental level of the students;
  - Addresses diverse learning needs;
  - Instills a passion for learning and the importance of life-long learning;
  - Develops problem solving and critical thinking skills, decision making skills, data gathering, and critical use of information;
  - Develops expected work ethics, as well as group participation and leadership skills;
  - Incorporates character education and multicultural education, including respect for diversity;
  - Provides for application of technology in all learning areas;

- Provides access to advanced courses; and
- Is organized in a schedule that is functional and meets student needs in all curriculum areas.
- Providing a supportive learning environment, which includes:
  - a welcoming and inviting environment that is emotionally safe, nurturing, supportive, and disciplined; that promotes respect, trust, integrity, and regard for self and others; and that honors diversity;
  - learning as the central purpose with students engaged in meaningful, relevant, and productive learning experiences; and
  - Implementation of policies and practices that result in an orderly environment with emphasis on consistent school-wide positive behavior.

## **School Calendar and Schedules**

### **School Calendar**

The school calendar is approved annually by the Board of Education and a copy of the calendar is provided in the [2021-2022](#) [2022-2023](#) Staff Handbook.

### **Daily Schedule**

Please refer to the [2021-2022](#) [2022-2023](#) Staff Planner & Handbook.

### **Shortened Schedule**

Please refer to the [2021-2022](#) [2022-2023](#) Staff Planner & Handbook.

### **Severe Weather and School Cancellations**

The Superintendent of Schools is authorized by the Board of Education to close public schools in case of severe weather.

### **Decision to Close Schools.**

A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made to the news media when schools will be closed as well as utilizing the Blackboard Connect message service.** Some staff may be designated as being required to come to school even in the event of a school closing.

### **After School Starts.**

Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via Blackboard Connect message service and media broadcast. Teachers will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

### **Parental Decisions.**

Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes

provided parents properly notify the school of their decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

**Emergency Conditions.** Friend Public School has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for an Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

### **Contract Days**

Teachers are contracted for 185 days (hereinafter referred to as the "contract year"). Such contract days may be serviced by individual teachers on varying schedules as established by the Board of Education and administration.

### **Make-Up Days**

In the event teachers are not required to report for duty due to inclement weather conditions or other circumstances whereby a duty day is canceled, such days shall not be credited as a contract day served. Make-up days may be scheduled by the administration during the contract year as needed to allow all teaching staff to serve the full number of contract days.

## **Employment, Compensation and Benefits**

### **Employment**

A teacher is employed by Friend Public School when the teacher signs the Teacher's Contract and the Board of Education approves such contract of employment. The teacher's employment continues absent action by the administration or the Board of Education to non-renew, terminate, amend or cancel the teacher's employment contract with the school district, or action by the Board of Education to accept a resignation of employment.

On or after March 15 of each school year a teacher may be requested to accept employment for the next school year and shall be required to signify such acceptance on or before April 1 or such other date after March 15 as may be designated in the notice. It is important for teachers to respond to the request to signify acceptance as a failure to signify acceptance of employment by the April 1 or other designated date shall constitute cause for amendment or termination of the teacher's contract. If a teacher signifies acceptance of employment for the next school year, the teacher may either be issued a new Teacher's Contract or a "Contract Renewal Agreement."

Should a teacher wish to resign from employment the teacher should give written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education. Prior to April 15th teachers who wish to be released from their contract shall be released upon written request filed with the Board. After April 15<sup>th</sup> and prior to June 1, a teacher will be granted a release from contract only after a satisfactory replacement has been employed. There shall be no penalty for release from a contract.

After June 1, the Board reserves the right to refuse such requests by authority granted by Nebraska School Law.

The District will enforce the continuing contract of teachers accepting employment for the next school year under the provisions of Neb Rev. Stat. §79-820.

## **Assignments**

The professional duties to be performed by a teacher with the District shall be subject to assignment by the Superintendent of the District with the approval of the Board of Education. A teacher will be expected to devote full time during days of school to the teacher's position and to diligently and faithfully perform the assigned duties to the best of the teacher's professional ability. Job descriptions, where available, provide additional information about the position duties.

In addition to the normal duties traditionally required of teachers, a teacher may be assigned such "extra duty" assignments to support the extra-curricular programs of the District, which shall be upon such terms and conditions and at such additional rate of compensation as the Teacher and the District may agree upon or as set forth in the negotiated agreement. The extra-curricular program of the school district is an integral part of the overall educational program of the school district. As such, a teacher shall not unreasonably refuse to accept such extra-duty assignments. In addition, performance in an extra duty assignment is a part of the evaluation of the teacher's overall performance to the District.

## **Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to a teacher's personnel file, including but not limited to Neb. Rev. Stat. § 79-8,109.

## **Grievances and Complaints**

Teacher grievances regarding wages, hours, and conditions of employment set forth in the negotiated agreement shall be governed by the grievance or complaint procedure in the negotiated agreement. All other employment related grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy.

## **Compensation**

**Regular Salary and Extra-Duty Compensation.** Compensation is paid only as authorized by the Board of Education. Teachers are paid a salary based on placement on the salary schedule set forth in the collectively bargained negotiated agreement between the District and the collective bargaining agent for the certificated teaching staff (referred to in this handbook as the "negotiated agreement"), and the extra-duty salary schedule also incorporated into the negotiated agreement.

**Changes in Salary Schedule Placement.** The provisions of the negotiated agreement shall govern changes in a teacher's placement on the salary schedule. Teachers are expected to provide the Superintendent with a transcript for all graduate hours earned for purposes of advancement on the salary schedule on or before September 1 of the school year in which such hours are to be credited for the teacher's placement on the salary schedule. Failure to timely provide an official transcript from the post-graduate institution of the graduate hours earned will result in a loss of such credit for the school year.

**Salary Payments.** Salary is payable over twelve equal installments. Teachers will be paid on the 25th of the month, or the last preceding business day, if the 25th falls on a vacation or weekend day. In emergency cases exceptions may be made, subject to the approval of the Board. Upon separation of a teacher's employment, or upon fulfillment of the contract, the teacher may, at the option of the Board, be paid all salary due in one lump sum.

Additional compensation over and above regular compensation, extra-duty pay and supplemental pay shall be disbursed as it is earned and deductions from compensation due to unpaid leave shall be taken out as they are reported to the payroll office.

### **Extended Duty Pay**

Extended duty for any teacher beyond the number of contract days established by the Board of Education for the school year shall be paid at 1/185 of schedule placement on a per diem basis for such teacher's extended time.

### **Benefits**

Teachers are provided benefits in accordance with the negotiated agreement, group health insurance plan requirements, and the school district's Section 125 Plan document. Teachers shall make annual fringe benefit elections by September 1 of each school year. Should a teacher fail to make such an election, the teacher election from the immediately preceding school and contract year shall be continued. Each teacher is responsible for informing the Office of the Superintendent in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is attached to this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

### **Payroll and Payroll Deductions**

Salary and benefits are paid in accordance with the individual employment contracts and negotiated agreement. Payroll deductions shall be made in accordance with law and the negotiated agreement.

### **Expense Reimbursement**

Reimbursement for authorized mileage will be paid to teachers required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the appropriate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles. The District provides materials necessary for instruction. If teachers need additional materials for instruction or school-related purposes, the request should be made to the Principal.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the Principal or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a receipt or voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school-purpose. Friend Public School is a tax-exempt entity, and thus, the school will not reimburse any sales tax incurred on purchases.

### **403(b) Salary Reduction Agreements**

The District will cooperate with any teacher who chooses to participate in an investment program under a Internal Revenue Code Section 403(b) provided that the certificated employee executes a "Salary Reduction Agreement" provided by the vendor of the 403(b) Plan elected by the teacher and has entered in to a "Service Provider Agreement" with the District holding the District harmless from any liability that may arise out of such 403(b) Plan, including, but not limited to, the calculation of the maximum exclusion allowance, tax reporting, notices and income withholding.

### **Overtime**

Teaching professionals are classified as exempt from overtime under the Fair Labor Standards Act (FLSA). The overtime exemption for teaching professionals is not dependent on whether the employee is paid on a "salary basis." Exempt employees are not eligible for overtime or compensatory time. A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "B" to this handbook.

Any non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees must be paid for each hour worked in excess of 40 hours in a workweek. The regular workweek is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1.5 times the employee's regular rate of pay for hours worked in excess of the 40-hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations. A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1.5 times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. The Superintendent must approve any accumulation of compensatory time over 40 hours. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. (Teaching professionals are not subject to the "salaried basis" test). An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for

absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

### **Absences from Work**

#### **Paid Leave - Sick and Personal Leaves**

Teachers are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with the negotiated agreement. During such paid leaves, teachers shall continue to receive all salary and fringe benefits called for by the negotiated agreement.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

#### **Requests for Leave**

Advance reporting of the need to take a leave and having effective lesson plans and materials prepared and readily available for the substitute are important.

A teacher who becomes ill and is unable to work makes their call to the front desk secretary at home before 6:30 AM. Before the end of the school day on the first day of the sick leave, and on each subsequent day of absence, a report should be made to the same people before 3:00 PM. as to whether the teacher will be able to return to duty on the next duty day. For illnesses or medical situations where the need for the leave can be determined in advance, the teacher is to make such advance a report of need for leave as possible.

For personal and other leaves, a Request for Leave form is to be submitted at least five school days prior to the leave, or such other advance notice as is practicable under the circumstances.

#### **Return from Leave**

Upon return from leave, teachers are to review information supplied by the substitute teacher as to progress made in the class and any student behavior concerns. The substitute should be contacted directly if the written information supplied is not adequate.

A teacher who is absent for any period of time because of injury requiring care from a physician or health care provider, or for a period of one week or more due to illness, must present a written statement to the Principal from the teacher's physician or health care provider stating that the teacher is physically able to return to duty. This statement is to be presented in person before the teacher returns to duty in order that the present stage of convalescence can be observed and discussed.

#### **Payroll Deductions for Absences in Excess of Paid Leave**

Should a teacher be absent from work in excess of the teacher's accumulated sick leave or other paid leaves called for in the negotiated agreement, the teacher's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days or work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school years as the denominator; e.g. one day missed = 1/185 of total salary and fringe benefits.

#### **Jury Duty**

A teacher who is summoned for jury service shall promptly notify the Principal of such summons. The teacher's salary will continue during time spent in jury service, and no deduction of leave time shall occur, except that the District may reduce the pay by an amount equal to any compensation, other than expenses, paid by the court for jury duty. Teachers are to notify the Principal of the amount received for such jury duty.

If a teacher, upon reporting for jury duty in the morning, is dismissed from jury duty for the remainder of the day, the teacher is to report for duty and resume duties for the balance of the day. When a teacher is entirely dismissed from jury duty, the teacher is directed to report for duty and the substitute will be dismissed.

Teachers are expected to promptly notify the Principal of any other form of legal summons which may require an absence from duty. In the event the summons involves a school-related matter, the matter shall be treated similar to a jury duty absence. In the event the summons involves a personal matter, the teacher will be required to use available leave days.

### **Military Leave**

Teachers who are members of the National Guard, Army Reserve, Naval Reserve, Marine Corps Reserve, Air Force Reserve, or Coast Guard Reserve (hereinafter, “reserves”), are entitled to a military leave of absence from their respective duties, without loss of pay, when employed with or without pay under the orders or authorization of competent authority in the active service of the state or of the United States. Teachers who normally work or are normally scheduled to work 120 hours or more in three consecutive weeks shall receive a military leave of absence of 120 hours each calendar year. Teachers who normally work or are normally scheduled to work less than 120 hours in three consecutive weeks shall receive a military leave of absence each calendar year equal to the number of hours they normally work or would normally be scheduled to work, whichever is greater, in three consecutive weeks. Such military leave of absence may be taken in hourly increments and shall be in addition to the teacher’s regular annual leave.

When the governor of this state declares that a state of emergency exists, and any teacher who is a member of the reserves is ordered to active service of the state, the teacher shall be granted a state of emergency leave of absence until released from active service by competent authority. The leave of absence shall not be a military leave of absence; other forms of leave may be granted. The teacher shall receive normal salary or compensation minus the state active duty base pay the teacher receives in active service of the state.

### **Family and Medical Leave Act**

The Family and Medical Leave Act (FMLA) provides for 12 weeks of job-protected unpaid leave in a 12-month period to eligible employees in specified circumstances. A publication provided by the federal government which provides more information about FMLA leaves is attached as Appendix “C” to this handbook. Some specifics regarding FMLA leave Friend Public School

- a. The plan year for FMLA is a rolling year. A rolling year is a 12-month period measured backward from the date an employee last used any FMLA leave.
- b. Employees will be required to substitute remaining applicable paid leave prior to using unpaid leave. In other words, the total of job-protected paid and unpaid leave is 12 weeks.

If you need to take an FMLA leave, or have any questions regarding an FMLA leave, you should contact the Superintendent.

## **Duties and Responsibilities**

### **Hours of Work & Meetings**

Regular, dependable attendance at work is an essential function of a teacher’s employment position.

The Board of Education recognizes that teachers' responsibilities to their students and their profession generally involve the performance of duties and the commitment of time beyond the normal working day, but also recognizes that teachers and other educational professionals are entitled to regular time and work schedules on which they can rely in the ordinary course of events and which will be fairly and evenly maintained to the extent possible throughout the school system.

Certificated employees assigned to a building are to spend eight hours on site, including the lunch break (30-minute lunch), except that duty-free lunchtime can be spent off-site. The Principal will determine the length of time prior to and after the student class schedule for staff to be on-site in order to meet the required eight hours.

Certificated employees are required to serve on playground, lunchroom and hall supervision as designated by the Principal. The Principal will attempt to make an equitable distribution of such assignments and professional staff shall assume such duties as part of their work and agreement of employment.

Teachers shall attend meetings called by the Superintendent of Schools, Principals, department heads and team leaders, except those meetings which are designated for optional attendance.

### **Arrival to Duty Assignments**

Full-time teachers have a designated on-site workday as 8:00 AM to 4:00 PM; e.g. 8 hours. Elementary school teachers are to be in the building by no later than 8:00 AM to be in their classroom no later than 8:10 AM and to remain on duty until 4:00 PM. Secondary school teachers are to be in the building by no later than 8:00 AM to be in their classroom no later than 8:00 AM and to remain on duty until 4:00 PM. Certificated employees other than teachers are expected to meet the same guidelines for entry to the building, being in their assigned duty area, and duty departure time. Teachers and other certificated employees who are part-time or work on adjusted schedules are to be in the building at least 15 minutes before their class or assigned duty begins, and to be in their classroom or assigned duty area at least 10 minutes before their class or assignment begins. During the school day, teachers are to be in their assigned classroom at least five minutes before each period begins to assure that students are not unsupervised within the classroom.

### **Leaving School**

Teachers are to be on duty at all times during the school day. Teachers are considered on duty even during designated planning periods. An uninterrupted lunch period of not less than 30-minutes each day is provided to teachers during which they are not assigned teaching, supervisory, or other duties. Teachers who leave the school during the designated lunch period must check out with the office.

Teachers may not leave school during duty hours without approval of the Principal. If the absence has been approved, the teacher must check out with the office when leaving, and check back in with the office upon return. Teachers who need to leave during the school day for reasons of illness or emergency are to check out with the Principal's office and make sure that a responsible person has been notified of their unexpected absence so student coverage may be provided.

### **Lesson Plans**

All teachers are required to prepare written lesson plans on a weekly basis. Lesson plans are to be submitted electronically to the appropriate building principal. Ideally, plans should be submitted on the Friday prior to the school week for which the plans reference; however,

plans are to be submitted no later than Monday afternoon. Additionally, lesson plans should be kept in a place and a format that are readily available in the teacher's absence.

The lesson plans must be sufficiently clear in establishing objectives and related activities so that they are easily used by a substitute teacher or other staff member not familiar with previous classroom activities or progress and they are able to provide meaningful classroom assignments. The lesson plans must give specific reference to other instructional sources immediately available which will enhance the instructional lesson. Assigning a "study hall" is not an example of appropriate lesson planning.

### **Daily Class Record**

Every teacher is required to keep a complete and easily understandable written record of the attendance and achievement of every student in PowerSchool. This class record must be kept current and in conjunction with the Principal's office.

A grade book that shows two grades for every five days of class can be defended as sufficient. Any information relating to other students should not be allowed to be seen by other students or parents.

