

Fremont Board of Education  
Board of Education Regular Meeting  
Board Room  
130 E 9th St  
Main St Education & Administration Center  
Fremont, NE 68025  
Monday, June 9, 2025 6:30 PM

## **AGENDA SUMMARY**

### **1. CALL TO ORDER AND ROLL CALL**

INDIVIDUALS WISHING TO ADDRESS THE BOARD WILL BE RECOGNIZED TO SPEAK AT THE BOARD TABLE. WHEN RECOGNIZED BY THE CHAIR, PLEASE STATE YOUR NAME BEFORE PROCEEDING WITH YOUR COMMENTS. A MAXIMUM TIME LIMIT OF 5 MINUTES WILL BE ALLOWED FOR EACH AUDIENCE UNLESS AN EXCEPTION IS GRANTED BY THE CHAIR.

#### 1.1. Open Meetings Act

A copy of the Open Meetings Act is posted in the Board Room. The Board may meet in Closed Session to consider issues including, but not limited to 1) strategy sessions with respect to collective bargaining, real estate purchases, or litigation; 2) discussion regarding deployment of security personnel or devices; 3) investigative proceedings regarding allegations or misconduct; or 4) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person or persons. The vote to hold a Closed Session shall be taken in open session and the subject matter and reason for the session shall be included in the motion. The motion and the vote of each member of the Board and the time when the session commenced and concluded shall be recorded in the minutes. If the motion passes, the President will restate on the record the limitation of the subject matter of the Closed Session.

### **2. CONSENT SECTION**

All matters listed under the Consent Section are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be considered at the end of the Consent Section.

Motion to approve the consent section as presented passed with a motion by Board Member #1 and a second by Board Member #2.

#### 2.1. Legality of Meeting

Approve that all legal requirements have been met as to advance notice of this meeting to both individual Board Members and to the public.

## 2.2. Approval of Agenda

Approval of the agenda as published/revised. Note that items can be removed or amended from the published agenda at this time but additions can be made only through an emergency resolution.

## 2.3. Minutes from Previous Meeting(s)

### 2.4. Policy & Board Reports

2.4.1. Option Enrollment

2.4.2. Student Enrollment

### 2.5. Personnel Reports

2.5.1. Certified / Classified Monthly Personnel Report

### 2.6. Business Reports

2.6.1. Bill Listing

2.6.2. Fund Reports

## 2.7. Surplus/Salvage Items

- Fremont Middle School
- Johnson Crossing Academic Center
- Grant Elementary
- Linden Elementary
- Washington Elementary

## 3. REPORT ITEMS

3.1. FEA

- 3.2. Review Board Policy 5008/51A Compulsory Attendance and Excessive Absence
- 3.3. Review Board Policy 5101/52B/52B.1d Student Code of Conduct
- 3.4. Review Board Policy 5415/53C.1a Student Harassment (Bullying)
- 3.5. Review Board Policy 66F.5e, Automated External Defibrillator AEDs

Guidelines are to be discussed and/or reviewed annually and reported to the Board of Education by the Superintendent of Schools.

#### **4. ACTION ITEMS**

##### **4.1. Board Items**

###### **4.1.1. Policy Hearing, Parent Engagement Policy 12A**

State statute requires that the board hold a public hearing on this policy to discuss, consider, and receive input, and then either alter and adopt the revised policy or reaffirm the policy as written.

Motion to open hearing on the Parent Engagement Policy passed with a motion by Board Member #1 and a second by Board Member #2.

Motion to close hearing on the Parent Engagement Policy passed with a motion by Board Member #1 and a second by Board Member #2.

###### **4.1.2. Policy Hearing - Student Fees 53C.4**

Statutes require that there be a public hearing each year concerning the revenues under student fees and any policy revisions. The President will call for a motion to open the hearing on Student Fees. We will present any appropriate information and obtain any public comment after which the President will close the hearing.

Motion to open the hearing on the Student Fee Policy passed with a motion by Board Member #1 and a second by Board Member #2.

Motion to close the hearing on the Student Fee Policy passed with a motion by Board Member #1 and a second by Board Member #2.

###### **4.1.3. Policy Hearing - Proposed Board Policy 6400 Parental/Community Involvement in Schools**

State statute requires that the board hold a public hearing on this policy to discuss, consider, and receive input, and then either alter and adopt the revised policy or adopt the policy as written.

Motion to open the hearing on the Parental/Community Involvement Policy passed with a motion by Board Member #1 and a second by Board Member #2.

Motion to close the hearing on the Parental/Community Involvement Policy passed with a motion by Board Member #1 and a second by Board Member #2.

#### 4.1.4. Policy Revisions

The Perry Law Firm is recommending the following policy revisions based on recent legislation and case law.

Motion to approve the policy revisions and waive the second reading so updates can be included in student and staff handbooks passed with a motion by Board Member #1 and a second by Board Member #2.

#### 4.1.5. **Proposal from Facilities Committee to Name Competition Stadium - Dillon Stadium**

Per board policy 75E.1 the Board of Education shall have final authority and responsibility for the naming of district facilities. The Facilities Committee of the BOE has considered and is recommending naming the competition stadium located on the campus of Fremont High School Dillon Stadium.

See Attachment

Motion to approve naming the stadium at Fremont High School Dillon Stadium passed with a motion by Board Member #1 and a second by Board Member #2.

### 4.2. **Elementary/Secondary Items**

#### 4.2.1. FHS Foreign Exchange Students 2025-2026

See attached letter

Motion to approve one FHS Foreign Exchange student for the 2025-2026 school year passed with a motion by Board Member #1 and a second by Board Member #2.

#### 4.2.2. Fremont High School Cooperative Agreements

One new and seven renewal cooperative agreements for the 2025-2026 and 2026-2027 school years.

See attached letter

Motion to approve FHS cooperative agreements with Archbishop Bergan, Arlington High School and Logan View High School passed with a motion by Board Member #1 and a second by Board Member #2.

### **4.3. Curriculum and Instruction Items**

#### **4.3.1. Securly Filter & Classroom Renewal Request**

Securly Filter has been used since the 2018-2019 school year to provide internet filtering on Chromebooks. It allows filtering wherever the Chromebook is used: at school or at home, or wherever. Securly Classroom was added in 2021 as a part of our move to a 1-to-1 Chromebook implementation. Securly Classroom provides our teachers with the resources and tools to block specific, often distracting, websites during class time, send specific websites to students, and lock students into class websites during a lesson.

The current Securly Anywhere Filter and Classroom subscriptions expire in June. Securly Anywhere Filter is part of the ESUCC coop purchasing program providing preferred pricing to Nebraska schools. We have renewed Securly Anywhere Filter at 5,000 licenses, \$2.23 each for a total estimated cost of \$11,150.00 for the 2025-2026 school year. The Securly Classroom subscription, with an initial price of \$4.48 per license, 5,020 licenses is \$22,489.60. If 10,000 or more licenses are purchased through the ESUCC then the price per license will be \$3.30 per license or \$16,566.00. Final cost will be determined by the actual quantity of licenses and renewals ESUCC receives and whether it meets the quantity discount levels.

It is the recommendation of the Administration to approve the purchase of Securly Anywhere Filter and Classroom at a not to exceed price of \$33,639.60. The source of funds for this purchase is the General Fund.

The Board, by approving these contracts is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate,

and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Technology, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve renewal of Securly Anywhere Filter and Classroom for a not to exceed price of \$33,639.60 passed with a motion by Board Member #1 and a second by Board Member #2.

#### 4.3.2. Skill Struck Computer Science & Technology Curriculum Purchase

Fremont Public Schools has been implementing the Skill Struck web-based curriculum for our implementation of The Computer Science and Technology Act legislation of 2022 course requirements at our secondary levels and would like to continue to do so. FPS Courses include, but are not limited to: Integrated Technology, Introduction to Computer Science 1 & 2, and Foundations of Computing as well as additional digital citizenship instruction opportunities. The administration requests your consideration to purchase the Skill Struck Curriculum site licenses for the 2025-2026 school year for Johnson Crossing, Fremont Middle School and Fremont High School at a total cost of \$19,200.00 funded through the General Fund, Teaching & Learning Curriculum budget.

Motion to approve the purchase of Skill Struck Curriculum licenses for the 2025-2026 school year for JCAC, FMS and FHS for a total cost of \$19,200.00 passed with a motion by Board Member #1 and a second by Board Member #2.

#### 4.4. Personnel Items

#### 4.5. **Business/Facility Items**

##### 4.5.1. Authorization of Assurances

Each year the Board of Education needs to authorize a representative of the District to sign State and Federal Grant Assurances. Approval of the Superintendent as the authorized representative to sign State and Federal Grant Assurances is requested for the 2025-2026 school year.