Because the entries in the class record constitute a source of original entry for information which may be needed in the absence of the teacher, teachers are required to deliver the teachers' class record books to the Principal at the close of the school year for filing in the permanent records. Teachers who return to Friend Public School and who wish to refer to the previous year's class record book may request the return of the class record book. Such books shall again be brought to the office for permanent filing when the teacher is finished with them, or at the close of the current term.

### **Classroom and School Procedures**

Teachers are expected to adhere to the following classroom and school procedure in the performance of their duties:

#### 1. Bulletin Boards

Each teacher shall be responsible for completing appropriate bulletin boards regarding curriculum related matters in their primary classroom. Bulletin boards are to be completely changed no less than quarterly.

#### 2. Text Book and Room Inventory

All school purchased materials must be inventoried with the building bookkeeper or secretary. Textbooks are to be numbered and either have cards in pockets or a form for writing the name of the student whom the book is assigned. Teachers should keep good records of who has which book. At the start of the year, note the condition of the textbook on the inventory sheet and keep this sheet. When a book is turned in, again note its condition, and if the book shows abuse (other than normal wear) assess a fine that you consider is fair. Insist that students put covers on their books by the end of the first week after receiving them.

#### 3. Use of Cell Phones

Teachers shall not use personal cell phones for any non-school purpose during teacher duty time.

#### 4. Use of Teacher Aides Para Professionals

**Teacher aides** **Para professionals** provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A **teacher aide** **para professional** must not, however, assume teaching

responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the **teacher aide para professional** in a supportive role. **Teacher aides Para professionals** may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards. **Teacher aides Para professionals are to work only on their assigned workdays and within their assigned workday.** If the teacher desires the **aide para** to work hours other than the assigned work hours or assigned workday, contact the administration prior for approval.

5. Use of Student Assistants

Student aides are to be directly supervised by the teacher and are not to leave the building or be in the halls or anywhere they are not being supervised. Student aides are not to be used to assist the teacher by helping supervise another student, grade tests or class work, calculate student grades or record grades. Keys are NEVER to be given to students, whether they are student aides or not. A student aide should not be present and assisting a teacher without another adult present after the end of regular teacher duty hours.

6. Checking Out of Equipment

All school equipment must be checked out through the building principal. All school equipment may be used only for school purposes. No school equipment may be directed to the personal use of a teacher or another District employee.

7. Requisition of Equipment and Supplies

Books and supplies, which are needed for instruction, should be requested through the Principal's office. No equipment or supplies ordered through the District may be directed to the personal use of a teacher or another District employee.

8. Email

Each teacher will be assigned a school email address for purposes of intra-school and inter-school email correspondence. Teachers should check for email throughout the day, and should timely respond to emails which require a response, but should avoid checking and responding to emails during instructional time. Use of the District's e-mail computer system for personal communications should be limited (personal use of school computers is a violation of the universal service funds act), and is subject to the rules governing overall computer usage found in Board policy and this handbook.

9. Teacher Mail Box

Each teacher will be assigned a mailbox located in the Teacher Workroom. Teachers should check for mail each morning and also later in the school day, if possible. If something requires an answer teachers are responsible for responding promptly. Teacher mailboxes are to be limited to communication regarding school business.

10. Teachers Meetings

Teachers' meetings are scheduled on the school calendar. **ALL** teachers are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements with administration.

## **Supervision of Students**

Proper supervision of students is an important responsibility for teachers and other adults responsible for our students. Teachers and other adults responsible for student supervision are expected to meet the four "P's" for student supervision and safety.

### **1. Proper Supervision**

- Report to all duty assignments on time.
- Circulate through your duty area. Pay particular attention to areas and activities that pose

an increased risk of injury.

- Be vigilant while supervising students. Never leave your classroom unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave your classroom, request that another nearby staff member cover your class, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
- If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students except with other staff who need to know the information to perform their jobs).
- Be careful with touching students. Use of corporal punishment is prohibited at Friend Public School. Touching students should be limited to that necessary to protect the student from harm (e.g., falling from playground equipment) and that which professional educators determine appropriate for purposes of proper student relationships.
- Be careful with your language. You should not use profanity or abusive language. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

## **2. Proper Instructions**

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students, note it in your written records (e.g., your lesson plan book or daily reports).
- Review playground and classroom safety rules with students at least once each semester and note when you do it in your written records. Also, if any students are absent when you review the rules, contact the student(s) to review the same information and also note that contact in your written records.

## **3. Proper Maintenance of Buildings, Grounds, and Equipment**

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

## **4. Proper Warnings**

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

## **Contact the Office for Assistance**

The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight

- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office cannot be immediately located, call 911 if the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
- presence of an intruder (a non-student or staff member who refuses to go to the office)

### **Student Searches**

Office administration should also be contacted before performing searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until another adult is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others. Refer to policy 5406.

### **Student Rights**

Students should be treated fairly and given the same treatment without consideration of race, color, religion, gender, or disability. Students who need special accommodations should be given those accommodations as needed for them to participate in school and school activities. Further, students have the right to have their school records kept confidential. Such information should be shared only with other school staff with a need to know the information to perform their duties.

### **Managing Student Conduct**

Discipline is everyone's responsibility. It begins with the student being responsible for his/her own behavior and understanding the consequences it may cause. The teacher is responsible for articulating classroom expectations at the beginning of the school year, implementing the classroom expectations on a consistent basis, and being familiar with the student handbook. All staff are responsible for **all students** in the hallways, in the restrooms, at assemblies, at pep rallies, and during lunch. Consequences for inappropriate behavior may include students making up time before or after school, a student or a parent conference, or a referral to an administrator.

The following guidelines will assist in maintaining appropriate student conduct and complying with the process required for student discipline.

1. On the first day of class make students aware of classroom expectations. Students will accept them if they know in advance and if they are fair and consistent. Students often appreciate giving input on classroom rules. These expectations should be in writing. Give one copy to the students, post one copy in the room and provide one copy for the principal.
2. It is important to document student behavior in your classroom, calls to parents, referrals, and/or communications with a student.
3. If, after attempts to improve student behavior, the problems continue, talk to the student's counselor or the Principal about possible alternatives in discipline procedures. Be attentive and respond to "bullying."
4. If a student continues to cause problems, inform the administration for disciplinary action using the approved reporting forms. Be sure to state the problem clearly and expectations in terms of assistance, as at times the student's and teacher's stories are different. Be prepared to provide documentation.
5. Follow up on any referral. The student might not go to the principal or the counselor when sent. The administrator or attendance coordinator will inform the teacher of the consequences.

6. Refer students with continued and significant behavioral problems to the student assistance team for a determination of whether the student is in need of special services. Contact the counselor if you have questions as to the procedure.
7. Talk with other teachers about the classroom management techniques they use to establish an atmosphere conducive to learning in their classroom. A large repertoire of classroom management techniques always enhances learning.
8. Read and understand the student handbook and the student conduct rules of the District.
9. Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
10. Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### **Dispensing Medication**

Teachers are not permitted to give any medication to students unless trained under the Medication Aid Act, Neb. Rev. Stat. §71-6718 to 71-6743. Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the office. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician during school hours, it is the responsibility of the parents or guardians to sign permission to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure. School district personnel will not administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: Student's name, name of medication, dosage needed, and time of dispensing the medication.

### **Reporting Child Abuse**

School employees shall promptly report to the appropriate law enforcement agency and the principal when they have reasonable cause to believe that a child has been subjected to abuse or neglect, including sexual abuse, or circumstances which reasonably would result in abuse or neglect. The principal will ensure that the report has been made to the proper law enforcement agency or other agency as required by law.

This requirement shall apply to all school employees, including coaches and volunteers, participating in interstate amateur athletic competition. The term "promptly" means "within a 24-hour period."

According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

- (a) Placed in a situation that endangers his or her life or physical or mental health;
- (b) Cruelly confined or cruelly punished;
- (c) Deprived of necessary food, clothing, shelter, or care;

(d) Left unattended in a motor vehicle if such minor child is six years of age or younger;

(e) Sexually abused; or

(f) Sexually exploited by allowing, encouraging, or forcing such person to solicit for or engage in prostitution, debauchery, public indecency, or obscene or pornographic photography, films, or depictions.

To assure accuracy, you are encouraged to document, by committing to writing, the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern.

## **Personal and Professional Conduct**

### **Professional Ethics Standards**

The Friend Public School expects its certificated employees to adhere to the professional ethics standards established by the Nebraska Department of Education as such standards may be modified from time to time. The professional ethics standards which certificated employees are expected to adhere to include those set forth below. References to “educator” shall include all certificated employees of the District.

### **Preamble**

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for public school certificate holders in the State of Nebraska and for all educators, including administrators, with respect to ethical and professional conduct.

### **Principle I - Commitment as a Professional Educator:**

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

- A. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.
- B. Shall not discriminate on the basis of race, color, creed, gender, marital status, age, national origin, ethnic background, or handicapping condition.
- C. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
- D. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.

- E. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
- F. Shall not sexually harass students, parents or school patrons, employees, or board members.
- G. Shall not have revoked for cause in another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which a special services counseling certificate is issued in Nebraska.
- H. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
- I. Shall report to the Superintendent any known violation of paragraphs G, E, or B above.
- J. Shall seek no reprisal against any individual who has reported a violation of this rule.

**Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

- A. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
- B. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
- C. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
- D. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.
- E. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
- F. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
- G. Shall not discipline students using corporal punishment.

**Principle III - Commitment to the Public:**

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the educator:

- A. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
- B. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
- C. Shall neither offer nor accept gifts or favors that will impair professional judgment.
- D. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
- E. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
- F. Shall, with reasonable diligence, attend to the duties of his or her professional position.

#### **Principle IV - Commitment to the Profession:**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract person's worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to the profession, the educator:

- A. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
- B. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
- C. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

#### **Principle V - Commitment to Professional Employment Practices:**

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to professional employment practices, the educator:

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

#### **Evaluations**

Evaluations of teachers will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise or evaluate teachers more frequently than required by policy on an as-needed basis. Teachers are expected to participate constructively and positively in the evaluation process and to accept and implement constructive suggestions and improvement strategies developed by the administration.

#### **Role Model**

Teachers serve as role models for students and their actions and conduct reflect on the school as a whole. Teachers are in all respects to conduct themselves in a professional manner.

#### **Relationships**

It is important for teachers to maintain an effective working relationship with the administration and all co-workers, including other teachers and support staff. Teachers are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

## **Professional Attire**

It is important for teachers to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Teachers are expected to maintain conservative and professional attire and grooming when on duty. As professionals, teachers are expected to be aware of the standard to be maintained. As a minimal guide, teachers should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual teachers should that be necessary.

## **Private Tutoring**

Teachers are encouraged to provide individual assistance to students as a part of their duties. Teachers who engage in private tutoring for pay (compensation of any kind from a source other than the District) are subject to the following rules:

1. The teacher may not arrange to provide private tutoring for any child enrolled in the teacher's class.
2. The teacher is not to provide private tutoring in a school building.
3. The teacher is not to provide private tutoring during duty time.
4. The teacher is not to advertise or promote the teacher's private tutoring services in the school or in the school's communications systems except with the express permission of the Superintendent or designee.

## **Outside Employment**

Teachers shall not perform duties unrelated to District employment during duty hours. In addition, teachers shall not engage in employment which conflicts with their school duties. Teachers are not required to notify the District of outside employment except: (1) teachers who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) teachers who have a work-related injury in order to comply with workers' compensation requirements.

## **Academic Matters**

### **Purpose and Goals of Academic Achievement**

The Friend Public School Board of Education is committed to providing a quality education for all Friend Public School students consistent with the school's mission statement. Effective, quality instruction by teachers is an essential means of meeting the District's mission of providing a quality education.

### **Teaching to Student Understanding to Assure Learning**

Each teacher is responsible for teaching in a manner to meet the mission of the District and to assure student understanding and learning of the principles and concepts to be presented to students within the curriculum adopted by the District. Teachers will model classroom instruction on the educational model implemented by the District and reflected in the teacher evaluation instrument adopted by the Board of Education. Teachers are responsible for familiarizing themselves with the instructional model and the principles of instruction set forth in the evaluation instrument. The administration shall provide periodic in-services regarding the instructional model.

State and federal laws and regulations have been enacted which require that students with certain needs be provided instruction and services consistent with those special needs. Examples include students who have been verified as in need of special education ("special education students"), students with other disabilities which impact the educational program ("504 students"), and limited English proficient students ("LEP or ELL students"). The District's policy is to comply with the state and federal laws and regulations in all respects.

Teachers who are assigned special education, 504, or LEP/ELL students are required to provide instruction and services consistent with legal requirements and the requirements of Board policy and regulation.

### **Instruction in the Curriculum**

Teachers shall instruct students in the curriculum, including the use of curriculum materials, adopted and implemented by the Board of Education and as directed by the administration.

### **Measuring and Reporting Academic Achievement**

#### **Grades and Grading**

Measuring and accurately reporting the level of each student's academic achievement is of critical importance to students, parents, staff, the board of education and community. To this end, each teacher shall develop a variety of assessment instruments and techniques to measure student achievement in the curriculum adopted and implemented by the school district, record the results of such assessment, and report such results on Report Cards. Teachers should endeavor to measure student learning and understanding on a frequent basis during each quarter to provide an accurate evaluation of each student's academic achievement for that period. It is highly recommended that the teacher record at least two grades per five class periods. It is generally preferable to give numerical grades for tests, quizzes, and daily work.

**GRADES MUST BE RECORDED FOR ALL CURRICULAR AREAS.**

#### **Recording Grades.**

Each teacher shall record grades in PowerSchool. A sufficient number of grades must be recorded in PowerSchool to justify all quarter and semester grades for each student. Please keep consistent and complete records. Teachers must be able to support and justify the grades that each individual student earns.

#### **Grade Scales.**

Teachers are to use only the grading scales set forth below. The building principal must approve any deviation from the approved grade scales.

#### **STUDENT EVALUATION SCALE:**

The grade scales to be used for reporting student progress in 7 through 12 are as follows:

94 - 100	A	4.0
90 - 93	B+	3.5
86 - 89	B	3.0
82 - 85	C+	2.5
77 - 81	C	2.0
73 - 76	D+	1.5
70 - 72	D	1.0
0 - 69	F	0.0

The preceding grade scales are expected to be used according to the following guidelines:

1. No other grade scales are to be used on official records or reports.
2. "Failing," "unsatisfactory" or equivalent terms indicate that student performance does not meet the minimum requirements established for the course. A final mark of "failing" or "unsatisfactory" in a credit-bearing course means that credit hours will not be granted.
3. The mark given at the end of each reporting period is considered an evaluation of the pupil's status at the time (for example, the final mark in a semester course is an evaluation

of the pupil's status as of the close of the semester; not an average of two nine-week marks).

4. Teachers may exercise professional judgment in distributing marks. Marks are not expected to be distributed on a normal curve.

### **Reconsideration of Grades/Marks**

Questions raised concerning duly assigned grades will be resolved cooperatively in a conference which includes the teacher(s) involved and the Principal. In the event parents or students question a grade, the parents/guardians and/or student may be included in the conference.

Failure to resolve the issue will result in a second conference involving the Superintendent or designee and the participants in the initial conference described above. The Superintendent will not change the grades designated by teachers unilaterally unless the Superintendent determines that the grade is not consistent with the requirements of law, Board policy, or the best interests of the District.

### **Reduced Credit.**

Some students in certain situations may qualify for less than the number of credits normally granted for a course. Late entry or a serious injury at an awkward point in the semester would be a couple of examples. If a student is excessively absent from a class for any particular reason, a teacher may request reduced credit. All cases of reduced credit should be recorded on a "Reduced Credit/Error Summary" form and be approved by the Principal.

### **Transfer Grades.**

A student transferring into Friend Public School at the fifteen-to eighteen-week time period will have all grades on transcript from an accredited school accepted for semester credit. The Principal must approve grades for credit.

### **Reports to Parents.**

Grades and credit are assigned on a quarter (9 weeks) or semester basis (18 weeks). Reports are sent to parents at the close of each nine weeks during the school year; the reporting periods are referred to as first quarter, first semester, third quarter, and second semester.

Grade reports are produced from information supplied by teachers and distributed to students at school or are mailed to parents.

All term or mid-quarter grades are calculated on a cumulative basis; i.e., the grade given at the end of the first quarter represents an evaluation of work done during that quarter, and the grade given at the close of the semester represents an evaluation of all the work done during the entire eighteen weeks.