Motion to approve incoming Superintendent Brad Dahl as authorized representative to sign State and Federal Grant Assurances passed with a motion by Board Member #1 and a second by Board Member #2.

##### 4.5.2. Chromebook Cart Purchase

Purchase of 55 Chromebook carts from Amazon Business for a not to exceed price of \$18,294.65.

See attached letter

Motion to approve the purchase of 55 Chromebook cars from Amazon Business for a not to exceed price of \$18,294.65 passed with a motion by Board Member #1 and a second by Board Member #2.

## 5. CLOSED SESSION

Fremont Public Schools Board of Education is authorized by state statute to hold closed sessions. Closed sessions may be held when clearly necessary for the protection of the public interest or for the prevention of needless injury to the reputation of an individual. Reasons that meet this standard include but are not limited to: (a) strategy sessions with respect to collective bargaining, real estate matters, pending litigation, or litigation which is imminent as evidenced by communication of a claim or threat of litigation to or by the public body; (b) discussion regarding deployment of security personnel or devices; (c) investigative proceedings regarding allegations of criminal misconduct; (d) evaluation of the job performance of a person when necessary to prevent needless injury to the reputation of a person and if such person has not requested a public meeting; and (e) legal advice. Motion to go into Closed Session passed with a motion by Board Member #1 and a second by Board Member #2.

## 6. ADJOURNMENT

Motion to adjourn passed with a motion by Board Member #1 and a second by Board Member #2.

Posted Locations:

- Fremont Tribune  
Posted Date: 5/3/25
- Dodge County Courthouse
- City of Fremont Municipal Building
- Main Street Education and Administration Center  
Posted Date: 5/7/25

**Board of Education Regular Meeting**  
**Monday, May 12, 2025 6:30 PM**  
**Board Room**  
**130 E 9th St**  
**Main St Education & Administration Center**  
**Fremont, NE 68025**  
**Attendance Taken at 6:30 PM.**

Todd Hansen: Present  
Jon Ludvigsen: Present  
Pam Murphy: Present  
Mike Petersen: Present  
Sandi Proskovec: Present  
Terry Sorensen: Present

**1. CALL TO ORDER AND ROLL CALL**

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**2. CONSENT SECTION**

All matters listed under the Consent Section are considered to be routine and will be enacted by

one motion. There will be no separate discussion of these items. If discussion is desired, the item(s) will be considered at the end of the Consent Section.

Motion to approve the consent section as presented passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi

Proskovec: Yea, Terry Sorensen: Yea

Yea: 6, Nay: 0

### **2.1. Legality of Meeting**

Approve that all legal requirements have been met as to advance notice of this meeting to both individual Board Members and to the public.

### **2.2. Approval of Agenda**

Approval of the agenda as published/revised. Note that items can be removed or amended from the published agenda at this time but additions can be made only through an emergency resolution.

### **2.3. [Minutes from Previous Meeting](#)**

### **2.4. Policy & Board Reports**

#### **2.4.1. [Option Enrollment](#)**

#### **2.4.2. [Student Enrollment](#)**

### **2.5. Personnel Reports**

#### **2.5.1. [Certified / Classified Monthly Personnel Report](#)**

### **2.6. Business Reports**

#### **2.6.1. [Bill Listing](#)**

#### **2.6.2. [Fund Reports](#)**

### **2.7. Surplus/Salvage Items**

- [Fremont Middle School](#)
- [Linden Elementary](#)

## **3. REPORT ITEMS**

### **3.1. FEA**

FEA President, Keith Cunnings noted the end of the school year is approaching and had teachers in the audience introduce themselves.

### **3.2. [FHS Stadium Project Update](#)**

Roger Slosson and Devan Collins presented an update on the FHS Stadium Project.

### **3.3. FHS SkillsUSA State Update**

Jason Novotny, Brad Ryun and Rob Hocking presented an update on the FHS SkillsUSA State results and house move.

## **4. ACTION ITEMS**

### **4.1. Board Items**

### **4.2. Elementary/Secondary Items**

#### **4.2.1. Out of State Travel Request - SkillsUSA**

See attached letter

Six Fremont High School students will be competing at the SkillsUSA National Leadership and Skills Conference in Atlanta, GA from June 23-28, 2025.

Motion to approve FHS SkillsUSA out of state travel request to Atlanta, GA, June 23-28, 2025 passed with a motion by Pam Murphy and a second by Todd Hansen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi

Proskovec: Yea, Terry Sorensen: Yea

Yea: 6, Nay: 0

### **4.3. Curriculum and Instruction Items**

### **4.4. Personnel Items**

### **4.5. Business/Facility Items**

#### **4.5.1. Davenport Carpet Replacement**

This fall the Pathfinder special education program will move to Davenport Elementary School. Five rooms are in need of carpet replacement. Pricing was provided from Floor Inc. of Omaha and Abe Krasne Home Furnishings of Fremont. Krasne's provided the low price of \$15,500.00 for the project.

It is the recommendation of the administration to approve the not to exceed price of \$15,500.00 from Abe Krasne Home Furnishings of Fremont and enter into a contract for the replacement and installation of carpeting at Davenport Elementary School to accommodate the move of the Pathfinder special education program. The source of funds will be the General Fund/Special Building Fund.

The Board, by approving this contract with Abe Krasne Home Furnishings is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a

designee from time to time as its program administrator under this agreement.

Motion to approve the not to exceed price of \$15,500.00 from Abe Krasne Home Furnishings of Fremont for the replacement and installation of carpeting at Davenport Elementary School as presented passed with a motion by Terry Sorensen and a second by Jon Ludvigsen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea  
Yea: 6, Nay: 0

#### **4.5.2. Concrete Replacement - Pricing**

Each year the facilities department works with local contractors to solicit pricing for concrete tear out and replacement. An RFP was sent out to three (3) local contractors and pricing was received from C-R Menn Concrete, G&G Concrete and Sawyer Construction. The quote provided by C-R Menn Concrete was \$39,112.00 for the project which is below the pre-RFP estimate.

It is the recommendation of the administration to approve the price of \$39,112.00 provided by C-R Menn Concrete of Fremont and enter into a contract for the demolition, haul-off and installation of concrete at designated sites throughout the District as outlined in the RFP. The source of funds will be the General Fund/Special Building Fund.

The Board, by approving this contract with C-R Menn is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve the proposal provided by C-R Menn Concrete for the demolition, haul-off and installation of concrete at designated sites throughout the District at a not to exceed price of \$39,112.00 passed with a motion by Todd Hansen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea  
Yea: 6, Nay: 0

#### **4.5.3. Asphalt Crack Fill and Sealing - Pricing**

Each year the facilities department works with area contractors to solicit pricing for asphalt crack filling and sealcoating. An RFP was sent out and pricing was received from 2 contractors. The low quote provided by Parking Lot Maintenance was \$56,902.00 for the project.

It is the recommendation of the administration to approve the price of \$56,902.00 provided by Parking Lot Maintenance of Omaha and enter into a contract for asphalt crack filling and sealcoating at designated sites throughout the District as outlined in the RFP. The source of funds will be the General Fund/Special Building Fund.

The Board, by approving this contract with Parking Lot Maintenance is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve the proposal provided by Parking Lot Maintenance of Omaha and enter into a contract for asphalt crack filling and sealcoating at designated sites throughout the District at a not to exceed price of \$56,902.00 passed with a motion by Jon Ludvigsen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea  
Yea: 6, Nay: 0

#### **4.5.4. Underground Storage Tank Remediation - Quote**

Over the past several years as the District transitioned from hot water and steam boilers to heat pumps and ground source geothermal systems the need for underground storage fuel oil tanks has been eliminated. The State Fire Marshall has ordered the remediation of the District's last two fuel oil tanks. They are located at Main Street and Fremont High School. Specifications were drafted, approved and pricing submitted for the remediation of the tanks from B2 Environmental. B2 is on the State Fire Marshall's approved contractor list. The price for closure in place is \$18,450 for the FHS tank and removal, discard and backfill for the Main Street tanks \$18,950.

It is the recommendation of the administration to approve the price of \$37,400.00 from B2 Environment for the remediation of the fuel oil tanks at Main Street and FHS as specified. The source of funds will be the General Fund/Special Building Fund.

The Board, by approving this contract with B2 Environment is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to

complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve the price of \$37,400.00 from B2 Environment and enter into a contract for the remediation of the fuel oil tanks at Main Street and FHS as presented passed with a motion by Terry Sorensen and a second by Pam Murphy.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi

Proskovec: Yea, Terry Sorensen: Yea

Yea: 6, Nay: 0

#### **4.5.5. FHS Maintenance Equipment**

As part of the IAQ project at the High School many hard surface floors were replaced with carpet. In order to maintain the carpet the purchase of additional cleaning equipment is necessary. Pricing was provided by Egan Supply of Omaha utilizing government pricing for a Minuteman X Ride 28 self propelled carpet extraction machine at a not to exceed price of \$24,286.67.