The end-of-quarter and end-of-semester reports are directed to parents, not to students. Students probably know quite well how they stand in such areas as citizenship, attitude, cooperation, attendance, preparation of assignments, etc. The parents do not have this knowledge. If any such factors have significant bearing on the student's grades or their relationship with teachers, notes should be sent to parents. Arrangements will be made to place these teacher-written notes with the grade report forms. The notes may call attention to deficiencies, faults, or failures; or they may be commendatory in nature. If carefully prepared, they can be most valuable. Parents need to have information about areas of strengths and areas needing improvement and progress being made by their child. For their instruction, and for our ultimate well-being, if and when problems arise, it is essential that the reports be as informative as possible. Teachers should, in all cases, plan to keep on file duplicate copies of the notes which are sent to parents.

Please accept, cooperatively and professionally, the responses that parents may make subsequent to the distribution of term or mid-quarter reports. Parents are not always helpful or reasonable under these circumstances but they do need information and direction. Please encourage parents to discuss their student-centered problems with you and give them all possible assistance.

### **Mid-Quarter Progress Reports To Parents.**

Mid-quarter progress reports are prepared at or near the middle of the fourth and the thirteenth weeks of each semester. These reports will be mailed to all parents.

### **Parent-Teacher Conferences**

Parent-Teacher conferences are a critical opportunity for teachers to dialogue with parents (or guardians) of students regarding student achievement and learning. Teacher attendance at Parent-Teacher conferences is mandatory. A teacher may only be excused from attendance at Parent-Teacher conferences in writing by the Superintendent. The schedule setting forth the dates and times for the Parent-Teacher conferences for the school year is found on the school calendar.

Teachers are expected to be prepared for Parent-Teacher conferences. Being prepared includes having completed grade books, which include all student assignments, work or tests completed within five (5) days of the date of the Parent-Teacher conference.

## **Use of School Facilities and Equipment**

### **Drug-Free Workplace**

#### **Smoke and Tobacco-Free Workplace**

Smoking shall be prohibited in the Friend Public School buildings. Private, enclosed offices are not exempt from this policy. There shall be no designated smoking areas within any of the Friend Public School buildings, for employees, students, visitors to the schools, and/or the general public. Smoking shall also be prohibited in the stands and bleachers at the football field and near the entry of school buildings. This policy shall apply all times whether school is in session or not.

#### **Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any teacher found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term "weapon" means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

- a. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
- b. The frame or receiver of any object described in the preceding example;
- c. Any firearm muffler or silencer;
- d. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
- e. Any bludgeon, sandclub, metal knuckles, or throwing star;
- f. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocketknife with a blade of 2-1/2 inches or more is a prohibited weapon. A switchblade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that

- g. opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
- h. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun; and
- i. A teacher may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other similar chemical agents than are typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. A teacher who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action.
- j. A teacher may possess an item which may be considered a weapon where such item is used for instructional purposes and the teacher has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed.
- k. Any other objects that are designed for or intended for use as a destructive or injurious device.

The phrase "possession of a weapon" includes, without limitation, a weapon in a teacher's personal possession, as well as in a teacher's motor vehicle, desk, locker, briefcase, backpack, or purse.

### **Use of District Computer Network and Internet**

Teachers have access to the District's computer network and the Internet for the enhancement and support of student instruction. It is important to remember that the equipment and the software are the property of the school district.

In using the computers and the Internet, teachers are agreeing to the following:

1. Since copyright laws protect software, teachers will not make unauthorized copies of software found on school computers by any means. Teachers will not give, lend, or sell copies of software to others unless the original software is clearly identified as shareware or in the public domain.
2. If a teacher downloads public domain programs for personal use or non-commercially redistributes a public domain program, the teacher assumes all risks regarding the determination of whether a program is in the public domain.
3. Teachers shall not access material that is obscene, child pornography or otherwise inappropriate matter for educational or work-related uses or contrary to the District's mission. Teachers are not permitted to knowingly access information that is profane, obscene or offensive toward a group or individual based upon race, gender, national origin or religion. Further, teachers are prohibited from placing such information on the Internet.
4. Teachers will protect the privacy of other computer users' areas by not accessing their passwords without written permission. Teachers will not copy, change, read, or use another person's files. Teachers will not engage in "hacking" or otherwise attempt to gain unauthorized access to system programs or computer equipment.
5. Teachers will not use computer systems to disturb or harass other computer users by sending unwanted mail or by other means.
6. Teachers will not disclose their passwords and account names to anyone or attempt to ascertain or use anyone else's password and account name.
7. Teachers will not attempt to login to the system as a system administrator.
8. Teachers understand that the intended use of all computer equipment is to meet instructional objectives.
9. Teachers will not waste or take supplies that are provided by the District.

10. Teachers will not use the network for financial gain or for any commercial or illegal activity.
11. Attempts to bypass security systems on computer workstations or servers, or vandalism will result in cancellation of privileges and may result in further consequences. Malicious attempts to harm or destroy data of another teacher, or data that resides anywhere on the network or on the Internet, or the uploading or creation of computer viruses are forbidden.
12. The District will not be responsible for any liabilities, costs, expenses, or purchases incurred by the use of the District's telecommunications systems such as the Internet. This includes, but is not limited to, the purchase of online services, apps, or products. The teacher is solely responsible for any such charges. The teacher's acceptance of an email account is an acceptance of the teacher's agreement to indemnify the District for any expenses, including legal fees, arising out of the teacher's use of the system in violation of the agreement.
13. The Internet will be supplied for your use on an "as is, as available" basis. The District does not imply or expressly warrant that any information you access will be valuable or fit for a particular purpose or that the system will operate error free.
14. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
15. The District reserves the right to refuse posting of files, and to remove files.
16. The District further reserves the right to inspect a teacher's computer and computer usage at any time. Teachers have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.
17. The computer system is not a public forum. It is provided for the limited purpose of advancing the District's mission.
18. A technology protection measure is in place that blocks and/or filters Internet access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate. The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide research or educational purposes: (a) who has successfully completed district training by the on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of a building administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

Any violation of any part of this agreement or any other activity which school administrators deem inappropriate will be subject to disciplinary action. Discipline could include but would not be limited to, the immediate suspension or termination of the teacher's Internet account and computer privileges, reprimand, suspension, or termination.

### **Use of School Facilities**

Teachers will be issued keys and/or a (key fob) to the school. Teachers are expected to not lose their keys and to not allow others to have access to or to use their keys. Teachers are permitted to have access to school facilities during non-school time provided such access is for work-related purposes. When teachers leave the building, they are to close all windows, lock their classroom door, and make sure that the entry door is fully closed and locked. This is especially important when teachers are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

School property is to be used for approved work-related purposes and not for personal purposes or for personal gain or benefit. Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.), and school postage is to be used for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, should not be removed for non-school use without approval from the administration.

### **Care of School Property**

Teachers are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

### **Use of Telephone**

Personal telephone calls shall not be made during instructional time except in the event of an emergency. Long distance calls on school telephones must promptly be logged long distance calls and be responsible for any charges which are for personal use.

### **Visitors**

Teachers are not to have visitors on school property except on a short-term basis and only with permission of the principal. Included in the definition of visitors are family members of the teacher. Visitors should follow posted procedures for being on school property. Teachers are not to bring their children to school with them in lieu of taking them to childcare.

### **Salespersons**

Teachers need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the teacher while engaged in the teacher's duties except for such times as may be designated by the Superintendent or designee. By law, the hours of no solicitation are between 8:05 a.m. and 3:30 p.m. any day school is in session. If you are required to be at work earlier than 8:05 a.m., the hours are extended to that earlier time as well.

Teachers shall not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Teachers shall not use time for which the teacher is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of this policy will be held to be willful insubordination.

### **Security of Desks and Lockers**

Offices, teacher desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The school exercises exclusive control over school property and reserves the right search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items a teacher wants to have kept private should be kept in a separate personal storage device, such as a briefcase, purse or backpack.

The District is not responsible for any personal property teachers may bring to school. Teachers are cautioned not to bring large amounts of money or items of significant value to school.

### **Video Surveillance**

The Administration may use video cameras in locations as deemed appropriate. Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures an individual violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the individual and may also be provided to law enforcement agencies.

### **Bulletins and Announcements**

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Principal's office. Posters are not to be attached to any painted wall surfaces. The person or organization responsible for distributing the posters is responsible to see that all posters are removed within 48 hours after the event.

### **Copyright and Fair Use Policy**

It is the school's policy to follow the federal copyright law. Students are reminded that, when using school equipment and when completing course work, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The "fair use" doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the "fair use" of a copyrighted work, including reproduction "for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research" is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted "fair use," rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is "fair." Students should seek assistance from a faculty member if there are any questions regarding what may be copied.

### **Lost and Found**

Teachers who find lost articles are asked to take them to the office, where the owner can claim the articles.

## **Safety**

### **Safety Program and Safety Committee**

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Teachers are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and workplace conditions. Representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the Superintendent. Teachers can make suggestions and/or report concerns to the safety committee in the following ways: contact the President of the teachers association, or contact the Safety Committee in care of the Superintendent.

### **Safety Practices**

Guidelines for safe work practices which teachers should follow include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.
8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

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

### **Use of Personal Vehicles**

Teachers who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Teachers will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid. Teachers who drive school vehicles or transport

students in their personal vehicles are responsible for following safe driving practices, including use of seat belts by all occupants, and are responsible for any injury or accident. Teachers are not to use cell phones while driving a school vehicle or while transporting children.

### **Accidents**

Every accident which results in a personal injury must be reported to the Principal immediately. In the event the injury involves a student, the teacher responsible for the student either as teacher, coach or sponsor is responsible for making the report. If the injury occurs in the presence of the teacher, the teacher is also responsible for making a report.

### **Workers Compensation**

Teachers are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

## **State and Federal Programs**

### **Notice of Nondiscrimination**

The Friend Public School does not discriminate on the basis of race, color, national origin, gender, marital status, disability, religion or age in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights  
8930 Ward Parkway  
Suite 2037  
Kansas City, MO 64114  
816-268-0550  
FAX: 816-823-1404; TDD: 800-437-0833

The U.S. Equal Employment Opportunity Commission (EEOC)  
1801 L Street, N.W.  
Washington, D.C. 20507  
(800) 669-4000; TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix "D" to this handbook.

## Designation of Coordinators

Any person having inquiries concerning the District's compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Friend Public School, 501 Main St., PO Box 67, Friend, NE 68359-0067, 402.947.2781.

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent
Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

## Anti-discrimination & Harassment Policy

### Elimination of Discrimination

The Friend Public School hereby gives this statement of compliance and intent to comply with all state and federal laws prohibiting discrimination or harassment and requiring accommodations. This school district intends to take necessary measures to assure compliance with such laws against any prohibited form of discrimination or harassment or which require accommodations.

### Preventing Harassment and Discrimination

Purpose: Friend Public School is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers, students or other persons is prohibited. In addition, the Friend Public School will try to protect employees and students from reported discrimination or harassment by non-employees or others in the work place and educational environment.

For purposes of this policy, discrimination or harassment based on a person's race, color, national origin, gender, marital status, disability, religion or age is prohibited. The following are general definitions of what might constitute prohibited harassment.

In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's race, color, religion, disability or national origin constitute harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

Age harassment (40 years of age and higher) has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.

Sexual harassment is defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal

conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment. Sexual harassment may exist when:

- Submission to such conduct is either an explicit or implicit term and condition of employment or of participation and enjoyment of the school's programs and activities;
- Submission to or rejection of such conduct is used or threatened as a basis for employment related decisions, such as promotion, performance, evaluation, pay adjustment, discipline, work assignment, etc., or school program or activity decisions, such as admission, credits, grades, school assignments or playing time;
- The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.
- Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing", "practical jokes", jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

### **Complaint and Grievance Procedures**

Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or classroom teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision. In the case of a student, the Principal would be the next or alternative person to contact.

If the employee or student's complaint is not resolved to his or her satisfaction within five (5) to ten (10) calendar days, or if the discrimination or harassment continues, or if as a student you feel you need immediate help for any reason, please report your complaint to the Superintendent of Friend Public School. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

The supervisor, teacher or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, and disciplinary action up to expulsion against a harassing student, may be taken. Under no circumstances will any threats or retaliation be permitted to be made against an employee or student for alleging in good faith a violation of this policy.

### **Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.

3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within thirty (30) days of the filing of the Complaint, unless such time period is extended by agreement of the Complainant. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have ten (10) days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution, and shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period. In the event the complainant rejects the proposed resolution, the complainant shall be given the opportunity to file a request for reconsideration within the ten (10) days from the date the Coordinator's division is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. The Coordinator shall consider any additional information provided in the request for reconsideration and make a decision on the request for reconsideration within 10 (ten) days after the request for reconsideration was filed.

### **Confidentiality of Student Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

### **Disclosure of Student Information to Military Recruiters and Colleges**

The **No Child Left Behind Act of 2001** **Every Student Succeeds Act** requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

### **Disclosures of Staff Qualifications**

The **No Child Left Behind Act of 2001** **Every Student Succeeds Act** gives parents/guardians the right to get information about the professional qualifications of their child's classroom teachers. The District designates the following information as "directory information" and will give parents/guardians such information upon request:

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher, along with information about other graduate certification or degrees held by the teacher, and the field of discipline of the certification or degree.
4. Whether the parent/guardian's child has been assigned, or has been taught for four or more consecutive weeks, by a teacher who does not meet the requirements of the **NCLB ESSA**.

### **Student Privacy Protection**

The **No Child Left Behind Act of 2001** **Every Student Succeeds Act** requires the District to protect the privacy of students. Further information about student privacy and the District's policies with regard to student privacy are found in Board policy and in the student

handbook. In general, employees are expected to comply with these provisions of the **NCLB ESSA** and related Board policy, as follows:

1. Student surveys created by and administered by either the United States Department of Education or a third party (a group or person other than the District)—give parent/guardian the opportunity to inspect the survey upon request before the survey is administered or distributed to the students;
2. Student surveys which involve “sensitive” matters—make suitable arrangements to protect student privacy (that is, do not include the name or other identifying information about a particular student) and give parents the opportunity, in advance, to “opt-out” their child from the survey. Sensitive matters include:
  - 2.1. Political affiliations or beliefs of the student or the student’s parent;
  - 2.2. Mental or psychological problems of the student or the student’s parent;
  - 2.3. Sex behavior or attitudes;
  - 2.4. Illegal, anti-social, self-incriminating or demeaning behavior;
  - 2.5. Critical appraisals of other individuals with whom the student has close family relationships;
  - 2.6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - 2.7. Religious practices, affiliations, or beliefs of the students or the student’s parent;
  - 2.8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
3. Instructional materials—permit parents upon reasonable request to inspect any instructional material used as part of the educational curriculum for their child. The term “instructional materials” does not include academic tests or academic assessments for purposes of this parent inspection requirement. If you receive such a request, direct the parent to contact your building principal and also inform the building principal yourself about the request to get instructions.
4. Collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information—the District policy is to not gather such information for such purposes.

## **Parental Involvement**

### **General - Parental/Community Involvement in Schools**

The District’s policy is to welcome parental involvement in the education of their children. As a part of this policy, employees are expected to:

1. provide parents timely information about their child’s progress, including use of quarterly report cards, active and constructive attendance at parent-teacher conferences, and more frequent parent contacts where warranted by the student’s academic and behavioral needs;
2. make textbooks, completed tests and other curriculum materials available for review by parents upon request;
3. permit parents access to their child’s records according to law and school policy;
4. encourage parents to attend courses, assemblies, counseling sessions and other instructional activities with prior approval of the proper teacher, counselor or administrator, provided that such parent attendance is educationally appropriate and not disruptive to the educational program;
5. assure that testing occurs to assure proper measurement of each child’s educational progress and achievement;
6. permit parents to excuse their child from testing, classroom instruction and other school experiences when possible and educationally appropriate;
7. notify parents of student surveys in accordance with district policy, obtain parental permission for surveys where required by District policy or law, and allow parents to opt-out of such surveys in accordance with District policy and law; and

8. encourage parents to express their concerns, share their ideas and advocate for their child's education.

## **Title I Parental and Family Involvement**

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

## **Homeless Students**

The **No Child Left Behind Act of 2001** **Every Student Succeeds Act** requires that homeless students not be stigmatized or segregated on the basis of their status as homeless. Homeless children generally include children who lack a fixed, regular, and adequate nighttime residence. The Superintendent serves as the District's designated Homeless Coordinator and should be contacted for questions relating to a homeless student.

**Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

**Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

## Model General Notice of COBRA Continuation Coverage Rights (For use by single-employer group health plans)

### \*\* Continuation Coverage Rights Under COBRA \*\*

#### Introduction

You're getting this notice because you recently gained coverage under the Friend Public School health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

### **When is COBRA continuation coverage available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Plan Administrator.**

### **How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage. There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### ***Disability extension of 18-month period of COBRA continuation coverage***

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. Contact the Plan Administrator.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

## Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, [Children's Health Insurance Program \(CHIP\)](#), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

## Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period<sup>1</sup> to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you>.

## If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

## Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## Plan contact information

Please check with Blue Cross Blue Shield of Nebraska before going on COBRA.

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<sup>1</sup> <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

## FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

### OVERTIME PAY

At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

### CHILD LABOR

An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

### TIP CREDIT

Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

### NURSING MOTHERS

The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

### ENFORCEMENT

The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1308 REV 07/16

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## **Employers Holding Federal Contracts or Subcontracts**

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## **Programs or Activities Receiving Federal Financial Assistance**

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

**AUGUST**

S	M	T	W	T	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			

**SEPTEMBER**

S	M	T	W	T	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	

**OCTOBER**

S	M	T	W	T	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					

**NOVEMBER**

S	M	T	W	T	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			

**DECEMBER**

S	M	T	W	T	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

qtr.	Ends	Teacher Days Scheduled
1	10/14	45
2	12/21	46
3	3/10	46
4	5/24	48
	Total	185

**August**

- 2 Flex day – Aug 1-12
- 15 PD/Teacher Workday
- 16 First Day of School – 2:00 out

**September**

- 5 NO SCHOOL – Labor Day
- 6 Teacher Cohort Day

**October**

- 5 PT Conferences – 12:30 out
- 7 NO SCHOOL – Fall Break

**November**

No School Nov. 23-25

**December**

- 22 End Quarter 2
- Holiday Break Dec -Jan
- NSAA Moratorium Dec 23-27

**January**

- 4 Teacher Work Day
- 3 Teacher Cohort Day

**February**

- 22 PT Conferences – 12:30 out
- 24 No School

**March**

- No School 9-10
- 8 End Quarter 3
- 15 Conference Quiz Bowl

**April**

No School 7 & 10

**May**

- 13 Graduation
- 18 Last Day of School-12:30 out
- 19 Teacher Workday

**JANUARY**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**FEBRUARY**

S	M	T	W	T	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				

**MARCH**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**APRIL**

S	M	T	W	T	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/ 30	24	25	26	27	28	29

**MAY**

S	M	T	W	T	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			

Teacher Workday/No Students
No School Break Days
Flex Day
Dismiss 12:30
Dismiss 2:00

# Friend Public School

# Bell Schedules

## Regular Day

Period 1	8:05 - 8:55
Period 2	8:57 - 9:47
Period 3	9:49 - 10:39
Period 4	10:41 - 11:31
Period 5	11:33 - 12:23

Lunch Break	Gr 7-12
	12:23 - 12:53

Period 6	12:55 - 1:45
Period 7	1:47 - 2:37
Period 8	2:39 - 3:29

## Friday 2:00 Dismissal

Period 1	8:05 - 8:44
Period 2	8:46 - 9:26
Period 3	9:28 - 10:08
Period 4	10:08 - 10:48
Period 5	10:48 - 11:27
Period 6	11:29 - 12:08

Lunch Break	Gr 7-12
	12:08 - 12:38

Period 7	12:40 - 1:19
Period 8	1:21 - 2:00

## 12:30 Dismissal

Period 1	8:05 - 8:36
Period 2	8:38 - 9:09
Period 3	9:11 - 9:42
Period 4	9:44 - 10:15
Period 5	10:17 - 10:48
Period 6	10:50 - 11:21
Period 7	11:23 - 11:55
Period 8	11:57 - 12:30

**RECEIPT OF 2021-2022 FACULTY EMPLOYEE HANDBOOK OF  
FRIEND PUBLIC SCHOOL**

This signed receipt acknowledges receipt of the Faculty Employee Handbook of Friend Public School. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Employee's Signature

Return to the Principal's Office

# Friend Public School



**2021 – 2022**

**2022-2023**

**Classified**

**Employee Handbook**

2021-2022  
**Classified Employees Handbook**  
**Friend Public School**

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## **FOREWORD**

This handbook is intended to be used by classified employees to provide general information about the District and to serve as a guide to the District's policies, rules, and regulations, benefits of employment, and performance expectations.

References in this handbook to "classified employees" are intended to apply to all staff who are not required by their position to hold a teaching or administrative certificate.

Each classified employee is responsible for becoming familiar with the handbook and knowing the information contained in it. Although the information found in this handbook is detailed and specific on many topics, the handbook is not intended to be all encompassing so as to cover every situation and circumstance that may arise. This handbook is intended to supplement other documents that deal with your employment, including your employment contract and the policies and regulations of the Board of Education. In reading this handbook, please understand that where a direct conflict exists, state or federal law, the negotiated agreement, and Board policies and regulations adopted after this handbook, will control.

This handbook does not create a "contract" of employment. Classified employee positions and assignments may be ended or changed on an "at will" basis notwithstanding anything in this handbook or any other publication or statement, except for a contract approved by the Board of Education.

The administration will be responsible for interpreting the rules contained in the handbook and shall have the right to make decisions and make rule revisions at any time. Should a situation or circumstance arise that is not specifically covered in this handbook, the administration will make a decision based upon applicable school district policies, state and federal statutes and regulations, and the best interests of the District.

This handbook will be in effect for the 2021-2022 and subsequent school years unless replaced by a later edition.

**Section 1 SCHOOL MISSION STATEMENT**

Committed to engaging all students, staff, and community to ensure a diverse education through a culture of life-long learning.

**BELIEF STATEMENTS**

- We believe each individual has value and dignity and is capable of life-long learning.
- We believe in sustaining a progressive learning environment that is physically and emotionally safe for learning.
- We believe education is a collaborative community responsibility.
- We believe every student needs to be invested in all areas of their educational experience.

## Article 1 – SCHOOL CALENDAR AND SCHEDULES

### Section 1 School Calendar

The school calendar is found at Appendix “F.”

### Section 2 Daily Schedule

8:00 a.m. bell rings

3:29 p.m. bell rings and senior high students may dismiss

### Section 3 Shortened Schedule

#### 12:30 EARLY DISMISSAL SCHEDULE

- 8:00 a.m., bell 8:05 a.m., first classes begin.
- All Kindergarten through 6th grade students will be served lunch at the regular time.
- Noon recess will also be at the regular time.
- Dismissal is at 12:30.

### Section 4 Severe Weather and School Cancellations

The Superintendent is authorized by the Board of Education to close public schools in case of severe weather. The BlackBoard Connect information service will be utilized to inform people of school closings or late starts. Representatives of the Superintendent’s staff will notify local news media when inclement weather warrants such action.

Decision to Close Schools. A decision to close school is made when forecasts by the weather service and civil defense officials indicate that it would be unwise for students to go to school. If possible, a decision about the next school day will be made by 9 p.m. for announcement during the 10 p.m. news. An early decision is not always possible because of uncertain weather conditions. School officials will make periodic assessments of conditions during the night and will decide early in the morning (by 6 a.m. if possible). In any case, **an announcement will be made via BlackBoard Connect as well as to the news media when schools will be closed.** In some instances, schools will be open, but certain services may be canceled (bus transportation, kindergarten, student activities). Some staff may be designated as being required to come to school even in the event of a school closing.

After School Starts. Every attempt will be made to avoid closing school once classes are in session. In some instances, closing school during the day is inevitable if children are to safely return home before the brunt of a major storm hits. In these cases, as much advance notice as possible will be given. If school is closed during the day staff will be notified and parents will be notified via media broadcast. Teachers and designated staff will be responsible for remaining with students until all students have safely left school or the administration has made arrangements for remaining students.

Parental Decisions. Parents may decide to keep their children at home in inclement weather because of personal circumstances. Students absent because of severe weather when school is in session will be marked absent. You should treat the absence like any other absence for legitimate causes provided parents properly notify the school of their

decision. Parents may pick up their children in inclement weather (except in case of a tornado) at any time during the school day. Students will not normally be dismissed from school during severe weather on the basis of a telephone request.

Emergency Conditions. Friend Public School has a signal which, when activated, includes the necessity to either evacuate the building or to move to safer areas of the building. All regular drills are held as required by law through the school year. There are plans for Emergency Exit system, Tornado Warning System, and Critical Incident Response. **School officials are not permitted to release students from the school building during a tornado warning.** In the event of an emergency exit alert or tornado warning, you should implement the school's established safety procedures.

## **Article 2 – EMPLOYMENT, COMPENSATION AND BENEFITS**

### **Section 1 Employment**

Classified employees may be asked in the spring whether they wish to continue in employment during the following school year. This is done for staff planning purposes and does not constitute an offer of employment.

Should an employee wish to resign from employment the employee should give two weeks' written notice of resignation to the Superintendent. The request to resign will be acted upon by the Board of Education.

Classified employees are "at-will" employees, and may be terminated at any time by the school district. Notice of termination may be delivered by the administration or Board of Education. The termination of employment will be acted upon by the Board of Education at a regular or special meeting.

### **Section 2 Assignments**

The duties to be performed are subject to assignment by the administration and your supervisor. Job descriptions, where available, provide additional information about the position duties.

Employees are expected to devote full time during days of school to their work and to diligently and faithfully perform the assigned duties to the best of the employee's ability.

### **Section 3 Personnel File**

The District will follow the requirements of state and federal law and regulation with regard to an employee's personnel file.

### **Section 4 Grievances and Complaints**

Employee grievances or complaints shall be addressed through the administrative chain of command following the process set forth in board policy or this handbook.

### **Section 5 Compensation**

Compensation. Compensation is paid only as authorized by the Board of Education.

Salary Payments. Salary is payable on a once per month basis for those months when services are performed. Employees are paid on the 25<sup>th</sup> of the month, or the last preceding

business day, if the 25<sup>th</sup> falls on a holiday or weekend. In emergency cases exceptions may be made, subject to the approval of the Board. Upon separation of employment, or upon fulfillment of the contract, employees may, at the option of the Board, be paid all salary due in one lump sum.

## **Section 6      Benefits**

Classified employees are provided benefits in accordance with their employment contract and Board policy. Annual fringe benefit elections are to be made by September 1 of each school year. Should an employee fail to make such election, the employee election from the immediately preceding school and contract year shall be continued. Employees are responsible for informing the Superintendent's Office in writing of any changes in benefit status.

Continued health insurance benefits are available through COBRA, subject to certain qualifying requirements. A Notice of COBRA Continuation Coverage Rights is incorporated into this handbook as Appendix "A."

The Health Insurance Portability and Accountability Act (HIPAA) provides rights and protections for participants and beneficiaries in group health plans. HIPAA includes protections for coverage under group health plans that limit exclusions for preexisting conditions; prohibit discrimination against employees and dependents based on their health status; and allow a special opportunity to enroll in a new plan to individuals in certain circumstances. HIPAA may also give you a right to purchase individual coverage if you have no group health plan coverage available, and have exhausted COBRA or other continuation coverage. Further information may be obtained from the Plan Administrator of the group health plan.

## **Section 7      Payroll and Payroll Deductions**

Payroll deductions are made in accordance with law and elections made by employees.

## **Section 8      Expense Reimbursement**

Reimbursement for authorized mileage will be paid to employees required to drive their own vehicles during their regular scheduled working hours between two or more work sites. Claims for reimbursement should be submitted to the employee's immediate supervisor. The allowable rate shall be governed by Board policy, unless otherwise required by law. The District is not liable for physical damage to employee vehicles.

Reimbursement for purchase of materials or for meals or other expenses related to travel must be submitted to and approved by either the employee's immediate supervisor or, if the expense relates to an activity, by the Athletic Director. The request for reimbursement should include a voucher sufficient to establish that the expense was actually incurred and that the expense was reasonable and related to a school purpose.

Reimbursable mileage or other reimbursement expenses will be considered separate from compensation and be paid at the time of the next monthly payroll after sufficient support documentation is provided.

Necessary materials and supplies are provided by the District. If an employee needs additional materials for performance of duties, the request should be made to the

employee's immediate supervisor. Employees who purchase materials or supplies without advance approval may not be reimbursed.

### **Section 9 403(b) Salary Reduction Agreements**

The District will cooperate with any employee who chooses to participate in an investment program under Internal Revenue Code Section 403(b) that has been approved by the Board of Education.

### **Section 10 Overtime**

Overtime is paid to classified employees in accordance with the Fair Labor Standards Act (FLSA). A publication provided by the federal government which provides more information about the FLSA is attached as Appendix "D" to this handbook.

Classified employees may be classified as either "exempt" or "non-exempt" for overtime purposes. Employees who are classified as exempt employees are not eligible for overtime. Those who are "non-exempt" are eligible for overtime.

The regular workweek for overtime purposes is from 12:00 a.m. on Sunday through 11:59 p.m. on Saturday. The administration may establish a different 7-day period workweek from time to time for specified employees or employee groups.

Employees will be expected to accurately report hours worked. Falsification of time cards is a serious offense.

Non-exempt employees must receive prior approval from their supervisor to work additional hours beyond their regular work schedule. Non-exempt employees will be paid for each hour worked in excess of 40 hours in a workweek and are expected to accurately and timely report overtime hours to their supervisor.

Overtime pay for non-exempt employees will be paid at the rate of not less than 1½ times the employee's regular rate of pay for hours worked in excess of the 40 hour workweek. Employees with two or more non-exempt positions may be eligible for overtime pay based upon the total number of hours worked in one workweek. If applicable, the employee and the Superintendent will agree upon the overtime rate, in compliance with FLSA regulations.

Exempt overtime request forms need to be filled out and signed by the Superintendent before overtime work is granted. Make a copy and fill out the attached "Request for Overtime Authorization" form found in Appendixes; Appendix E.

A non-exempt employee may request compensatory time in lieu of overtime pay, with approval of the employer, with the rate figured as 1½ times the number of hours worked in excess of 40 hours in any work week. Compensatory time may be accumulated up to 40 hours upon approval by their supervisor. Any accumulation of compensatory time over 40 hours must be approved by the Superintendent. The FLSA limits the accumulation of compensatory time to 240 hours.

The District's policy is to not permit improper deductions from the salary of exempt employees who are required to meet a "salaried basis" test for the overtime exemption to be applicable. An employee who feels an improper deduction affecting exemption status has occurred may submit a complaint to the Superintendent or the Superintendent's designee, who shall promptly investigate the complaint. Reimbursement shall be made and a good faith commitment to comply in the future will be given in the event it is determined that an improper deduction affecting overtime exemption has been made.

The District's policy is to authorize unpaid disciplinary suspensions of a full day or more for infractions of workplace conduct rules and to apply such policy uniformly to all similarly situated employees, including exempt employees who are required to meet a "salaried basis" test for the exemption to be applicable. Unpaid disciplinary suspensions of a partial day or of a full day or more may be implemented for infractions of safety rules of major significance. Deductions of pay of a partial day or of a full day or more may be made for FMLA leaves and in the first and last weeks of employment. In addition, based on principles of public accountancy, deductions from pay of a partial day or of a full day or more will be made for absences for illness, injury or personal reasons when accrued leave is not used or not available, and for absences due to any budget-required furlough.

### **Article 3 - ABSENCES FROM WORK**

#### **Section 1      Absence Procedures**

Requesting Leave. Leave requests should be made as soon as practicable under the circumstances. An employee who wants to use available leave is to submit a Request for Leave form to the employee's supervisor. The request is to be submitted at least 5 duty days prior to the leave. The supervisor may require that more advance notice be given depending on the nature of the employee's duties or the need to schedule a substitute.

Giving Notice of Unscheduled Absences. An employee who is unable to request advance approval for an absence because of the nature of the circumstance requiring the absence (such as personal illness or unforeseen emergency) is to report the need to be absent as soon as the situation is known. To report the need to take a sick or bereavement leave, employees are to contact your immediate supervisor or school principal before the end of the day on the first day of the absence, and on each subsequent day of absence, the employee is to report to your immediate supervisor or building principal whether the employee will be able to return to work on the next duty day. For sick or bereavement leaves occurring in circumstances where the need for the leave can be determined in advance, the employee is to make a report of the need to take the leave as soon as possible.