It is the recommendation of the administration to approve the purchase of a Minuteman X Ride 28 self propelled carpet extraction machine at a not to exceed price of \$24,286.67 from Egan Supply of Omaha utilizing government purchase pricing. The source of funds will be the General Fund.

The Board, by approving this contract with Egan Supply is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve the purchase of a self propelled carpet extraction machine at a not to exceed price of \$24,286.67 from Egan Supply as presented passed with a motion by Jon Ludvigsen and a second by Terry Sorensen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi

Proskovec: Yea, Terry Sorensen: Yea

Yea: 6, Nay: 0

#### **4.5.6. Forklift Purchase**

This year in partnership with Metropolitan Community College FHS students have had the

opportunity to earn micro-credential certification as forklift (truck operators). In order to accommodate the program and have a forklift available at the CTE Center the purchase of a forklift is necessary.

It is the recommendation of the administration to approve the purchase of a model S25 - Triple Clark forklift at a not to exceed price of \$31,900.00 from Forklifts of Omaha utilizing State purchase pricing. The source of funds will be the Carl Perkins federal grant (\$13,300.00) and the FPS Foundation CTE Funds (\$18,600.00).

The Board, by approving this contract with Forklifts of Omaha is approving the contract documents, and all associated documents related thereto according to the terms and conditions as on file with district records or such other or additional terms and provisions as negotiated and approved by the Associate Superintendent or a designee, and the Board is hereby delegating to and authorizing the Associate Superintendent or a designee to sign, execute, and deliver the contract documents and all such related documents, make all contract payments, and to take or cause to be taken any and all other action and sign any other documents as may be necessary to complete the transaction, and to administer, operate, and/or implement the contract and all associated documents related thereto on a day-to-day basis during this project as contemplated thereby, for and on behalf of this school district, and hereby designates the Director of Operations, or another person as selected by the Associate Superintendent or a designee from time to time as its program administrator under this agreement.

Motion to approve the purchase of a model S25 - Triple Clark forklift at a not to exceed price of \$31,900.00 from Forklifts of Omaha as presented passed with a motion by Pam Murphy and a second by Jon Ludvigsen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea  
Yea: 6, Nay: 0

## **5. CLOSED SESSION**

## **6. ADJOURNMENT**

Motion to adjourn passed with a motion by Todd Hansen and a second by Mike Petersen.

Todd Hansen: Yea, Jon Ludvigsen: Yea, Pam Murphy: Yea, Mike Petersen: Yea, Sandi Proskovec: Yea, Terry Sorensen: Yea  
Yea: 6, Nay: 0

Time: 7:20 pm

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Board Secretary

**FREMONT PUBLIC SCHOOLS  
OPTION ENROLLMENT REPORT  
June 9, 2025**

**EXIT 2024-2025**

	<b><u>Grade</u></b>	<b><u>To</u></b>
Bishop, Abbigail	9	Cedar

Cedar accepted the beginning of May to finish the school year

Rinaker, Linley	6	Cedar
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Cedar accepted the beginning of May to finish the school year

**ENTER 2025-2026**

	<b><u>Grade</u></b>	<b><u>From</u></b>
Heitshusen, Greysen	9	Logan View
LaChapelle, Natalie	10	North Platte

**EXIT 2025-2026**

	<b><u>Grade</u></b>	<b><u>To</u></b>
Andreasen, Emit	K	Arlington
Clausen, Kate	9	Arlington
Jones, Madelynn	K	Arlington
Larsen, Antonia	4	Logan View
Maly, Kinslie	K	Arlington
Olney, Cameron	9	Arlington
Porras, Penelope	K	Arlington
Ranslem, Kira	6	Logan View
Rivera-Avila, Eliana	7	Arlington
Scarpino, Miya	11	Millard
Welsh, Aiyana	5	Arlington
Wynn, Stella	K	Wahoo

**Change of Status**

**DENIED**

Foster, Jessica  
Denied by Arlington to option from Fremont; program at capacity

Hunke, Isabella  
Denied by Arlington to option from Fremont; program at capacity

**GRADUATED 2025**

**From Fremont Public Schools**

<b><u>From Fremont Public Schools</u></b>	<b><u>Option From</u></b>
Carpenter, Sydney	Logan View
Fry, Aubrey	Arlington
Grothe, Kieryn	Arlington
Harsh, Connor	Omaha Public
Johns, Hannah	North Bend
Kennedy, Kaleb	North Bend
Magana-Axomulco, Ashley	DC West
Nunn, Jade	North Bend
Sorensen, Spencer	North Bend
Stinnette, Benjamin	Cedar Bluffs
Winterlin, Joseph	Logan View

**From Cedar Bluffs**

Bell, Jacob  
Brumbaugh, Everett  
Bubbert, Macey  
Headid, Elley  
Kavan, Jaiden  
Price, Mika  
Reade, Allison  
Samek, Elly  
Schmidt, Samuel  
Sukstorf, Summer  
Sweeney, Skyli

**From Logan View**

Booth, Kacee  
Hass, Lillian  
Kreikemeier, Trenton

**From Wahoo**

Nuss, Isabella

**From Elkhorn**

Furstenberg, Jack

Elementary–Julie Anderson; Elementary Office Associates; Middle School Counseling; High School Counseling; Student Services–Brad Dahl; Transportation–Jeff Rump; Athletic Director–Scott Anderson; Registrar–Lori Essen, Abdiel Jimenez; K-12 Principals

# FPS Human Resources Report

June 9, 2025

The following report is position centric. The 'Employee' column is the name of the current/previous employee in that position. The 'Effective Date' is the date in which the Action takes effect. The 'Replacement Status/New Hire' column is the newly hired employee who will fill the position noted in the 'Position' column. Board Action items are bold/highlighted and are new to the report.

\*Classified employee is staying on in a substitute status

## ACTION ITEMS

### CERTIFIED PERSONNEL

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
<b>Counselor</b>	<b>Elizabeth Wess</b>	<b>Resignation</b>	<b>5/22/2025</b>	<b>High School</b>	<b>Tiffany Anderson</b>	<b>2025/26 School Year</b>
Social Worker	Meghan Petersen	Resignation	5/22/2025	Student Services	<b>Lauren Edgecombe</b>	2025/26 School Year
<b>Teacher, Grades 5/6</b>	<b>David LaDay</b>	<b>Resignation</b>	<b>5/22/2025</b>	<b>Johnson Crossing</b>	<b>Posted/Pending Hire</b>	<b>2025/26 School Year</b>
Teacher, Grades 5/6	Stacy Schindler	Transfer	2025/26 School Year	Johnson Crossing	<b>Stephanie Dicken</b>	2025/26 School Year
Teacher, Grades 5/6	Korri Veskerna	Resignation	5/22/2025	Johnson Crossing	<b>Dominik Jones</b>	2025/26 School Year
<b>Teacher, Literacy Facilitator</b>	<b>Tiffany Anderson</b>	<b>Transfer</b>	<b>2025/26 School Year</b>	<b>Bell Field</b>	<b>Posted/Pending Hire</b>	<b>2025/26 School Year</b>
Teacher, Preschool (Early Childhood/Special Education)	Kaycee Perez	Resignation	5/22/2025	Bell Field	<b>Hailey Bellows</b>	2025/26 School Year
Teacher, Special Education Resource 3	N/A	Additional	2025/26 School Year	Washington	<b>Carmon Davis</b>	2025/26 School Year