#### Returning from Absences

1. *Justification for Absences Taken Without Prior Approval.* If an employee is absent without advance approval either: (1) the day immediately preceding or immediately following a regularly scheduled school break (such as winter break, spring break, and quarter or semester breaks) or (2) during the first two weeks or the last two weeks of school (student contact

days), the employee will be required to give verification (for example, a doctor's note) to establish that the employee was unable to work for an excusable condition or excusable reason.

2. *Establishing Fitness for Duty.* Employees must present a written statement from their physician or health care provider to their supervisor when absent for any period of time because of injury requiring care from a physician or health care provider, or absent from work for 10 days or more due to a personal health condition. The statement is to clearly verify that the employee is mentally and physically able to return to duty. This statement is to be presented in person to the employee's supervisor before the employee returns to duty in order that the readiness to perform work can be observed and discussed.

Employees are required to disclose any medical restrictions that limit their ability to perform the essential functions of their position to their supervisor and to request a meeting with the Americans with Disabilities Act (ADA) Coordinator to discuss the provision of reasonable accommodations. The District will not discriminate against any employee due to disability and will provide reasonable accommodations. Information provided about medical conditions or disabilities shall be treated as confidential, as required by state and federal statutes, and will be divulged only to the extent necessary to provide reasonable accommodations.

## **Section 2      Paid Leave - Sick and Personal Leaves**

Employees are provided with paid sick and personal leaves (professional leaves, bereavement leaves, etc.) in accordance with their employment contract and Board policy. During such paid leaves, employees continue to receive their salary and fringe benefits.

The leaves provided by the District are to be used for the purpose intended. Abuse of leave privileges affects the students, other staff, and the entire District and will not be tolerated.

1.0 FTE classified employees will receive 10 sick leave days per year accumulative to 45 days. Part-time employees will receive pro-rated days based on their FTE. Employees will not be reimbursed for unused sick leave days upon ending employment. Employees are to use sick leave when unable to work. Activities other than caring for their own health or that of an immediate family member reflect an abuse of sick leave.

Bereavement leave is to be used for purposes of addressing issues related to the death and to attend funeral services. The taking of a bereavement leave without attending funeral services would be an abuse of bereavement leave, except in the case of the death of the employee's parent, child or spouse, where grief would be expected to impair the employee's ability to function at work.

9 month Employees will receive 2 personal days per year; with no carry-over of personal days to the following year. Employees will not be reimbursed for unused personal leave days.

12 month Employees will receive 10 vacation days per year; with no carry-over of personal days to the following year. Employees will not be reimbursed for unused vacation leave days. After 5 years of continuous employment in the Friend Public School, an employee will receive 2 additional vacation days to be used within that work year.

Employees can use no more than 5 of the vacation days during the school year time period.

### **Section 3 Paid Holidays**

9 month Employees will receive paid holidays for the following days: Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day.

12 month Employees will receive paid holidays for the following days: Labor Day, Thanksgiving Day, Christmas Eve Day, Christmas Day, New Year's Day, Memorial Day, and July 4th.

### **Section 4 Payroll Deductions for Absences in Excess of Paid Leave**

Should an employee be absent from work in excess of the employee's accumulated sick leave or other paid leaves called for in the negotiated agreement, the employee's salary and fringe benefits (including the cost of premiums for group health insurance) shall be reduced by the day or days of work missed on a per diem basis calculated using the number of days missed as the numerator, and the number of total contract days for the school year as the denominator.

### **Section 5 Leaves of Absence**

An employee may apply to the Board of Education for a leave of absence from the employee's duties. The Board of Education considers such requests on a case-by-case basis. No leave of absence shall extend beyond one school year. All leaves of absence shall be without pay except as may be required under applicable state or federal laws.

### **Section 6 Unpaid Leaves**

The District complies with laws that require leaves to be allowed, such as for FMLA leaves, military service and jury duty. Should an employee be absent from work in excess of the employee's available paid leaves, the absence will be an unpaid leave except as may be required by law. The employee's salary and fringe benefits (including the cost of premiums for group health insurance) may be subject to reduction for the day or days of work missed.

### **Section 7 Jury Duty Leave**

An employee who is summoned for jury service must promptly notify the employee's immediate supervisor. The employee will be allowed time off for jury duty.

There will be no loss of salary or deduction in leave time for time spent in jury service. The District may at its discretion reduce salary by an amount equal to any compensation, other than expenses, paid by the court for jury duty.

If an employee reports for jury duty in the morning and is then dismissed from jury duty for the remainder of the day, the employee is to report for work and resume duties for the balance of the day, except as may be otherwise arranged by the employee's immediate supervisor.

## **Section 8 Family and Medical Leave**

### **Employee Rights and Responsibilities under the Family and Medical Leave Act**

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

Basic Leave Entitlement. FMLA provides up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for your child after birth, or placement for adoption or foster care;
- To care for your spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes you unable to perform your job.

The "leave year" for purposes of the FMLA is a "rolling" 12-month period, measured backward from the date of any FMLA leave usage.

Military Leave Entitlement. Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a 12-month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections. During FMLA leave, your health coverage under a "group health plan" will be maintained on the same terms as if you had continued to work. Upon return from FMLA leave, most employees must be restored to their original or an equivalent position with equivalent pay, benefits, and other employment terms.

Your use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your FMLA leave.

Eligibility Requirements. You are eligible if you have been employed with Friend Public School for at least one year, for 1,250 hours over the previous 12 months, and if there are at least 50 employees of the District within 75 miles of your work location.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. You do not need to use FMLA leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. You must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the District's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave. You may choose or Friend Public School may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, you must comply with the District's normal paid leave policies.

Employee Responsibilities. You must provide sufficient information for the District to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You also must inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified. You also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities. The District must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the District must provide a reason for the ineligibility.

The District must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District must notify the employee.

Unlawful Acts by Employers. FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

For additional information you may refer to FMLA poster (Appendix “B”) or contact the U.S. Wage and Hour Division at:

1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627

[www.wagehour.dol.gov](http://www.wagehour.dol.gov)

To submit a request for use of FMLA, or to make arrangements for payment of benefits while on an FMLA leave, contact Derek Anderson, Superintendent, at (402) 947-2781.

### **Section 9 Military and Family Military Leave**

Military leave and family military leave will be granted to the extent required by state and federal law.

Employees requesting military leave must notify the Superintendent as soon as they receive notification of activation. Employees are to attach a copy of their orders to a leave request form when they prepare the request for military leave.

Employees requesting to take family military leave under the Nebraska statutes must notify the Superintendent at least 14 days in advance of taking such a leave if the leave will be for 5 or more consecutive days, and consult with their supervisor to schedule the leave so as to not unduly disrupt operations of the District. For leaves of less than 5 days, the employee is to notify the Superintendent of the leave request as soon as practicable.

Family military leave under the FMLA will be provided in accordance with that law and subject to the provisions of the Board policy pertaining to FMLA leave.

### **Section 10 Adoption Leave**

Adoption leave will be permitted to be taken by an adoptive parent for the same time and on the same terms as an employee is permitted to take a leave of absence upon the birth of the employee’s child.

The adoptive parent leave of absence begins following the commencement of the parent-child relationship. The parent-child relationship commences, for purposes of adoption leave, when the child is placed with the employee for purposes of adoption. The employee shall be deemed to have waived any adoptive leave days not taken following the commencement of the parent-child relationship, except as the

Superintendent and the employee may otherwise agree. Advance notice of an anticipated adoption shall be provided by the employee to the Superintendent as early as possible.

**Section 11 Subpoena to Testify Leave**

An employee must promptly notify the employee's immediate supervisor when the employee receives a lawfully issued subpoena to testify in court or to give a deposition that may require an absence from duty.

In the event the subpoena involves a job-related matter in which the employee is testifying on behalf of the District, the absence will be treated similar to a jury duty leave.

In the event the subpoena involves a personal matter, the employee will be required to use available leave days. A subpoena will be considered to involve a personal matter whenever the employee or a family member or friend of the employee is a party to the legal proceeding, unless the employee's involvement in the legal matter is solely due to actions taken in connection with the employee's work duties, the actions of the employee were not inappropriate, and the District is not an opposing party in the legal matter.

**Section 12 Voting Leave**

Employees will be allowed paid time off to vote in an election if the employee: (a) is a registered voter; (b) does not have 2 consecutive hours during which the employee is not required to be present at work in the period between the time of the opening and closing of the polls; and (c) applies for voting leave prior to or on election day.

Voting leave will not be available to most employees because elections are typically scheduled for 8 a.m. to 8 p.m. Most employees are off duty on or before 6 p.m. If not off work by 6 p.m., the employee is usually not on duty before 10 a.m.

When voting leave is available, an employee will be entitled to be absent from work on election day for such period of time as will, when considering the employee's non-working time, total 2 consecutive hours between the time of the opening and closing of the polls. When voting leave is used, no deduction shall be made from the employee's salary or wages on account of such absence. The employee's supervisor may specify the hours during which the employee may be absent for voting leave.

**Article 4 – DUTIES AND RESPONSIBILITIES**

**Section 1 Hours of Work & Meetings**

Regular, dependable attendance at work is an essential function of a classified employee's employment position.

Employees are required to attend meetings called by the administration or their supervisors, except those meetings which are designated for optional attendance.

**Section 2 Arrival to Duty Assignments**

Schools have differing starting and ending times for the student day. Classified employees' work assignments may or may not be related to the regular school day.

Classified employees are expected to know their duty dates and times, and to be on time for work.

### **Section 3 Leaving School**

Employees are to be on duty at all times during the assigned work day. Employees may not leave school or their assigned area during duty hours without approval of the Principal or their supervisor.

Employees who leave the school during their designated lunch period or for an approved absence must check out with the Principal's office or their supervisor when leaving, and check back in upon return. Employees who need to leave during the school day for reason of illness or emergency are to make sure that a responsible person has been notified of their unexpected absence so work coverage may be provided.

### **Section 4 School Procedures**

Employees are expected to adhere to the following school procedures in the performance of their duties:

1. Use of Cell Phones.  
Employees are not to use personal cell phones for any non-school purpose during duty time.  
  
Employees are not to use cell phones or otherwise engage in distracted driving while transporting students or using student vehicles. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies. Employees will abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems are to be utilized by all occupants.
2. Checking Out of Equipment.  
All equipment must be checked out through the Principal's office. School equipment may be used only for school purposes. School equipment and other resources may be used for personal purposes only as authorized by Board policy or contract.
3. Requisition of Equipment and Supplies.  
Books and supplies which are needed for instruction should be requested through the Principal's office. Employees shall not make purchases on behalf of the District without prior approval of the Principal.
4. Emails  
Employees may be assigned a school email address for purposes of intra-school and inter-school e-mail correspondence. Employees should check for email throughout the duty day, and should timely respond to emails which require a response, but should avoid checking and responding to emails during instructional time. Use

of the District's e-mail system for personal communications should be limited, and is subject to the rules governing overall computer usage found in Board policy and this handbook.

5. Employee MailBox.  
Employees may be assigned a mailbox located in the teacher workroom. Employees should check for mail upon arrival, in the course of the school day, if possible, and upon departure. If something requires an answer employees are responsible for responding promptly. Employee mailboxes are to be limited to communications regarding school business.
6. Record Keeping  
Duties of classified employees often involve keeping detailed records. Make sure to complete these records as directed by your supervisor.
7. Employees Meetings  
Employees' meetings will be held as needed. **ALL** employees are expected to be present for the meetings, unless they are absent from school for good cause or have made prior arrangements.

## **Section 5      Supervision of Students**

Proper supervision of students is an important responsibility. Employees responsible for student supervision are expected to meet the four "P's" for student supervision and safety. All employees of the school should be familiar with these principles, to the extent they may be involved in supervision of students or interacting with students.

1. Proper Supervision
  - Report to all duty assignments on time.
  - Circulate through your duty area. Pay particular attention to areas and activities that pose an increased risk of injury.
  - Be vigilant while supervising students. Never leave your students unattended; the need to make a copy is not greater than the need to supervise your students. If an emergency requires that you leave students who you are supervising, request that another nearby staff member provide supervision for you, or notify the office so someone can provide assistance. If you are on recess duty, your responsibility is to supervise the students in your assigned area. When talking with other adults or students, remember that your primary duty is supervision and make sure you are aware of what all students who you are to be supervising are doing.
  - If you have seen or have been informed that a particular student has a propensity to act dangerously or in an unpredictable manner, your supervision of that student must increase with the known risk of injury. (Remember, though, that this type of information may be confidential—do not share confidential information about students

except with other staff who need to know the information to perform their jobs).

- Be careful with touching students. Touching students should be limited to that necessary to protect the student. Corporal punishment is prohibited in our school district and is not to be used. Physical force may only be used to the extent reasonably necessary to protect the student, yourself and others, and to protect property as may be reasonable.
- Use good judgment when dealing with difficult situations involving students. Physical confrontation generally escalates tense situations.
- Be careful with your language. Profanity or abusive language should not be used by you. Be a good role model for students. If a student uses such language, you should correct the student and take such disciplinary action as is appropriate, which may include making a report to administration.

2. Proper Instructions

- Proper instructions are important to reduce the risk of injury when students undertake an activity, especially an activity that has an increased risk of harm to students.
- Repeat the instructions on how to complete a task that has a heightened risk of danger as often as needed. Do not assume because students heard the directions once that they will be remembered.
- When you go over safety rules with students, note it in your written records.

3. Proper Maintenance of Buildings, Grounds, and Equipment

- Conduct periodic inspections of equipment under your control or in your area of supervision.
- If equipment is broken and presents a risk of injury, immediately take it out of service (if it can't be moved, tape a "Do Not Use" sign) and notify the office so those repairs may be undertaken.
- Check your communication device (whether it be a school phone in your supervision area, a walkie-talkie, or a cell phone) periodically to make sure you can communicate with the office immediately in the event of an emergency.

4. Proper Warnings

- If you have knowledge of a hazard that can likely cause injury, take steps to warn other staff and students. Tell the office so additional warnings may be given.

Contact the Office for Assistance

The office administration should be contacted immediately when a situation exists which could cause injury to students or others. Examples include:

- student fight
- student health problem (fainting, bleeding, high temperature, difficulty breathing, etc.); if the office can not be immediately located, call 911 if

- the problem appears to be of immediate and serious concern
- a report or a suspicion that a student has a weapon or other dangerous item or drugs, alcohol, or other illegal substances
  - presence of an intruder (a non-student or staff member who refuses to go to the office)

Violations of student rules which are also violations of state law are required to be reported to law enforcement. Make a report of such conduct to the Principal so this law may be followed.

### Student Searches

Office administration should be contacted to perform searches of students or their belongings. You may direct a student suspected of having an item in violation of school rules to wait with you until administration is present, or to follow you to the office if you can leave your assigned area without causing risk of harm to others. Do not use physical force to detain the student or to make the student accompany you except as reasonably necessary to protect the student or others.

### Student Rights

Treat students fairly and consistently without consideration of race, color, religion, gender, or disability. Students who need special accommodations are to be given those accommodations as needed for them to participate in school and school activities. Follow IEP and 504 Plans for the students for whom you are responsible. Be attentive and respond to “bullying.” Maintain the confidentiality of student records. Student record information should be shared only with other school staff with a need to know the information to perform their duties.

## **Section 6      Role of Para Professionals**

Para professionals provide valuable assistance in the educational process and allow teachers to carry out their responsibilities in a more efficient and effective manner. A teacher aide para professional must not, however, assume teaching responsibilities. The teacher must maintain the role of leadership and responsibility for the students, with the teacher aide para professional in a supportive role. Teacher aides Para professionals may be used to assist the teacher by, among other tasks, assisting with instructional activities under the direction of the teacher, helping to supervise students, copying tests and other written material, organizing class materials, preparing bulletin boards. Teacher aides Para professionals are to work only on their assigned workdays and within their assigned workday. If the teacher desires the aide para to work hours other than the assigned work hours or assigned workday, contact the administration prior for approval.

## **Section 7      Dispensing Medication**

Employees are not permitted to give any medication to students unless trained under the Medication Aid Act. To ensure the proper care of our students, employees who are asked to take the medication training and administer medications shall do so.

Students who need to take prescription medicine must have a signed parent release form on file in the office. Medications are to be taken in the presence of the office staff, the nurse, or medication aide and are to be stored in the nurse's office; with the exception of students who have a diabetes self-management or asthma self-management plan. Medical procedures are not to be administered in the classroom except in accordance with the District's Safety and Security Management Plan and the District's Emergency Protocol (asthma/anaphylaxis protocol).