### CLASSIFIED PERSONNEL

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
Administrative Assistant (8 hrs)	Joyce Shellgren	Transfer	5/19/2025	MSEAC/Human Resources	<b>Kellie Middlebrooks</b>	<b>7/7/2025</b>
<b>AV Coordinator (8 hrs)</b>	<b>Katerin (Gabby) Magana</b>	<b>Transfer</b>	<b>2025/26 School Year</b>	<b>Middle School</b>	<b>Posted/Pending Hire</b>	<b>2025/26 School Year</b>
Behavior Support Technician (7.5 hrs)	Kady Arps	Resignation	1/24/2025	Pathfinder	<b>Kara Grace</b>	<b>2025/26 School Year</b>
<b>Bus Aide (4 hrs)</b>	<b>*Gloria Andersen</b>	<b>Retirement</b>	<b>5/16/2025</b>	<b>Transportation</b>	<b>Posted/Pending Hire</b>	<b>TBD</b>
<b>Credit Recovery Para (7.75 hrs)</b>	<b>*David Struble</b>	<b>Resignation</b>	<b>5/16/2025</b>	<b>High School</b>	<b>Posted/Pending Hire</b>	<b>TBD</b>
<b>Director of Facilities &amp; Maintenance</b>	<b>N/A</b>	<b>New Position</b>	<b>6/1/2025</b>	<b>Facilities</b>	<b>Brett Pierce</b>	<b>6/1/2025</b>
Director of Food Services	Jeff Andel	Resignation	8/27/2024	MSEAC	<b>Will Not Be Replaced</b>	<b>N/A</b>
ELL Paraeducator (7 hrs)	Erika Contreras	Transfer	2/3/2025	Washington	<b>Andrea Garcia Garcia</b>	<b>2025/26 School Year</b>
<b>ELL Paraeducator (7.5 hrs)</b>	<b>N/A</b>	<b>Additional</b>	<b>2025/26 School Year</b>	<b>Deer Pointe</b>	<b>Katerin (Gabby) Magana</b>	<b>2025/26 School Year</b>
ELL Paraeducator (7.5 hrs)	Connor Husen	Transfer	4/25/2025	Milliken Park	<b>Will Not Be Replaced</b>	<b>N/A</b>
<b>Facilities Operations Supervisor</b>	<b>Brett Pierce</b>	<b>Transfer</b>	<b>6/1/2025</b>	<b>Facilities</b>	<b>Will Not Be Replaced</b>	<b>N/A</b>
<b>Food Service Assistant Supervisor (8 hrs)</b>	<b>Elizabeth Wagner</b>	<b>Retirement</b>	<b>5/16/2025</b>	<b>Middle School</b>	<b>TBD</b>	<b>TBD</b>

Food Service Supervisor (7.5 hrs)	Karen Krumel	Retirement	5/16/2025	Washington	Celeste Powell	6/2/2025
Food Service Supervisor II (8 hrs)	Janet Niles	Retirement	5/16/2025	Middle School	Stephanie Gonzalez	6/2/2025
Food Service Worker (8 hrs)	Stephanie Gonzalez	Transfer	6/2/2025	Middle School	Elizabeth Kisela	6/9/2025
Food Service Worker (Was 4 hrs, will now be 7 hrs)	Celeste Powell	Transfer	6/2/2025	Washington	Hired, Pending Paperwork	TBD
Food Service Worker (Was 5 hrs, will now be 7 hrs)	Louanne Kampschneider	Retirement	5/16/2025	Washington	Hired, Pending Paperwork	TBD
Food Service Worker (Was 5 hrs, will now be 7 hrs)	Teresa Sandeen	Resignation	5/15/2025	Milliken Park	Hired, Pending Paperwork	TBD
Food Service Worker (Was 5.5 hrs, will now be 6.5 hrs)	*Rachel Davis-Payne	Resignation	1/28/2025	High School	Dawn Persinger	July 2025
Food Service Worker (Was 6.25 hrs, will now be 7 hrs)	Dondel Uhing	Resignation	12/19/2024	Johnson Crossing	Kelley Bentley	July 2025
General Operations Administrator will now be Director of Operational Services	Jeff Glosser	Change to Position	6/1/2025	MSEAC	N/A	N/A
Library/Media Para (7.5 hrs)	Kara Grace	Transfer	2025/26 School Year	Grant	Amber Johnson	2025/26 School Year
Migrant Liaison (4 hrs)	Cintia Beck	Transfer	2025/26 School Year	MSEAC	Will Not Be Replaced	N/A
Office Associate (8 hrs)	Erika Jimenez	Transfer	6/9/2025	High School	Karina Cerritos	7/23/2025
Office Associate (8 hrs)	*Rebel Ruhr	Resignation	6/8/2025	High School (Media Center)	Cintia Beck	2025/26 School Year
Office Associate (8 hrs)	Stephanie Nuno	Resignation	6/5/2025	Johnson Crossing	Posted/Pending Hire	TBD
Paraeducator (5.5 hrs)	Amber Johnson	Transfer	2025/26 School Year	Grant	Aziel Diaz	2025/26 School Year
Paraeducator (7 hrs)	Stephanie Garcia Barajas	Resignation	5/16/2025	Washington	TBD	TBD
Special Ed. Health Para (7.5 hrs)	Naiyah Farmer	Transfer	2025/26 School Year	Deer Pointe	Emily Brown	2025/26 School Year
Special Ed. Para - BR (Was 7.25 hrs, now 7 hrs)	Lily Janke	Transfer	2024/2025 School Year	Pathfinder	Lisa Knoell	6/1/2025
Special Ed. Para (7 hrs)	Naomi Sarabia	Resignation	5/16/2025	Milliken Park	Posted/Pending Hire	TBD
Special Ed. Para, R2 (8 hrs)	N/A	Additional	2025/26 School Year	Middle School	Kim Cassell	2025/26 School Year
Special Ed. Para, R3 (7 hrs)	Lisa Knoell	Transfer	6/1/2025	Bell Field	Posted/Pending Hire	TBD
Special Ed. Para, R3 (7.25 hrs)	Kimberly Mills	Resignation	5/16/2025	Johnson Crossing	Posted/Pending Hire	TBD
Special Ed. Para, R3 (7.5 hrs)	Zach Martens	Transfer	2025/26 School Year	Johnson Crossing	Posted/Pending Hire	TBD
Special Ed. Para, R3 (7.5 hrs)	N/A	Additional	2025/26 School Year	Washington	Zach Martens	2025/26 School Year
Special Ed. Para, R3 (7.5 hrs)	N/A	Additional	2025/26 School Year	Washington	Posted/Pending Hire	TBD
Special Ed. Para, R3 (7.5 hrs)	Emily Brown	Transfer	8/1/2025	Deer Pointe	Hired, Pending Paperwork	2025/26 School Year

Special Ed. Para, R3 (7.5 hrs)	Kim Cassell	Transfer	2025/26 School Year	Milliken Park	Posted/Pending Hire	TBD
Summer Maintenance	N/A	Seasonal	5/19/2025-8/31/2025	Facilities	Brad Boring	5/19/2025
Summer Maintenance	N/A	Seasonal	5/19/2025-8/31/2025	Facilities	Rollin McDuffee	5/19/2025
Summer Maintenance	N/A	Seasonal	5/19/2025-8/31/2025	Facilities	Nicholas Soto	5/20/2025

**21st CENTURY/EXPANDED LEARNING/AFTER SCHOOL PROGRAM**

Position	Employee	Action	Effective Date	Site/Department	Replacement Status/New Hire	Start Date
Activity Leader (3.25 hrs)	Jasmyn Bergstrom	Resignation	5/1/2025	Deer Pointe	Will Be Replaced in future based on program need	TBD
Activity Aide (3.25 hrs)	Serenity Carlson-Smith	Discharged	6/4/2025	Howard	Will Be Replaced in future based on program need	TBD
Activity Leader (3.25 hrs)	Aidan Eberspacher	Resignation	5/15/2025	Linden	Will Be Replaced in future based on program need	TBD
Activity Leader (3.25 hrs)	Isabella Vera	Resignation	5/1/2025	Deer Pointe	Will Be Replaced in future based on program need	TBD
Site Manager (4 hrs)	Nadia Parker	Resignation	5/15/2025	Howard	Will Be Replaced in future based on program need	TBD
Site Manager (4 hrs)	Kimberly Mills	Resignation	5/16/2025	Johnson Crossing	Will Be Replaced in future based on program need	TBD
Summer Program Activity Leader (5 hrs)	N/A	Seasonal Position	5/28/2025 - 7/25/2025	Washington	Emily Brown	5/28/2025
Summer Program Activity Leader (5 hrs)	N/A	Seasonal Position	5/28/2025 - 7/25/2025	Washington	Harlie Allgood	5/28/2025

General Fund Expenditures  
MAY 2025

Accounts Payable	\$859,379.45
Payroll	\$5,172,299.56
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TOTAL General Fund	\$6,031,679.01

Fremont Public Schools  
Check Listing  
2024-2025

Bank Account: RVR Bank Account 451126 From: 5/1/2025 To: 5/31/2025

Check Number	Date	Payee	Amount
128951	5/12/2025	A & M ROOFING LLC	\$1,525.00
129022	5/30/2025	A & M ROOFING LLC	\$975.00
128952	5/12/2025	A UNITED AUTOMATIC DOORS & GLASS INC	\$210.00
129023	5/30/2025	A UNITED AUTOMATIC DOORS & GLASS INC	\$6,971.46
128953	5/12/2025	ACE HARDWARE	\$873.18
129024	5/30/2025	ACE HARDWARE	\$16.48
128954	5/12/2025	ACT	\$6,678.00
129025	5/30/2025	ADVENTURE ENTERPRISES, LLC	\$1,814.00
128955	5/12/2025	AMAZON.COM LLC	\$8,614.92
129026	5/30/2025	AMAZON.COM LLC	\$8,664.67
DDP	5/15/2025	ANDERSON, SCOTT	\$240.80
129027	5/30/2025	ARROW STAGE LINES	\$1,702.00
129028	5/30/2025	AWARDS UNLIMITED, INC.	\$69.37
129029	5/30/2025	BAUER BUILT INC	\$1,953.98
DDP	5/15/2025	BEEKMAN, HEATHER	\$48.24
DDP	5/15/2025	BEHRING, JENNIFER	\$44.24
129030	5/30/2025	BENICOMP INC	\$4,122.15
128956	5/12/2025	BERGAN CATHOLIC ELEMENTARY	\$1.00
DDP	5/15/2025	BERRY, DEANN	\$13.02
129031	5/30/2025	BESTCO SERVICES	\$2,700.00
DDP	5/15/2025	BIGLER, STACY	\$10.64
DDP	5/15/2025	BLANKINSHIP, JANICE	\$10.78
128957	5/12/2025	BLICK ART MATERIALS	\$603.90
129032	5/30/2025	BLICK ART MATERIALS	\$3,702.86
128958	5/12/2025	BOMGAARS SUPPLY INC	\$103.96
129033	5/30/2025	BOMGAARS SUPPLY INC	\$103.98
128959	5/12/2025	BORDER STATES INDUSTRIES INC	\$73.52
129034	5/30/2025	BORDER STATES INDUSTRIES INC	\$220.09
DDP	5/15/2025	BRISTOL, JULIE	\$8.54
DDP	5/15/2025	BRUNER, LEA	\$78.82
128949	5/2/2025	BURG, MATT	\$649.14
129035	5/30/2025	CLARKLIFT OF DES MOINES, INC	\$31,900.00
129036	5/30/2025	CLEMMER, GARY	\$135.00
128960	5/12/2025	COLUMN SOFTWARE PBC	\$14.35
129037	5/30/2025	COLUMN SOFTWARE PBC	\$165.65
129038	5/30/2025	COMPUTER CABLE CONNECTION INC	\$891.08
128961	5/12/2025	CORNHUSKER AUTO WASH AND	\$9.35
129039	5/30/2025	CORNHUSKER INTERNATIONAL TRUCKS INC	\$77.69
128962	5/12/2025	CULLIGAN	\$766.75
129040	5/30/2025	CULLIGAN	\$358.81

Check Number	Date	Payee	Amount
129041	5/30/2025	D & T SHIRTIFIED LLC	\$1,161.00
128963	5/12/2025	DAKOTA POTTERS SUPPLY LLC	\$471.28
129042	5/30/2025	DEMCO	\$8,418.10
128964	5/12/2025	DIAMOND IRRIGATION LLC	\$2,140.00
129043	5/30/2025	DIERS INC	\$159.95
129044	5/30/2025	DIETZE MUSIC HOUSE	\$48.00
DDP	5/15/2025	DOSTAL, ERIN	\$77.56
129045	5/30/2025	DRAMATIC PUBLISHING	\$70.60
129046	5/30/2025	DRAMATISTS PLAY SERVICE INC	\$48.17
128965	5/12/2025	EDUCATIONAL SERVICE UNIT #3	\$75.00
129047	5/30/2025	EDUCATIONAL SERVICE UNIT #3	\$250.00
129048	5/30/2025	EGAN SUPPLY CO	\$2,079.36
128966	5/12/2025	ELECTRONIC CONTRACTING CO.	\$1,487.50
128967	5/12/2025	ELEMENOT SERVICES	\$21,097.76
DDP	5/15/2025	ELSASSER, KIERSTEN	\$222.74
128968	5/12/2025	EMANUEL PRINTING, INC.	\$1,654.24
128969	5/12/2025	FAMILY PHYSICAL THERAPY & SPORTS CENTER	\$7,749.70
129049	5/30/2025	FASTENAL COMPANY	\$125.96
128970	5/12/2025	FBG SERVICE CORPORATION	\$75,317.00
DDP	5/15/2025	FELDHAUS, JAMES	\$151.97
129050	5/30/2025	FILEWAVE (USA) INC	\$3,600.00
128971	5/12/2025	FILTER SHOP INC	\$1,960.10
128972	5/12/2025	FIRST NATIONAL BANK OMAHA	\$355.69
129051	5/30/2025	FIRST STUDENT INC	\$82,420.42
128973	5/12/2025	FIRST WIRELESS INC	\$10,007.57
129052	5/30/2025	FOLLETT CONTENT SOLUTIONS, LLC	\$39.99
DDP	5/15/2025	FOXHOVEN, RICK	\$275.68
128974	5/12/2025	FREMONT AREA UNITED WAY	\$3,803.00
128975	5/12/2025	FREMONT DEPT OF UTILITIES	\$70,815.61
129053	5/30/2025	FREMONT DEPT OF UTILITIES	\$23,227.71
129054	5/30/2025	FREMONT ELECTRIC INC	\$311.80
129055	5/30/2025	FREMONT RENTALS	\$1,400.00
128976	5/12/2025	FREMONT WASTE TRANSFER	\$24.09
128977	5/12/2025	FREMONT WINNELSON CO	\$61.33
129056	5/30/2025	FREMONT WINNELSON CO	\$124.50
128978	5/12/2025	FUN EXPRESS, LLC	\$86.54
128979	5/12/2025	GALLS INC	\$132.42
129057	5/30/2025	GAMBINOS AND HERO DELI	\$69.00
DDP	5/15/2025	GARCIA GARCIA, ANDREA	\$251.95
128980	5/12/2025	GLASS HOUSE	\$339.92
129058	5/30/2025	GLASS HOUSE	\$3,582.67
DDP	5/15/2025	GRAHAM, ALLISON	\$104.65
128981	5/12/2025	GREAT PLAINS APPRAISAL	\$3,200.00
129059	5/30/2025	GREAT PLAINS COMMUNICATIONS	\$2,448.90
129060	5/30/2025	Great Plains Contractor Services, LLC	\$229.99
DDP	5/15/2025	GRUBB, BAILEY	\$67.13

Check Number	Date	Payee	Amount
128982	5/12/2025	HANDS OF HEARTLAND, LLC	\$7,380.45
128983	5/12/2025	HD SUPPLY - FORMERLY HOME DEPOT PRO	\$13,992.61
129061	5/30/2025	HD SUPPLY - FORMERLY HOME DEPOT PRO	\$7,279.21
DDP	5/15/2025	HENRICHSON, MICHELLE	\$1.40
128984	5/12/2025	HENRY DOORLY ZOO	\$95.85
129062	5/30/2025	HENRY DOORLY ZOO	\$2,133.00
DDP	5/15/2025	HERNANDEZ, ROSA	\$12.18
128985	5/12/2025	HILLYARD SIOUX FALLS, RAPID CITY, SD, OM	\$13,442.95
129063	5/30/2025	HOBBY LOBBY	\$192.16
DDP	5/15/2025	HUSS, CLIFF	\$89.80
129019	5/21/2025	HY-VEE INC	\$2,935.29
129064	5/30/2025	INSTITUTE FOR MULTI-SENSORY EDUCATION, L	\$27.95
128950	5/9/2025	Interiors Joan & Associates	\$1,630.68
128986	5/12/2025	ISLAND SPRINKLER SUPPLY COMPANY	\$2,093.16
DDP	5/15/2025	JIMENEZ OCHOA, ABDIEL	\$13.37
129065	5/30/2025	JOHN DEER FINANCIAL	\$55.63
128987	5/12/2025	JOSHUA KNOP	\$106.40
128988	5/12/2025	JOSTENS INC	\$436.50
129066	5/30/2025	JOSTENS INC	\$50.70
DDP	5/15/2025	KARDISCO, APRIL	\$48.37
DDP	5/15/2025	KERKMAN, RITA	\$12.18
DDP	5/15/2025	KIBBY, KARISSA	\$11.34
DDP	5/15/2025	KUDDER, TINA	\$69.30
128989	5/12/2025	LANG DIESEL INC	\$705.99
129067	5/30/2025	LANGUAGE TESTING INTERNATIONAL INC	\$50.00
DDP	5/15/2025	LEINDECKER, JEANNIE	\$127.54
128990	5/12/2025	LEVRACK	\$5,738.00
129068	5/30/2025	LIFT SOLUTIONS, INC	\$3,220.97
129069	5/30/2025	Lotus Behavioral Health, LLC	\$4,714.35
DDP	5/15/2025	LOWE, JANET	\$1,894.74
128948	5/1/2025	Mammoth Containers	\$3,600.00
DDP	5/15/2025	MARY JANE ROBINSON	\$1,067.52
129070	5/30/2025	MAX D. SIGNS	\$5,140.72
DDP	5/15/2025	MCCLAIN, SETH	\$498.40
DDP	5/15/2025	MCSHANE-SCHWIEGER, KATIE	\$67.20
129071	5/30/2025	MEL'S DINER	\$1,827.50
128991	5/12/2025	MENARDS	\$664.63
129072	5/30/2025	MENARDS	\$3,720.82
129020	5/21/2025	METHODIST PHYSICIANS CLINIC FREMONT	\$444.85
128992	5/12/2025	METROPOLITAN COMMUNITY COLLEGE	\$1,368.50
128993	5/12/2025	MIDDLE SCHOOL ACTIVITY FUND	\$370.27
DDP	5/15/2025	MOENNING, AMANDA	\$30.24
128994	5/12/2025	MORRISSEY ENGINEERING INC	\$8,300.00
DDP	5/15/2025	MOTTL, LISA	\$18.62
129073	5/30/2025	NASCO	\$804.24
129074	5/30/2025	NATUS SENSORY, INC	\$686.00