If students must take medication and/or perform medical procedures prescribed by a duly licensed physician or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition, during school hours, it is the responsibility of the parents or guardians to sign permission slips to dispense the medicine at the school and to submit a note or prescription from the physician authorizing the medicine and/or medical procedure or, for asthma and anaphylaxis, a health care professional who prescribed the medication for treatment of the student's condition. School district personnel are not to administer medicine, including over the counter medicine, without this signed form and note or prescription. Any medication brought to school needs to be properly labeled. The label should include the following information: student's name, name of medication, dosage needed, and time of dispensing the medication.

## **Section 8 Reporting Child Abuse**

Nebraska State Law and school policy mandates school officials to make a report to the proper law enforcement agency or the Department of Health and Human Services (Child Protective Services) when there is reasonable cause to believe that a child has been abused or neglected, or a child is in a situation which would reasonably result in abuse or neglect. According to Nebraska State Law, abuse or neglect means knowingly, intentionally, or negligently causing or permitting a minor child to be:

1. Placed in a situation that endangers his or her life or physical or mental health;
2. Cruelly confined or cruelly punished;
3. Deprived of necessary food, clothing, shelter, or care;
4. Left unattended in a motor vehicle if such minor 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.

Employees are to inform their Principal or supervisor that they intend to make a report. Administrative staff may sometimes choose to make the report for an employee. However, informing a Principal or supervisor does not end the employee's responsibility; employees are obligated to make certain a report was made if they do not do it themselves.

It is vital that the report be made as accurately and as soon as possible. To assure accuracy, you are encouraged to document the date of the incident and specific statements or explanations made by a child regarding an abuse/neglect concern. Timeliness in making a report will assist in minimizing further risk to the child by allowing the police or Child Protective Services workers to promptly interview the child. A counselor or an administrator will help you.

Do not talk about the matter directly with the parent or others, as that may violate confidentiality restrictions, affect the ability of authorities to investigate, create problems with relationships and create legal problems. The school administration will consider your information, conduct any further investigation needed to justify a report, and determine whether a report of child abuse or neglect is to be made. If the person who you have reported to does not make a report to the police or Child Protective Services, and you feel a report should be made, report the matter directly to the Superintendent.

## **Article 5 – PERSONAL AND PROFESSIONAL CONDUCT**

### **Section 1 Ethics Standards**

The Friend Public School District expects its classified employees to adhere to ethics standards which are modified from those established by the Nebraska Department of Education for certificated employees. The classified school employment job ethics standards which classified employees are expected to adhere to include those set forth below.

#### *Principle I - Commitment as a School Employee:*

Employees shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the employee's contractual and personal responsibilities, the employee:

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 sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status.
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 personal decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit school 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 engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of job duties.

8. Shall report to the Superintendent any known violation of paragraphs 2 or 5 above.
9. Shall seek no reprisal against any individual who has reported a violation of this rule.

*Principle II - Commitment to the Student:*

Mindful that the employee's classified position exists for the purpose of serving the best interests of the school district's students and patrons, the classified employee shall perform his/her job duties with genuine interest, concern, and consideration for the student. The employee 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 employee:

1. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
2. Shall keep in confidence personally identifiable information that has been obtained in the course of employment, unless disclosure is approved by the administration or is required by law.
3. Shall not discipline students using corporal punishment.

*Principle III - Commitment to the Public:*

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The classified employee bears responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

In fulfillment of the obligation to the public, the employee:

1. Shall not misrepresent an institution with which the employee is affiliated, and shall take added precautions to distinguish between the employee'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 judgment to be exercised in the course of employment.
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, nor 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 the employee's position.

*Principle IV - Commitment to Classified Position Employment Practices:*

The employee shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The employee shall believe that sound personnel relationships with governing administration and board of education are built upon personal integrity, dignity, and mutual respect.

In fulfillment of the obligation to employment practices, the employee:

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of 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 job related 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 employee is responsible.
6. Shall permit no commercial or personal exploitation of his or her employment position.
7. Shall use time on duty and leave time for the purpose for which intended.

*Competent Performance*

Employees must possess the abilities and skills necessary to accomplish the designated task.

Therefore, each employee shall:

1. Keep records for which he or she is responsible in accordance with law and policies of the school system;
2. Supervise others in accordance with law and policies of the District;
3. Recognize the role and function of community agencies and groups as they relate to the District and to his or her position, including but not limited to health and social services, employment services, community teaching resources, cultural opportunities, educational advisory committees, and parent organizations.

Each employee shall:

1. Utilize available materials and equipment necessary to accomplish the designated task;
2. Adhere to and enforce written and dated administrative policy of the District which has been communicated to the educator;
3. Use channels of communication when interacting with educators, community agencies, and groups, in accordance with policy.

Each supervisor shall:

1. Make reasonable assignment of tasks and duties in light of individual abilities and specialties and available personnel resources.

*Communication Skills:* In communicating with students and other employees, each employee, within the limits prescribed by his or her assignment and role, shall:

1. Utilize information and materials that are relevant to the designated task;
2. Use language and terminology which are relevant to the designated task;
3. Use language which reflects an understanding of the ability of the individual or group;

4. Assure that the designated task is understood;
5. Use feedback techniques which are relevant to the designated task;
6. Consider the entire context of the statements of others when making judgments about what others have said;
7. Encourage each individual to state his ideas clearly.

*Management techniques:* The employee shall:

1. Resolve discipline problems in accordance with law, board policy, and administrative regulations and policies;
2. Maintain consistency in the application of policy and practice;
3. Develop and maintain positive standards of conduct.

*Human and Interpersonal Relationships:* Employees shall possess effective human and interpersonal relations skills and therefore:

1. Shall allow others who hold and express differing opinions or ideas to freely express such ideas;
2. Shall not knowingly misinterpret the statement of others;
3. Shall not show disrespect for or lack of acceptance of others;
4. Shall provide leadership and direction for others by appropriate example;
5. Shall offer constructive criticism when necessary;
6. Shall comply with reasonable requests and orders given by and with proper authority;
7. Shall not assign unreasonable tasks;
8. Shall demonstrate self-confidence and self-sufficiency in exercising authority.

*Personal Requirements:* Each employee within the scope of delegated authority shall:

1. Be able to engage in physical activity appropriate to the designated task except for temporary disability;
2. Be able to communicate so effectively as to accomplish the designated task;
3. Appropriately control his or her emotions;
4. Possess and demonstrate sufficient intellectual ability to perform designated tasks.

*Contractual Obligations:* Employees shall adhere fully to the terms of a contract or appointment.

## **Section 2 Role Model**

Employees serve as role models for students and their actions and conduct reflect on the school as a whole. Employees are in all respects to conduct themselves in a professional manner.

## **Section 3 Professional Boundaries**

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

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

- Using e-mail, text messaging, instant messaging or social networking sites to discuss with a student a matter that does not pertain to school-related activities, such as the student's homework, class activity, school sport or club, or other school-sponsored activity. Electronic communications with students are to be sent simultaneously to multiple recipients, not to just one student, except where the communication is clearly school-related and inappropriate for persons other than the individual student to receive (for example, e-mailing a message about a student's grades).
- Engaging in social-networking friendships with a student. Material that employees post on social networks that is publicly available to those in the school community must reflect the professional image applicable to the employee's position and not impair the employee's capacity to maintain the respect of students and parents or impair the employee's ability to serve as a role model for children.
- Engaging in sexual activity, a romantic relationship, or dating a student or a former student within one year of the student graduating or otherwise leaving the District.
- Making any sexual advance – verbal, written, or physical – towards a student.
- Showing sexually inappropriate materials or objects to a student.
- Discussing with a student sexual topics that are not related to a specific curriculum.
- Telling sexual jokes to a student.
- Invading a student's physical privacy (e.g., walking in on the student in a restroom).
- Hugging or other physical contact with a student that is initiated by the employee when the student does not seek or want this attention.
- Being overly "touchy" with a specific student.

- Allowing a specific student to get away with misconduct that is not tolerated from other students, except as appropriate for students with an IEP or 504 Plan.
- Discussing with the student the employee's problems that would normally be discussed with adults (e.g., marital problems).
- Giving a student a ride in the employee's personal vehicle without express permission of the student's parent or school administrator unless another adult is in the vehicle.
- Taking a student on an outing without obtaining prior express permission of the student's parent or school administrator.
- Inviting a student to the employee's home without prior express permission of the student's parent and school administrator.
- Going to the student's home when the student's parent or a proper chaperone is not present.
- Giving gifts of a personal nature to a specific student.

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

Employees who observe or become aware of a violation of the foregoing expectations by other employees are to report the matter to the Principal or the Superintendent.

#### **Section 4 Relationships**

It is important for employees to maintain an effective working relationship with the administration and all co-workers. Employees are also to maintain appropriate relationships with students. Appropriate relationships are established by extending social courtesies, following through on commitments and promises, complying with administrative directives and Board policies, being honest and consistent, and not intruding into personal matters outside the scope of duties or gossiping or spreading rumors about others.

#### **Section 5 Civility**

All employees shall behave with civility, fairness and respect in dealing with fellow employees, students, parents, patrons, visitors, and anyone else having business with the District. Uncivil behaviors are prohibited. Employees may be subject to disciplinary action up to and including termination for engaging in uncivil behaviors.

Uncivil behaviors are any behaviors that are physically or verbally threatening, either overtly or implicitly, as well as behaviors that are coercive, intimidating, violent or harassing. Such interactions are prohibited in all forms of communication, including telephone conversations, voice mail messages, face-to-face conversations, written communications, and email messages.

Any employee aware of another employee's uncivil behavior shall report the conduct to the employee's immediate supervisor or to the Superintendent. There will be no retaliation against a person for making the report.

**Section 6 Notification of Arrest, etc.**

Employees must notify Superintendent by the next business day after:

1. Arrest or Criminal Charges. The employee is arrested, ticketed, or issued a criminal charge where:
  - a. The maximum penalty for the crime equals or exceeds six months incarceration;
  - b. The crime relates to abuse, neglect or endangerment of a minor, a minor was allegedly a victim or a witness, or the crime involves alleged sexual misconduct;
  - c. Conviction would impact performance of employee's job responsibilities, including offenses that:
    - i. Would impact the responsibility to be a role model for students or relations with other employees of the District;
    - ii. Would impact the employee's ability to operate a motor vehicle if the employee's work duties include driving; or
    - iii. Would impact the employee's Commercial Drivers License if the employee's job requires that the employee have a CDL.
  - d. The arrest or the alleged criminal activity occurred while the employee was on duty, on District property, or in a school owned or utilized vehicle, or at a school-supervised activity or school-sponsored function.

Employees must also promptly report to the Superintendent whenever the employee has been sentenced to be incarcerated for any period of time, even if the offense is not otherwise reportable.

2. Certificate or License. The employee becomes aware that a complaint has been filed against the employee that could affect a certificate or license required for the employee's position.
3. Child Abuse. The employee becomes aware that a report of child abuse or neglect has been made against the employee under the Child Protection Act.

Further, employees must give full disclosure of any Child Protection Act investigation that resulted in an "inconclusive" determination that

occurred at any time. Current employees must give such disclosure within ten days following receipt of this handbook.

Employees must give full disclosure of the existence and nature of the above proceedings and must also promptly notify the Superintendent of the disposition of the proceedings.

Legal documents relating to the proceedings shall be treated and maintained as part of the employee's confidential criminal background file.

Failure to notify as required under this policy may subject the employee to disciplinary action, up to and including termination.

### **Section 7 Evaluations**

Evaluations of employees will be conducted in accordance with the District's evaluation policy. Supervisors reserve the right to observe, appraise or evaluate employees more frequently than required by policy on an as-needed basis. Employees are expected to make themselves available for evaluation on request, to participate constructively and positively in the evaluation process, and to accept and implement constructive suggestions and improvement strategies developed by the administration.

### **Section 8 Employee Complaints or Concerns**

Employees are to inform their supervisor or the Superintendent of any complaints or concerns about the operations of the District using the established chain of command (immediate supervisor, next higher level supervisor, etc.) on all matters that require administrative attention; that is, on all matters or issues that their job responsibilities require them to report to a supervisor.

It is important to the efficient and successful operation of the District and a duty of all employees to share any such complaints or concerns in a responsible, professional manner such as to: (1) not disrupt the proper functioning of their duties, (2) not undermine the authority of their co-workers, supervisors, or superiors, (3) maintain close working relationships with their co-workers, supervisors, and superiors, and (4) ensure that all applicable laws and regulations are followed. All official communications from employees must be accurate, demonstrate sound judgment, and promote the District's mission. Employees must ensure that all applicable laws and regulations are followed by the District and its employees. In the event an employee becomes aware of any such non-compliance, the employee is to report such to the employee's immediate supervisor (or the next higher level, if the supervisor is responsible for the problem) and maintain the confidentiality of the report so that the problem can be appropriately corrected in the best interests of the District.

Employees are to use the appropriate complaint or grievance mechanism for matters involving discrimination or harassment or other established mechanism specific to the nature of the complaint or concern.

The District will not tolerate unlawful retaliation against an employee for engaging in legally protected activity. A protected activity includes an employee's act of opposing an unlawful practice prohibited by employment discrimination or other laws that protect the

conduct in question. Any act of unlawful retaliation by a supervisor or other employee may result in serious disciplinary action up to and including termination. Any employee may file a complaint with the Superintendent or appropriate Coordinator if the employee feels that they have experienced unlawful retaliation in any form.

### **Section 9 Attire**

It is important for employees to project a professional image to students, parents and co-workers. Appropriate attire and grooming is one of the means of projecting a professional image. Employees are expected to maintain conservative and professional attire and grooming when on duty. As a minimal guide, employees should not wear clothing which students would not be permitted to wear at school. The administration may establish more detailed guidelines for individual employees should that be necessary.

### **Section 10 Outside Employment**

Employees shall not perform duties unrelated to District employment during duty hours. In addition, employees shall not engage in employment which conflicts with their school duties. Employees are not required to notify the District of outside employment except: (1) employees who are also employed by another Nebraska school district in order to comply with Nebraska State Retirement System regulations and (2) employees who have a work-related injury in order to comply with workers' compensation requirements.

## **Article 6 – USE OF SCHOOL FACILITIES AND EQUIPMENT**

### **Section 1 Drug-Free Workplace**

The District has established the school as a drug-free workplace. The drug-free workplace for this purpose includes school grounds, school utilized vehicles, and places in which school activities are held.

The unlawful manufacture, distribution, disposition, possession, or use of a controlled substance is prohibited in the workplace. The possession, use or distribution of illicit drugs or alcohol, the use of glue or aerosol paint or any other chemical substance for inhalation, and being under the influence of illicit drugs, alcohol, or inhalants, is prohibited in any place while employees are on duty time. Any level of impairment from illicit drugs, alcohol, or inhalants, and the presence of any odor of illicit drugs (such as marijuana) or alcohol on an employee in the workplace or on duty time shall be a violation of the drug-free workplace. The possession or distribution of a look-alike drug or look-alike controlled substance is prohibited. In addition, employees are expected to serve as role models for students and will be considered to have violated the District's expectations in the event the employee commits a criminal drug or alcohol offense off the workplace or off duty time.

As a condition of employment employees will abide by the District's drug-free workplace policies and notify the Superintendent of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction. Disciplinary sanctions up to and including termination of employment and referral for prosecution will be imposed for violations of the District's drug-free workplace policies. Sanctions may include the requirement that the employee complete an appropriate

rehabilitation program, a reprimand, and termination of employment. Drug and alcohol counseling and rehabilitation and reentry programs are available through local health agencies.

## **Section 2 Smoke and Tobacco-Free Workplace**

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

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

## **Section 3 Weapon-Free Workplace**

The District prohibits any person from being in possession of a weapon at a school attendance facility, on school property, at a school-supervised activity, or at a school-sponsored function. Any employee found to be in violation of this policy shall be subject to disciplinary action, up to and including termination.