Check Number	Date	Payee	Amount
129075	5/30/2025	Nebraska Association of SkillsUSA, Inc	\$4,300.00
128995	5/12/2025	NEBRASKA SCIENTIFIC	\$58.19
DDP	5/15/2025	NELSON, DEBRA	\$23.10
128996	5/12/2025	NSNA CONFERENCE	\$375.00
128998	5/12/2025	OMAHA PAPER CO.	\$9,616.00
DDP	5/15/2025	ONDRACEK, TAMMIE	\$90.16
129077	5/30/2025	ONE SOURCE	\$156.00
128997	5/12/2025	O'REILLY AUTOMOTIVE INC	\$140.20
129076	5/30/2025	O'REILLY AUTOMOTIVE INC	\$225.26
DDP	5/15/2025	OVERTURF, TARA	\$14.00
128999	5/12/2025	P & H ELECTRIC INC	\$923.54
129000	5/12/2025	PAPER TIGER SHREDDING INC	\$466.00
129078	5/30/2025	PERFORMANCE DIESEL SERVICE	\$13,283.42
129001	5/12/2025	PERRY, GUTHERY, HAASE & GESSFORD, P.C.,	\$4,180.00
DDP	5/15/2025	PETERS, MARIAN	\$20.16
DDP	5/15/2025	PETERSEN, MEGHAN	\$42.63
DDP	5/15/2025	PISTILLO, MARY PAT	\$73.01
129002	5/12/2025	PRIME COMMUNICATIONS, INC	\$4,653.23
129079	5/30/2025	PRIME COMMUNICATIONS, INC	\$770.00
129080	5/30/2025	PRODUCTIVITY INC	\$13,810.68
DDP	5/15/2025	PRONSKE, NICOLE	\$35.07
129081	5/30/2025	QUADIENT LEASING USA, INC	\$1,008.66
DDP	5/15/2025	REESON, BROOKE	\$37.31
129082	5/30/2025	REMEDY ROAD LLC	\$5,988.42
DDP	5/15/2025	REYNOLDS, DEBRA	\$7.00
DDP	5/15/2025	ROBERTSON, LISA	\$157.50
129083	5/30/2025	ROCHESTER MIDLAND CORP	\$754.00
DDP	5/15/2025	RUSSELL, HEATHER	\$25.48
129003	5/12/2025	S & S LOCKSMITH COMPANY	\$185.00
129004	5/12/2025	S2 ROLL-OFFS, LLC	\$6,501.07
129084	5/30/2025	S2 ROLL-OFFS, LLC	\$4,463.03
DDP	5/15/2025	SCHLEICHER, MICHAEL	\$734.60
DDP	5/15/2025	SCHLEICHER, MICHAEL	\$557.20
129018	5/19/2025	SCHMIDT FAMILY EYE CARE	\$1,077.00
129005	5/12/2025	SCHMIDT SPEECH LANG PATHOLOGY SRV, LLC	\$11,134.36
129085	5/30/2025	SCHOLASTIC MAGAZINES	\$219.78
129086	5/30/2025	SCOTT CAFE	\$522.75
129006	5/12/2025	SECURLY, INC	\$4,045.00
129007	5/12/2025	SELCOM, LLC	\$175.00
129008	5/12/2025	SM & CM, LLC	\$157.50
129087	5/30/2025	SODEXO INC & AFFILIATES	\$300.07
129009	5/12/2025	STAPLES ADVANTAGE	\$7,220.80
129088	5/30/2025	STAPLES ADVANTAGE	\$3,077.52
129089	5/30/2025	STERLING COMPUTERS	\$158,664.15
DDP	5/15/2025	STEWART, COURTNEY	\$65.45
DDP	5/15/2025	STOKLASA, LAUREN	\$29.19

Check Number	Date	Payee	Amount
DDP	5/15/2025	STYCH, BARRY	\$64.40
DDP	5/15/2025	STYSKAL, STEVE	\$216.85
129010	5/12/2025	T SQUARE SUPPLY LLC	\$81.69
129090	5/30/2025	T SQUARE SUPPLY LLC	\$245.79
DDP	5/15/2025	TALKINGTON, BEVERLY	\$12.18
129021	5/21/2025	TEACHER SYNERGY LLC	\$498.36
129091	5/30/2025	TEACHER SYNERGY LLC	\$9.10
129092	5/30/2025	TEAMMATES OF FREMONT PUBLIC SCHOOLS	\$6,000.00
129093	5/30/2025	THE ROSE THEATER	\$375.00
129011	5/12/2025	THEATREFOLK LTD	\$444.00
129094	5/30/2025	THIRTY BOWL	\$149.92
129012	5/12/2025	TIMME WELDING & SUPPLY	\$66.22
129013	5/12/2025	TITAN MACHINERY INC	\$1,582.70
129014	5/12/2025	TK Elevator	\$284.76
DDP	5/15/2025	TRIMPE, SARAH	\$31.64
129015	5/12/2025	TRINITY LUTHERAN SCHOOL	\$1.00
DDP	5/15/2025	TURNER, ELIZABETH	\$40.67
129095	5/30/2025	TYLER TECHNOLOGIES INC	\$52,177.65
129096	5/30/2025	U.S. CELLULAR	\$59.58
129097	5/30/2025	ULINE, INC.	\$375.94
129098	5/30/2025	UNK ACADEMIC AND CAREER SERVICES	\$175.00
129016	5/12/2025	UNMC	\$4,000.00
129099	5/30/2025	US OMNI & TSACG COMPLIANCE SERVICES	\$85.69
129017	5/12/2025	WALNUT RADIO LLC	\$892.00
129100	5/30/2025	WIESE PLUMBING & EXCAVATING INC	\$749.12
DDP	5/15/2025	WILLMOTT, SHANON	\$79.52
DDP	5/15/2025	WILSON, MEGHAN	\$136.99
129101	5/30/2025	WPS	\$2,025.00
129102	5/30/2025	ZONAR SYSTEMS INC	\$12,114.64
		TOTAL	<u>\$859,379.45</u>

Fremont Public Schools  
Financial Reports

Recommendation

May 31, 2025

Submitted by: Susan Plank

The attached reports are for your information, review and approval:

**Summary Statement of General Fund Accounts (at May 31)**  
**Activity Fund Balance Sheets**

This Summary of General Fund accounts for the Fiscal Year 2024-25 represents our approved budget and corresponding expenditures through this month-end. It is recommended that the May 2025 Financial Statements be accepted by the Board of Education as presented.

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Roll Call Vote --

Aye: \_\_\_\_\_

No: \_\_\_\_\_

Absent: \_\_\_\_\_

Fremont Public Schools  
May 31, 2025

<u>Fund Name</u>	<u>Balance</u> <u>4/30/2025</u>	<u>Receipts May</u>	<u>Disbursements</u> <u>May</u>	<u>Statement</u> <u>Balance</u> <u>5/31/2025</u>	<u>Interfund</u> <u>Transfers</u>	<u>Account Balance</u> <u>Without</u> <u>Transfers</u>
<b><u>First National Bank Fremont:</u></b>						
General Fund	\$13,384,397.34	\$17,544,091.65	\$5,662,644.73	\$25,265,844.26	\$0.00	\$25,265,844.26
Payroll	\$22,961.68	\$5,096,054.86	\$5,091,778.50	\$27,238.04	\$0.00	\$27,238.04
Flex Benefit Fund	\$49,380.98	\$17,613.17	\$17,837.44	\$49,156.71	\$0.00	\$49,156.71
Employee Benefit Fund (Closed)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Building Fund	\$1,569,424.35	\$27,833.20	\$66,731.85	\$1,530,525.70	\$0.00	\$1,530,525.70
Bond District 11	\$7,824.18	\$0.00	\$0.00	\$7,824.18	\$0.00	\$7,824.18
FPS 2022 GO Bond	\$7,358,236.29	\$17,879.00	\$1,340,500.64	\$6,035,614.65	\$0.00	\$6,035,614.65
FNBO Capital Markets End of Month		\$0.00				
<b><u>Pinnacle Bank:</u></b>						
General Fund	\$26,305.06	\$19.46	\$0.00	\$26,324.52	\$0.00	\$26,324.52
QCPUF Fund	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
<b><u>RVR Bank:</u></b>						
Disbursing Account	\$349,259.33	\$565,933.81	\$553,556.55	\$361,636.59	\$0.00	\$361,636.59
Depreciation Fund	\$3,542,662.00	\$8,468.62	\$21,000.00	\$3,530,130.62	\$0.00	\$3,530,130.62
<b><u>US Bank:</u></b>						
District Activity Fund	\$81,764.53	\$6,295.80	\$11,100.07	\$76,960.26	\$0.00	\$76,960.26

**Fremont Public Schools  
FPS 2022 GO Bond Detail  
May 2025**

<b>Beginning Balance 4/30/2025</b>			<b>\$7,358,236.29</b>
<b>March Receipts:</b>			<b>\$17,879.00</b>
5/31/2025	Sweep Interest		\$17,879.00
<b>March Expenditures:</b>			<b>-\$1,340,500.64</b>
5/6/2025	Online Transfer to SBF Account	Resilite Sports Products - HS Wrestling Mats	-\$18,533.20
4/30/2025	ck 391 Mid-State Engineering	Svcs from 11-1 to 11-30-24 and 1-1 to 1-31-25	-\$3,641.00
4/30/2025	ck 392 Olsson, Inc	Svcs from Mar 9 - April 5, 2025	-\$1,000.00
4/30/2025	ck 393 Scheele-Kayton	Pay App 18 - Final for JCAC	-\$11,698.55
5/1/2025	ck 394 Mammoth Containers	20' open side container - HS exterior storage	-\$17,000.00
5/12/2025	ck 395 BVH Architects	Svcs thru 4-30-25; HS Track & Field, Clarmar Demo/Reno	-\$8,992.50
5/22/2025	ck 396 Hausmann Const	Pay App 36	-\$1,270,720.39
5/22/2025	ck 397 Seed of Life	Final Pay App 4	-\$8,915.00
<b>Ending Balance 5/31/25 - FPS 2022 GO Bond</b>			<b>\$6,035,614.65</b>
<b>FNBO Capital Markets Par Value</b>			<b>\$0.00</b>
			<b>\$6,035,614.65</b>

**Fremont Public Schools  
Pledged Securities  
5/31/2025**

**Fremont National Bank**

Description	Receipt #	Maturity Date	Current Face
Pooled Pledged Securities with Nebraska Bankers Insurance and Services Company			

Description	Receipt #	Maturity Date	Current Face
Douglas Cnty NE SD #59 GO Unltd	259353LA6	6/15/2026	\$196,169.56
Douglas Cnty NE SD #59 GO Unltd	259353MV9	12/15/2027	\$137,473.73
Fairbury NE Go Unltd	303665GH0	10/15/2026	\$167,221.50
Fremont NE GO Unltd	357406DV6	8/1/2026	\$196,511.17
Fremont NE Hgwy Alloctn GO LTD	357406EA1	12/15/2025	\$247,403.95
Gretna NE GO Unltd	397802MJ5	8/15/2027	\$213,985.97
Papillion NE GO Unltd	698856P70	12/15/2025	\$247,713.28
Sarpy Cnty NE SD#37 GO Unltd	803770VP8	12/15/2036	\$259,737.51
Scottsbluff Cnty NE SD#32 Go Unltd	810181GG6	12/1/2026	\$194,581.56
Tecumseh NE GO Unltd	878848JM3	12/15/2026	\$118,412.62
			\$1,979,210.85

**Fremont Public Schools  
Pledged Securities Recap  
May 31, 2025**

Fund Name	Statement Balance 5/31/2025	Total All Accounts	Total Pledged Securities Required	Total Pledged Securities Market Value	Pledging Excess/(Shortage)
<b><u>First National Bank Fremont:</u></b>					
General Fund	\$25,265,844.26				
Payroll	\$27,238.04				
Flex Benefit Fund	\$49,156.71				
Special Building Fund	\$1,530,525.70				
Bond District 11	\$7,824.18				
FPS 2022 GO Bond	\$6,035,614.65				
Learning Center	\$549.63				
<b>FDIC Insured \$250,000</b>		\$32,916,753.17			
FNBO Capital Markets Par	\$0.00	\$0.00			
<b><u>Pinnacle Bank:</u></b>					
General Fund	\$26,324.52				
QCPUF Fund	\$0.00				
<b>FDIC Insured \$250,000</b>		\$26,324.52	\$0.00	\$0.00	\$0.00
<b><u>RVR Bank:</u></b>					
High School Activity	\$113,652.22				
MS/JCAC Activity	\$91,249.76				
High School House Build	\$96,692.38				
<b>FDIC Insured \$250,000</b>		\$301,594.36	\$51,594.36		
Disbursing Account	\$361,636.59				
Food Service	\$250,000.00				
Depreciation	\$1,000.00				
<b>FDIC Insured \$250,000</b>		\$612,636.59	\$362,636.59		
Food Service Sweep	\$335,253.31				
<b>ICS Sweep</b>		\$522,237.49	\$0.00		
Depreciation Sweep	\$3,529,130.62				
<b>ICS Sweep</b>		\$3,529,128.31	\$2.31		
			\$2.31		
Total Pledging Required			\$414,233.26		
Pledging Requirement 102% of Above Balance			\$422,517.93	\$1,979,210.85	\$1,556,692.92
<b><u>US Bank:</u></b>					
District Activity Fund	\$76,960.26				
Elementary Activity Fund	\$24,051.87				
<b>FDIC Insured \$250,000</b>		\$101,012.13	\$0.00	\$0.00	\$0.00

Fremont Public Schools  
General Fund  
School Year 2024-2025  
May 2025

**FPS GENERAL FUND**

<b>Receipts:</b>	<u>Budgeted</u>	<u>Actual Receipts</u>	<u>% Received</u>
Local Sources	2,846,400	2,627,116	92.30%
County Sources	425,000	518,353	121.97%
State Aide	21,868,519	19,714,407	90.15%
State Sources	8,343,000	18,441,544	221.04%
Federal Sources	4,554,831	4,303,852	94.49%
Personal and Property Taxes	33,718,772	22,544,192	66.86%
Cash Reserve	0	0	0.00%
	<u>71,756,522</u>	<u>68,149,465</u>	<u>94.97%</u>

<b>Expenditures:</b>	<u>Budgeted</u>	<u>Expenditures YTD</u>	<u>% Disbursed</u>
Regular Instruction	31,880,351	23,466,551	73.61%
Special Education	8,576,390	5,837,531	68.07%
Pupil Support Services	6,744,808	5,254,969	77.91%
Instruct Support Services	3,586,637	2,109,333	58.81%
Board of Education	657,656	682,092 *	103.72%
General Administration	1,994,288	1,418,682	71.14%
School Administration	2,460,045	1,798,394	73.10%
Business Support	2,112,483	1,477,965	69.96%
Facilities & Operations	6,612,493	4,820,016	72.89%
Regular Transportation	1,027,704	719,582	70.02%
Special Ed Transportation	1,651,894	1,383,806	83.77%
State Grants	540,375	389,420	72.06%
Debt Services (Tax Repayment)	0	0	0.00%
Federal Programs	4,554,831	2,903,136	63.74%
Summer Programs	14,708	0	0.00%
Transfers to Other Funds	71,650	0	0.00%
	<u>72,486,313</u>	<u>52,261,478</u>	<u>72.10%</u>

\*Includes District Liability Insurance Premiums

# Fremont Elementary School Activities Fund

Balance Sheet 2024-2025

As of May 31, 2025

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	<u>May 31, 25</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
1000 · Checking	23,908.35
Total Checking/Savings	<u>23,908.35</u>
Total Current Assets	<u>23,908.35</u>
<b>TOTAL ASSETS</b>	<b><u><u>23,908.35</u></u></b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
3000 · Fund Balances	112.00
Net Income	23,796.35
Total Equity	<u>23,908.35</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u><u>23,908.35</u></u></b>

Fremont Middle School and Johnson Crossing Academic Center  
**Balance Sheet 2024-2025**  
May 2025

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	<u>May 31, 25</u>
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
FMS Checking	87,158.40
Total Checking/Savings	<u>87,158.40</u>
Total Current Assets	<u>87,158.40</u>
<b>TOTAL ASSETS</b>	<u><u>87,158.40</u></u>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
1110 - Fund Balance	902.50
Net Income	86,255.90
Total Equity	<u>87,158.40</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u><u>87,158.40</u></u>