The term “weapon” means an instrument or object used, or which may be used, as a means of attack, defense, or destruction, including, without limitation:

1. Any object which will, or is designed to, or may readily be converted to, expel a projectile by the action of an explosive or other means;
2. The frame or receiver of any object described in the preceding example;
3. Any firearm muffler or silencer;
4. Any explosive, incendiary or gas (a) bomb, (b) grenade, (c) rocket, (d) missile, (e) mine, or similar device;
5. Any bludgeon, sandclub, metal knuckles, or throwing star;
6. Any knife other than as used for strictly instructional or personal care or eating purposes. A pocket knife with a blade of 2-1/2 inches or more is a prohibited weapon. A switch-blade knife is prohibited regardless of size of the blade. A switch-blade knife is defined as a knife with a blade that opens automatically by hand pressure applied to a button, spring, or other device in the handle of a knife, or any knife having a blade that opens or falls or is ejected into position by the force of gravity or by an outward, downward, or centrifugal thrust or movement;
7. Any electronic device designed to discharge immobilizing levels of electricity, commonly known as a stun gun;
8. An employee may possess mace or other similar chemical agents in quantity and/or concentration typically designed for individual personal defensive purposes and shall not be considered as possession of a weapon. Possession of larger quantities and/or concentrations of mace or other

similar chemical agents than is typically designed for individual personal defensive purposes will be considered as possession of a weapon. Usage of mace or other similar chemical agents will be considered as usage of a weapon if the usage is found to be for non-defensive purposes. An employee who is negligent in their possession of mace or other similar chemical agents will be subject to disciplinary action;

9. An employee may possess an item which may be considered a weapon where such item is used for instructional purposes and the employee has received approval of the administration to possess the item, provided it is used in the manner approved and is maintained in such manner as the administration has directed; and
10. Any other object that is designed for or intended for use as a destructive or injurious device.

The phrase “possession of a weapon” includes, without limitation, a weapon in an employee's personal possession, as well as in an employee's motor vehicle, desk, locker, briefcase, backpack, or purse.

#### **Section 4 Use of District Computer Network and Internet**

Employees have access to the District's computer network and the Internet for the enhancement and support of student instruction and performance of their duties. Such access is subject to the following computer acceptable use policy:

1. Technology Subject to this Policy. This Computer Acceptable Use Policy applies to all technology resources as made available by the District. Technology resources include, without limitation, computers and related technology equipment, all forms of e-mail and electronic communications, and the internet.
2. Access and User Agreements. Use of the District's technology resources is a privilege and not a right. The Superintendent or designee may develop appropriate user agreements and require that employees sign such user agreements as a condition of access to the technology resources.

The technology resources are not a public forum. The District reserves the right to restrict any communications and to remove communications that have been posted.

3. Acceptable Uses. The technology resources are to be used for the limited purpose of advancing the District's mission. The technology resources are to be used, in general, for educational purposes, meaning activities that are integral, immediate, and proximate to the education of students as defined in the E-rate program regulations.
4. Unacceptable Uses. The following are unacceptable uses of the technology resources:

- a. Personal Gain: Technology resources shall not be used, and no person shall authorize its use, for personal financial gain other than in accordance with prescribed constitutional, statutory, and regulatory procedures, other than compensation provided by law.
- b. Personal Matters: Technology resources shall not be used, and no person shall authorize its use, for personal matters.

Incidental or de minimis personal use is not prohibited by this provision. This exception does not permit use by employees contrary to the expectations of their position. For example, employees may not play games or surf the net for purposes not directly related to their job during duty time.

The exception also does not permit use of the technology resources for private business, such as searching for or ordering items on the internet for personal use; or sending an e-mail related to one's own private consulting business.

- c. Campaigning: Technology resources shall not be used, and no person shall authorize its use, for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question.
- d. Technology-Related Limitations: Technology resources shall not be used in any manner which impairs its effective operations or the rights of other technology users. Without limitation,
  - 1. Users shall not use another person's name, log-on, password, or files for any reason, or allow another to use their password (except for authorized staff members).
  - 2. Users shall not erase, remake, or make unusable another person's computer, information, files, programs or disks.
  - 3. Users shall not access resources not specifically granted to the user or engage in electronic trespassing.
  - 4. Users shall not engage in "hacking" to gain unauthorized access to the operating system software or unauthorized access to the system of other users.
  - 5. Users shall not copy, change, or transfer any software without permission from the network administrators.
  - 6. Users shall not write, produce, generate, copy, propagate, or attempt to introduce any computer code designed to self-replicate, damage, or otherwise hinder the performance of any computer's memory, file system, or software. Such software is often called a bug, virus, worm, Trojan horse, or similar name.
  - 7. Users shall not engage in any form of vandalism of the technology resources.

8. Users shall follow the generally accepted rules of network etiquette. The Administrator or designees may further define such rules.
- e. Other Policies and Laws: Technology resources shall not be used for any purpose contrary to any District policy or any applicable law. Without limitation, this means that technology resources may not be used:
1. To access any material contrary to the District's Internet Safety Policy; or to create or generate any such material.
  2. To engage in unlawful harassment or discrimination, such as sending e-mails that contain sexual jokes or images.
  3. To engage in violations of employee ethical standards and employee standards of performance, such as sending e-mails that are threatening or offensive or which contain abusive language; use of end messages on e-mails that may imply that the District is supportive of a particular religion or religious belief system, a political candidate or issue, or a controversial issue; or sending e-mails that divulge protected confidential student information to unauthorized persons.
  4. To promote or tolerate violations of student conduct rules.
  5. To engage in illegal activity, such as gambling.
  6. In a manner contrary to copyright laws.
  7. In a manner contrary to software licenses.
5. Disclaimer. The technology resources are supplied on an "as is, as available" basis. The District does not imply or expressly warrant that any information accessed will be valuable or fit for a particular purpose or that the system will operate error free. The District is not responsible for the integrity of information accessed, or software downloaded from the Internet.
6. Filter. A technology protection measure is in place that blocks and/or filters access to prevent access to Internet sites that are not in accordance with policies and regulations. In addition to blocks and/or filters, the District may also use other technology protection measures or procedures as deemed appropriate.

Notwithstanding technology protection measures, some inappropriate material may be accessible by the Internet, including material that is illegal, defamatory, inaccurate, or potentially offensive to some people. Users accept the risk of access to such material and responsibility for promptly exiting any such material.

The technology protection measure that blocks and/or filters Internet access may be disabled only by an authorized staff member for bona fide

research or educational purposes: (a) who has successfully completed District training on proper disabling circumstances and procedures, (b) with permission of the immediate supervisor of the staff member requesting said disabling, or (c) with the permission of the Administrator. An authorized staff member may override the technology protection measure that blocks and/or filters Internet access for a minor to access a site for bona fide research or other lawful purposes provided the minor is monitored directly by an authorized staff member.

7. Monitoring. Use of the technology resources, including but not limited to internet sites visited and e-mail transmitted or received, is subject to monitoring by the administration and network administrators at any time to maintain the system and insure that users are using the system responsibly, without notice to the users. Users have no privacy rights or expectations of privacy with regard to use of the District's computers or Internet system.

Sanctions. Violation of the policies and procedures concerning the use of the District's technology resources may result in suspension or cancellation of the privilege to use the technology resources and disciplinary action, up to and including expulsion of students and termination of employees. Use that is unethical may be reported to the Commissioner of Education. Use that is unlawful may be reported to the law enforcement authorities. Users shall be responsible for damages caused and injuries sustained by improper or non-permitted use.

### **Section 5 Use of School Facilities**

An employee who is issued school keys is expected to not lose their keys and to not allow others to have access to or to use their keys. Employees are permitted to have access to school facilities during non-school time provided such access is for work-related purposes and the Principal or supervisor has given permission for such access. When employees leave the building, they are to close all windows, lock doors, turn off lights and make sure that the entry door is fully closed and locked. This is especially important when employees are using the school facilities prior to the beginning of the school year and during any weekend or evening usage.

Use of school supplies (paper, staples, etc.), school equipment (copiers, fax machines, telephones, etc.) and school postage is to be for approved school-related purposes only. Excess or surplus supplies or equipment, including items which have been placed in the trash, must not be removed for non-school use without approval from the Principal.

### **Section 6 Care of School Property**

Employees are responsible for the proper care of all books, equipment, supplies and furniture supplied by the school. If an item is in need of maintenance or repair, report it to the Principal. If you learn that a student has damaged school property or equipment, or if you are responsible for damage to school property, promptly report it to the Principal so the item may be replaced or repaired if possible and appropriate responsibility for the cost of replacement or repair may be determined.

### **Section 7 Use of Telephone**

Personal telephone calls shall not be made during duty time except in the event of an emergency. Long distance calls on school lines need to promptly log long distance calls and be responsible for any charges which are for personal use.

### **Section 8 Visitors**

Employees are not to have visitors while on duty other than as appropriate for the performance of their duties except on a short-term basis and only with permission of the Principal or supervisor. Included in the definition of visitors are family members of the employee. Employees are responsible for ensuring that their visitors follow procedures for being on District property, including checking in. Employees are not to bring their children to work with them in lieu of taking them to childcare.

### **Section 9 Salespersons**

Employees need not allow, and should not permit, any salesperson or representative or agent of any commercial enterprise or theatrical presentation to contact the employee while engaged in the employee's duties except for such times as may be designated by the Superintendent or designee.

Employees must not use classrooms, buildings or other school property for personal use or profit without specific approval from the Superintendent or designee. Employees must not use time for which the employee is on duty or paid by the District to engage in any activity for personal financial profit. Any violation of these restrictions will be considered to be willful insubordination.

### **Section 10 Security of Desks and Lockers**

Offices, employee desks, lockers, file cabinets and other such storage devices ("storage devices") are owned by the school and are to be properly cared for and maintained. Appropriate security measures should be used to protect school and personal property kept in storage devices from theft or vandalism and to protect confidential student records.

The District exercises exclusive control over school property and reserves the right to search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file. School-related documents or records must remain readily available to administration and other appropriate school staff. Any personal items an employee wants to have kept private should be kept in a separate personal storage device, such as a briefcase, purse or backpack.

The District is not responsible for any personal property employees may bring to school. Employees are cautioned not to bring large amounts of money or items of significant value to school.

### **Section 11 Video Surveillance**

The Board of Education has authorized the use of video cameras on District property to ensure the health, welfare and safety of all staff, students and visitors to District property, and to safeguard District facilities and equipment. Video cameras may be used in locations as deemed appropriate by the Superintendent.

Notice is hereby given that video surveillance may occur on District property. In the event a video surveillance recording captures a building user violating school policies or rules or local, state or federal laws, the video surveillance recording may be used in appropriate disciplinary proceedings against the building user and may also be provided to law enforcement agencies.

### **Section 12     Bulletins and Web Page**

Bulletin boards and electronic media (web page) and other communication devices are maintained for the purposes of conveying information about the District’s activities and programs and for educational purposes related to such activities and programs. The District’s communication devices are designated as non-public forums, meaning that the devices are not open for public use.

Information posted or displayed on the District’s communication devices may not include political advertising, communications promoting particular religious beliefs, controversial topics or positions not consistent with the mission of the District, or communications that promote activities not suitable for school-age children.

Any website links on the District’s web page that are permitted to be posted shall not be considered to be endorsed or sponsored by the District. The District makes no representations or warranties of any kind with regard to any such links.

### **Section 13     Copyright and Fair Use Policy**

It is the District’s policy to follow the federal copyright law. Employees are reminded that, when using school equipment and when performing school duties, they also must follow the federal copyright laws. The federal copyright law governs the reproduction of works of authorship. Copyrighted works are protected regardless of the medium in which they are created or reproduced; thus, copyright extends to digital works and works transformed into a digital format. Copyrighted works are not limited to those that bear a copyright notice.

The “fair use” doctrine allows limited reproduction of copyrighted works for educational and research purposes. The relevant portion of the copyright statute provides that the “fair use” of a copyrighted work, including reproduction “for purposes such as criticism, news reporting, teaching (including multiple copies for classroom use), scholarship, or research” is not an infringement of copyright. The law lists the following factors as the ones to be evaluated in determining whether a particular use of a copyrighted work is a permitted “fair use,” rather than an infringement of the copyright:

- the purpose and character of the use, including whether such use is of a commercial nature or is for nonprofit educational purposes;
- the nature of the copyrighted work;
- the amount and substantiality of the portion used in relation to the copyrighted

- work as a whole, and
- the effect of the use upon the potential market for or value of the copyrighted work.

Although all of these factors will be considered, the last factor is the most important in determining whether a particular use is “fair.” Employees should seek assistance from administration if there are any questions regarding what may be copied.

#### **Section 14 Lost and Found**

Employees who find lost articles are asked to take them to the office, where the articles can be claimed by the owner.

#### **Section 15 Safety**

##### Safety Program and Safety Committee

The District has established a Safety and Security Management Plan which includes safety and security plans and procedures, including plans and procedures to address emergency and crisis situations. Employees are expected to be familiar with and to comply with the Safety and Security Management Plan. The Plan may be obtained for review or copy from the Principal or the Superintendent.

The District also has a safety committee to address employee accidents, injuries and workplace conditions. A representative from each bargaining group plus representatives appointed by administration serve on the committee. If you have a desire to serve on the committee, you should contact the President of the teachers’ association. Employees can make suggestions and/or report concerns to the safety committee in the following ways: (1) contact the teachers’ association representative of the safety committee, (2) contact the President of the teachers’ association, or (3) contact the Safety Committee in care of the Superintendent.

##### Safety Practices

Guidelines for safe work practices for employees include the following:

1. Never stand on chairs, counters, tables, etc. Only use step stools, ladders and locking stools to stand, climb, etc., to reach high places, put things on bulletin boards, etc.
2. Always wear protective equipment (i.e., goggles, aprons, gloves, and ear protection).
3. Wipe up spills or report promptly to appropriate personnel. DO NOT assume someone else will do it.
4. Be aware of your surroundings. Pick up clutter, keep your work area or room clean and free of clutter, debris, etc.
5. Identify and report all hazards (i.e., broken equipment, broken or uneven floor surfaces, non-operating tools, windows, doors, etc.). Follow up if not repaired.
6. Do not use equipment if you are not familiar with it or operate machinery without proper training.
7. Do not carry heavy or bulky objects. Get a cart, dolly or assistance. Know how to properly lift.

8. Report any injuries or medical problems to your supervisor immediately and complete the employee accident report.
9. Wear seatbelts when in vehicles where provided.
10. Do not do repetitive tasks for long periods of time (i.e., keyboarding, dipping cookies, cutting out things, filing, typing, etc.). Take breaks, learn and do stretching exercises, etc. Every accident in the school building, on the school grounds, at practice sessions, or at any athletic event sponsored by the school must be reported immediately to the Principal.

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

#### Safe Driving

Employees who drive school vehicles or volunteer to use their personal automobile to transport students must have a valid driver's license and proof of insurance. Employees will be provided a Driver's Certification form to verify this information and to be given instruction on emergency evacuation and first aid.

Employees who drive school vehicles or transport students in their personal vehicles are responsible for following safe driving practices and are responsible for any injury or accident. Employees are to abide by all rules of the road and any applicable rules of the Nebraska Department of Education and the District relating to driving a motor vehicle. Seat belts and child restraint systems will be utilized by all occupants. When transporting students or using a school vehicle, employees are not to use cell phones or otherwise engage in distracted driving. This rule applies to the driver when the vehicle is in motion. The only exception would be in the case of emergencies.

#### Accidents

Every accident which results in a personal injury must be reported to the Principal or supervisor immediately. In the event the injury involves a student, the employee who is responsible for the supervision of the student is responsible for making the report. If the injury occurs in the presence of the employee, the employee is also responsible for making a report.

#### Workers Compensation

Employees are required to immediately report any work-related injury and/or work-related medical condition to their supervisor and complete all appropriate paperwork.

**Article 7 – STATE AND FEDERAL PROGRAMS**

**Section 1 Notice of Nondiscrimination**

Friend Public School does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment of employment, in its programs and activities. The Coordinators listed in Section 2 have been designated to handle inquiries regarding complaints, grievance procedures or the application of these policies of nondiscrimination.

Local complaint or grievance procedures are provided for by the District and set forth in this handbook. If an employee does not feel that a complaint of nondiscrimination has been satisfactorily resolved at the school level, the employee may file a complaint with the appropriate federal or state agency. Complaints are to be filed with the regional Department of Education, Office for Civil Rights where the complaint relates to Title IX (discrimination, harassment or lack of equity based on gender), Title VI (discrimination or harassment based on race, color, or national origin) or Section 504 (discrimination, harassment or failure to accommodate a disability). Complaints are to be filed with the regional U.S. Equal Employment Opportunity Commission (EEOC) if the complaint relates to Title VII (discrimination or harassment based on race, color, gender, national origin, or religion), the Americans with Disabilities Act (discrimination, harassment or failure to accommodate a disability), or the Age Discrimination in Employment Act (discrimination based on age). The contact information for the OCR and the EEOC in this regard are:

Office for Civil Rights (OCR)  
 One Petticoat Lane  
 1010 Walnut St. 3<sup>rd</sup> Floor, Suite 320  
 Kansas City, MO 64106  
 (816) 268-0550 (voice)  
 Fax (816) 268-0599  
 (800) 877-8339 (telecommunications device  
 for the deaf), or [ocr.kansascity@ed.gov](mailto:ocr.kansascity@ed.gov).

The U.S. Equal Employment  
 Opportunity Commission (EEOC)  
 Gateway Tower II  
 400 State Avenue, Suite 905  
 Kansas City, MO 66101  
 (800) 669-4000; TDD: (800) 669-6820

A publication provided by the federal government concerning rights of non-discrimination is attached as Appendix “C” to this handbook.

**Section 2 Designation of Coordinators**

Any person having inquiries concerning the District’s compliance with anti-discrimination laws or policies or other programs should contact or notify the following person(s) who are designated as the coordinator for such laws, policies or programs. The contact address for the coordinator is: Friend Public School, 501 Main Street, P.O. Box 67, Friend, Nebraska 68359; Phone: (402) 947-2781:

Law, Policy or Program	Issue or Concern	Coordinator
Title VI	Discrimination or harassment based on race, color, or national origin; harassment	Superintendent
Title IX	Discrimination or harassment based on sex; gender equity	Superintendent

Section 504 of the Rehabilitation Act and the Americans with Disability Act (ADA)	Discrimination, harassment or reasonable accommodations of persons with disabilities	Superintendent Special Services Director for student matters
Homeless student laws	Children who are homeless	Superintendent
Safe and Drug Free Schools and Communities	Safe and drug free schools	Superintendent

**Section 3 Anti-discrimination & Harassment Policy**

Policy of Non-Discrimination

The policy of Friend Public School is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission, access, or treatment with regard to its programs and activities or with regard to employment. The District and its staff shall comply with all applicable state and federal laws prohibiting discrimination.

Decisions with regard to employment, discharge, compensation, and terms and conditions of employment shall not be made based on sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status. There shall be no discrimination against an applicant or employee because of membership or activity in an employee organization or because of protected free speech activities.

Preventing Harassment and Discrimination

Friend Public School is committed to offering employment and educational opportunity to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, and other employees, students or other persons is prohibited. In addition, the District will endeavor to protect employees and students from reported discrimination or harassment by non-employees or others in the workplace and educational environment.

For purposes of this policy, discrimination or harassment based on a person’s sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, or other protected status is prohibited. The following are general definitions of what might constitute prohibited harassment:

1. In general, verbal or physical conduct relating to a person’s protected status constitutes harassment when the conduct unreasonably interferes with the person’s work performance or creates an intimidating work, instructional or educational environment.
2. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person’s age.
3. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom or educational environment. Sexual harassment may exist when:

- a. Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- b. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- c. The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom or educational environment.

Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, displays of foul or obscene printed or visual material, and physical contact, such as patting, pinching or brushing against another's body.

### Grievance Procedures

1. Employees should initially report all instances of discrimination or harassment to their immediate supervisor. However, if the employee is uncomfortable in presenting the problem to the supervisor, or if the supervisor is the problem, the employee is encouraged to go to the next level of supervision.
2. If the employee's complaint is not resolved to his or her satisfaction within five to ten working days, or if the discrimination or harassment continues, please report your complaint to the Superintendent. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.
3. The supervisor or the Superintendent will thoroughly investigate all complaints. These situations will be treated with the utmost confidence, consistent with resolution of the problem. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees or removal of offending students may be taken.
4. The person who makes the complaint shall not be threatened or retaliated against for alleging a violation of this anti-discrimination policy or for use of this grievance procedure.

### **Section 4 Grievance Procedure for Persons with a Disability**

The Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act address discrimination, harassment or failure to provide reasonable accommodations to persons with a disability. The following grievance procedure shall be used for resolution of complaints by employees of alleged violations of the ADA or Section 504:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth: (a) the name of the Complainant, (b) the address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant, (c) a brief description of the alleged violation, and (d) the relief requested by the Complainant.

3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within 30 days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have 10 days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within 10 days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within 10 days after the request for reconsideration was filed unless the Board or Committee of the Board is the reviewer, in which event the decision shall be made within 30 days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

### **Section 5 Confidentiality of Student Records (FERPA)**

The Family Educational Rights and Privacy Act (FERPA) gives parents and students over 18 years of age rights of access and confidentiality with respect to education records. Employees are expected to provide access rights and maintain the confidentiality of education records in accordance with FERPA and Board policy. Employees may have access to only those education records in which they have a legitimate educational interest, unless the parent has given written and dated consent for the access. An employee who violates this restriction shall be subject to disciplinary action up to and including termination. Further information about FERPA and the District's policies under FERPA are found in Board policy and in the student handbook.

### **Section 6 Disclosure of Student Information to Military Recruiters and Colleges**

Federal law requires the District to provide military recruiters and institutions of higher education access to secondary school students' names, addresses, and telephone listings. Parents and secondary students have the right to request that the school not provide this information (i.e., not provide the student's name, address, and telephone listing) to military recruiters or institutions of higher education, without their prior written consent. Employees are expected to follow these requirements.

### **Section 7 Breakfast and Lunch Programs**

The District participates in the National School Lunch Program. Employees are expected to keep information about the participation of students in the program confidential.

**Section 8      Confidentiality of Protected Health Information**

It is the policy of the District to develop and implement all necessary practices, policies, and procedures to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) where and to the extent applicable and to maintain the privacy of protected health information (PHI), as that term is defined by HIPAA, that it receives, obtains, or transmits for employees and students. The District designates the Superintendent as its HIPAA privacy officer. Student and employee records containing PHI shall be accessible only to those who require such information to carry out their duties.

## Model General Notice of COBRA Continuation Coverage Rights (For use by single-employer group health plans)

### **\*\* Continuation Coverage Rights Under COBRA\*\***

#### **Introduction**

You're getting this notice because you recently gained coverage under the Friend Public School health plan (the Plan). This notice has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the Plan. **This notice explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it.** When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Plan Administrator.

**You may have other options available to you when you lose group health coverage.** For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### **What is COBRA continuation coverage?**

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you're an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you're the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your spouse dies;
- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.

Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:

- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

### **When is COBRA continuation coverage available?**

The Plan will offer COBRA continuation coverage to qualified beneficiaries only after the Plan Administrator has been notified that a qualifying event has occurred. The employer must notify the Plan Administrator of the following qualifying events:

- The end of employment or reduction of hours of employment;
- Death of the employee;
- The employee's becoming entitled to Medicare benefits (under Part A, Part B, or both).

**For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs. You must provide this notice to the Plan Administrator.**

### **How is COBRA continuation coverage provided?**

Once the Plan Administrator receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage. Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage. There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

#### ***Disability extension of 18-month period of COBRA continuation coverage***

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Plan Administrator in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage. Contact the Plan Administrator.

#### ***Second qualifying event extension of 18-month period of continuation coverage***

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

## Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicare, Medicaid, [Children's Health Insurance Program \(CHIP\)](#), or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at [www.healthcare.gov](http://www.healthcare.gov).

## Can I enroll in Medicare instead of COBRA continuation coverage after my group health plan coverage ends?

In general, if you don't enroll in Medicare Part A or B when you are first eligible because you are still employed, after the Medicare initial enrollment period, you have an 8-month special enrollment period<sup>1</sup> to sign up for Medicare Part A or B, beginning on the earlier of

- The month after your employment ends; or
- The month after group health plan coverage based on current employment ends.

If you don't enroll in Medicare and elect COBRA continuation coverage instead, you may have to pay a Part B late enrollment penalty and you may have a gap in coverage if you decide you want Part B later. If you elect COBRA continuation coverage and later enroll in Medicare Part A or B before the COBRA continuation coverage ends, the Plan may terminate your continuation coverage. However, if Medicare Part A or B is effective on or before the date of the COBRA election, COBRA coverage may not be discontinued on account of Medicare entitlement, even if you enroll in the other part of Medicare after the date of the election of COBRA coverage.

If you are enrolled in both COBRA continuation coverage and Medicare, Medicare will generally pay first (primary payer) and COBRA continuation coverage will pay second. Certain plans may pay as if secondary to Medicare, even if you are not enrolled in Medicare.

For more information visit <https://www.medicare.gov/medicare-and-you>.

## If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the contact or contacts identified below. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit [www.dol.gov/ebsa](http://www.dol.gov/ebsa). (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit [www.HealthCare.gov](http://www.HealthCare.gov).

## Keep your Plan informed of address changes

To protect your family's rights, let the Plan Administrator know about any changes in the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

## Plan contact information

Please check with Blue Cross Blue Shield of Nebraska before going on COBRA.

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<sup>1</sup> <https://www.medicare.gov/sign-up-change-plans/how-do-i-get-parts-a-b/part-a-part-b-sign-up-periods>.

# Equal Employment Opportunity is **THE LAW**

## **Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations**

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

### **DISABILITY**

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship.

### **AGE**

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

### **SEX (WAGES)**

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in the payment of wages to women and men performing substantially equal work, in jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

### **GENETICS**

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

### **RETALIATION**

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

### **WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED**

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at [www.eeoc.gov](http://www.eeoc.gov) or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at [www.eeoc.gov](http://www.eeoc.gov).

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## **Employers Holding Federal Contracts or Subcontracts**

Applicants to and employees of companies with a Federal government contract or subcontract are protected under Federal law from discrimination on the following bases:

### **RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN**

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### **INDIVIDUALS WITH DISABILITIES**

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### **DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS**

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

### **RETALIATION**

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at [OFCCP-Public@dol.gov](mailto:OFCCP-Public@dol.gov), or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

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## **Programs or Activities Receiving Federal Financial Assistance**

### **RACE, COLOR, NATIONAL ORIGIN, SEX**

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### **INDIVIDUALS WITH DISABILITIES**

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

# EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

## LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

## BENEFITS & PROTECTIONS

## ELIGIBILITY REQUIREMENTS

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;\* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

\*Special "hours of service" requirements apply to airline flight crew employees.

## REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

## EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

## ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

**1-866-4-USWAGE**

(1-866-487-9243) TTY: 1-877-889-5627

**www.dol.gov/whd**

U.S. Department of Labor | Wage and Hour Division



WH1420 REV 04/16

# EMPLOYEE RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

## FEDERAL MINIMUM WAGE

# \$7.25 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

**OVERTIME PAY** At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of "tipped employees" who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee's tips combined with the employer's cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

**NURSING MOTHERS** The FLSA requires employers to provide reasonable break time for a nursing mother employee who is subject to the FLSA's overtime requirements in order for the employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express breast milk. Employers are also required to provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

**ENFORCEMENT** The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA's child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

### ADDITIONAL INFORMATION

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as "independent contractors" when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA's minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



WH1088 REV 07/10

Friend Public School  
Overtime Form

Request for Overtime Authorization

This form must be completed before overtime occurs and signed by the Superintendent before any overtime assignment will be made.

Name \_\_\_\_\_ SS# \_\_\_\_\_

Date Overtime Will Occur: \_\_\_\_\_

Reason(s) for Overtime: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Superintendent Signature

\_\_\_\_\_  
Date

This form must accompany any time sheet for overtime payment. If an emergency exists, this form can be signed after the fact.

**AUGUST**

S	M	T	W	T	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			

**SEPTEMBER**

S	M	T	W	T	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	

**OCTOBER**

S	M	T	W	T	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					

**NOVEMBER**

S	M	T	W	T	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			

**DECEMBER**

S	M	T	W	T	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

Qtr.	Ends	Teacher Days Scheduled
1	10/14	45
2	12/21	46
3	3/10	46
4	5/24	48
	Total	185

**August**

- 2 Flex day – Aug 1-12
- 15 PD/Teacher Workday
- 16 First Day of School – 2:00 out

**September**

- 5 NO SCHOOL – Labor Day
- 6 Teacher Cohort Day

**October**

- 5 PT Conferences – 12:30 out
- 7 NO SCHOOL – Fall Break

**November**

No School Nov. 23-25

**December**

- 22 End Quarter 2
- Holiday Break Dec -Jan
- [NSAA Moratorium Dec 23-27](#)

**January**

- 4 Teacher Work Day
- 3 Teacher Cohort Day

**February**

- 22 PT Conferences – 12:30 out
- 24 No School

**March**

- No School 9-10
- 8 End Quarter 3
- 15 Conference Quiz Bowl

**April**

No School 7 & 10

**May**

- 13 Graduation
- 18 Last Day of School-12:30 out
- 19 Teacher Workday

**JANUARY**

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

**FEBRUARY**

S	M	T	W	T	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				

**MARCH**

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

**APRIL**

S	M	T	W	T	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/ 30	24	25	26	27	28	29

**MAY**

S	M	T	W	T	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			

Teacher Workday/No Students
No School Break Days
Flex Day
Dismiss 12:30
Dismiss 2:00

**RECEIPT OF 2021-2022 CLASSIFIED EMPLOYEE HANDBOOK OF  
FRIEND PUBLIC SCHOOL**

This signed receipt acknowledges receipt of the Classified Employee Handbook of Friend Public School. This receipt acknowledges that I understand that I am to read and be familiar with the handbook, that I understand the handbook contains a disclaimer of contract, that I understand that the handbook includes the District's policies of non-discrimination and equity, and that specific complaint and grievance procedures exist in the handbook which should be used for responding to harassment or discrimination.

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

\_\_\_\_\_  
Employee's Signature

Return to the Principal's Office

**Friend Public School**  
**School Nutrition Program**  
**July 1, 2022**

The past two school years have been out of the ordinary for our lunch program. All meals to all students have been free of charge. And the per-meal reimbursement from the State has been very generous. This has provided a two-fold benefit of giving our families a break from school meal costs, and removed the need to supplement our Nutrition program with General Funds. We also received a \$8,893 Supply Chain Assistance Grant this spring. The Nutrition bank account currently has \$32,000 on deposit. Normally we would have little to no money to carryover to the new school year.

We have been notified by NDE Nutrition Services that the special pandemic Free Meals program will NOT continue for the upcoming 2022-23 school year. We do, however, have more flexibility on setting our prices.

**Normally**, the National School Lunch Program requires that all schools ensure sufficient funds are provided to the Nutrition Fund for meals served to those students NOT eligible for free or reduced meals. Funding can be made in two ways: by meal prices paid by full-price students, or by contributing non-Federal sourced General Funds to the Nutrition Fund. We did an annual review of our paid lunch revenue to see how close we are to the Paid Lunch Equity Requirement (PLE). Since our average paid price (21-22: \$2.90) is lower than the targeted weighted price established by the USDA (\$3.25), we would have been considered noncompliant, and would have to either raise student lunch prices, contribute from the General Fund, or some combination of the two. **However**, we are exempt from this requirement this year, but NDE is urging schools to carefully review their budgets before adjusting prices up or down. Much lower State reimbursement, possible lower participation, and rising food costs will all impact the Nutrition budget in a negative way.

Adult prices should be at the NDE recommended minimum prices.

Our milk distributor (Dean Dairy) is no longer delivering to small schools, so we contracted with Hiland Dairy to replace them. Hiland's milk quote was quite a bit higher than Dean's last year, so the price of individual milk will need to increase from 35 cents to 40 cents. We will also need to purchase a milk cooler(s), as Dean Dairy owned the ones we previously had in the commons area.

I propose increasing student meals by ten cents for the 2022-23 school year:

### Friend Public School - Nutrition Program

2022-23 Prices	Breakfast	Lunch
Elementary	\$ 1.95 (1.85)	\$ 2.90 (2.80)
Secondary	\$ 1.95 (1.85)	\$ 3.15 (3.05)
Adult	\$ NDE min	\$ NDE Min
Reduced (all)	\$ 0.30	\$ 0.40
Extra Entrée		\$ 1.25 (1.00)
Extra Milk		\$ 0.40 (.35)

- Last year's prices are in parenthesis

All meals to students were Free of Charge, but we still track how many were served to each category of Student (Full pay, Free or Reduced). We served 23,188 lunches to full-price-coded students, 4,852 to free-coded students, and 3,844 to reduced-coded students. Breakfasts were served to students as follows: 4,580 full-price-coded students, 2,064 free-coded students, and 1,745 reduced-coded students.

The minimum prices that have to be charged to Adults have not yet been published by NDE.