Fremont High Activities Fund  
Balance Sheet  
As of May 31, 2025

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	<u>May 31, 25</u>	<u>Apr 30, 25</u>
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
CTE Checking	94,971.28	101,476.90
Checking	80,252.36	135,614.89
Total Checking/Savings	<u>175,223.64</u>	<u>237,091.79</u>
Total Current Assets	<u>175,223.64</u>	<u>237,091.79</u>
<b>TOTAL ASSETS</b>	<b><u>175,223.64</u></b>	<b><u>237,091.79</u></b>
<b>LIABILITIES &amp; EQUITY</b>		
Equity		
Net Income	<u>175,223.64</u>	<u>237,091.79</u>
Total Equity	<u>175,223.64</u>	<u>237,091.79</u>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b><u>175,223.64</u></b>	<b><u>237,091.79</u></b>

LC Activity Account  
**Balance Sheet**  
As of May 31, 2025

	<u>May 31, 25</u>	<u>May 31, 24</u>
<b>ASSETS</b>		
Current Assets		
Checking/Savings		
Fremont National Bank	549.63	757.06
Total Checking/Savings	549.63	757.06
Total Current Assets	549.63	757.06
<b>TOTAL ASSETS</b>	<u>549.63</u>	<u>757.06</u>
<b>LIABILITIES &amp; EQUITY</b>		
Equity		
Retained Earnings	757.06	1,497.61
Net Income	-207.43	-740.55
Total Equity	549.63	757.06
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<u>549.63</u>	<u>757.06</u>

# Fremont Public School Food Service

130 East Ninth Street  
Fremont, Nebraska 68025  
Jeff Glosser,  
Director of Operational Services

Monthly Report of: May 2025

Fund Balance: 4/30/25	.....	\$ 621,838.06
Receipts:		
1510 Interest	.....	\$ 1,550.37
1611 School Lunch Program	.....	\$ 34,142.94
1990 Other Misc Income	.....	\$ 557.79
3150 State Reimbursement	.....	
4210 Federal Reimbursement	.....	\$ 315,161.78
5200 Funds Transfer In	.....	
Total Monthly Income	.....	\$ 351,412.88
Expenditures:		
110 Labor	.....	\$ 187,572.46
430 Repairs & Maintenance	.....	\$ 4,179.58
610 General Equipment	.....	\$ 10,931.42
630 Food	.....	\$ 185,823.56
650 Technology	.....	\$ 138.18
810 Dues & Fees	.....	\$ -
890 Misc Expenditures	.....	\$ 443.40
Total Expenditures	.....	\$ 389,088.60
Fund Balance: 5/31/25	.....	\$ 584,162.34





BOE Discard Request			
Date: 5/30/2025			Submitted by: Julie Muller - Grant
			Approved by:
ITEM	QUANTITY	REASON FOR DISCARD	
Short Student Table	1	Legs are broken and is obsolete	
Student Chair	1	Obsolete	
Wooden 2 Shelf Bookcase	1	Wood is splintering over time and is now unsafe	
Brown and black open back student desk	6	Obsolete	

	Discarded Equipment from			
	Linden	Elementary		
Item	Model number	Serial number	Quantity	Reason
Boombox--Califone	2395AV-02	01EF 111005	1	obsolete
Boombox--Califone	2395AV-02	01EF 111008	1	obsolete
Boombox--Califone	2385AV-03	LD 27566	1	obsolete
Boombox--Califone	2385AV	AH00096	1	obsolete
Boombox--Califone	2395AV-02	01EF 111018	1	obsolete
Boombox--Sony	CFD-V5	none	1	obsolete
Boombox--Sony	CFD-V5	none	1	obsolete
Boombox--Sony	CFD-S350	none	1	obsolete
Boombox--Califone Spirit	1776	0201102DL006945	1	obsolete
Boombox--Califone Spirit	1776	0201102DL007020	1	obsolete
Boombox--Califone Spirit	1776	0177601CG169073	1	obsolete
Cassette Player--Califone	3432AV-IR	CD 020225	1	obsolete
Cassette Player--Califone	3430AV	DF 092825	1	obsolete
Cassette Player--Califone	3432AV	EA 150793	1	obsolete
Keyboards--Belkin	F8E206-BLK KB 6868	20603406	3	obsolete



StudentsStudent AttendanceAttendance Policy and Excessive Absenteeism

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

**A. Attendance and Absences.**

1. Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/or death in the family, require advance approval.
  - a. School Excused. Any of the following circumstances that lead to an absence will be identified as a School Excused absence, provided the required attendance procedures have been followed:
    - (1) Impossible or impracticable barriers outside the control of the parent or child prevent a student from attending school. The parent may be required to provide the school with documentation to demonstrate the absence was beyond the control of the parent or child. This could include, but is not limited to documented illness (including physical or mental illness), court, death of a family member, or suspension.
    - (2) Other absences as determined by the principal or the principal's designee.
  - b. Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:
    - (1) Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes vacations or other events that do not meet the criteria for a School Excused absence.
    - (2) Other absences are those in which the parent has not communicated a reason for the student's absence.

2. Absence Procedure. In its Student Information System, the District may identify many different codes that provide greater definition to the circumstances of a child's absence, but all of the codes need to be identified to parents and students as fitting into one of the above defined absence circumstances.
3. Mandatory Ages of Attendance. A child is of mandatory age if the child will reach age 6 prior to January 1 of the then-current school year and has not reached 18 years of age.

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

Exceptions for Older Students. Attendance is also not mandatory for a child who: (1) has obtained a high school diploma by meeting statutory graduation requirements; (2) has completed the program of instruction offered by a school which elects pursuant to law not to meet accreditation or approval requirements; or (3) has reached the age of 16 years and has been withdrawn from school in the manner prescribed by law.

Early Withdrawal for Students Enrolled in Accredited or Approved Schools. A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if an exit interview is conducted and a withdrawal form is signed.

Exit Interview. The process is initiated by a person who has legal or actual charge or control of the child submitting a withdrawal form. The form is to be as prescribed by the Commissioner of Education. Upon submission of the form, the Superintendent or Superintendent's designee shall set a time and place for an exit interview if the child is enrolled in [Name] Public Schools or resides in the [Name] Public School District and is enrolled in a private, denominational, or parochial school.

The exit interview shall be personally attended by:

- The child, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable;
- the person who has legal or actual charge or control of the child who requested the exit interview;
- the Superintendent or Superintendent's designee;
- the child's principal or the principal's designee if the child at the time of the exit interview is enrolled in a school operated by the school district; and
- any other person requested by any of the required parties who agrees to attend the exit interview and is available at the time designated for the exit interview which may include, for example, other school personnel or the child's principal if the child is enrolled in a private school.

At the exit interview, the person making the written request must present evidence that (a) the person has legal or actual charge or control of the child and (b) the child would be withdrawing due to either:

- financial hardships requiring the child to be employed to support the child's family or one or more dependents of the child, or
- an illness of the child making attendance impossible or impracticable.

The Superintendent or Superintendent's designee shall identify all known alternative educational opportunities, including vocational courses of study, that are available to the child in the school district and how withdrawing from school is likely to reduce potential future earnings for the child and increase the likelihood of the child being unemployed in the future. Any other relevant information may be presented and discussed by any of the parties in attendance.

At the conclusion of the exit interview, the person making the written request may sign a withdrawal form provided by the school district agreeing to the withdrawal of the child or may rescind the written request for the withdrawal.

Withdrawal Form. Any withdrawal form signed by the person making the written request shall be valid only if:

- the child also signs the form, unless the withdrawal is being requested due to an illness of the child making attendance at the exit interview impossible or impracticable, and
- the Superintendent or Superintendent's designee signs the form acknowledging that the interview was held, the required information was provided and discussed at the interview, and, in the opinion of the Superintendent or Superintendent's designee, the person making the written request does in fact have legal or actual charge or control of the child and the child is experiencing either (i) financial hardship, or (ii) an illness making attendance impossible or impracticable.

Early Withdrawal for Students Enrolled in an Exempt School (Home Schools). A person who has legal or actual charge or control of a child who is at least 16 but less than 18 years of age may withdraw such child from school before graduation and be exempt from the mandatory attendance requirements if such child has been enrolled in a school that elects not to meet the accreditation or approval requirements by filing with the State Department of Education a signed notarized release on a form prescribed by the Commissioner of Education.

4. Reporting and Responding to Excessive Absenteeism. Any District staff member or board member who knows of any failure on the part of any child of mandatory school attendance age to attend school regularly without lawful reason, shall within three days report such violation to the Superintendent or Superintendent's designee to be the attendance officer. The attendance officer shall immediately cause an investigation into any such report to be made. The attendance officer shall also investigate any case when of his or her personal knowledge, or by report or complaint from any resident of the district, the attendance officer believes there is a violation of the compulsory attendance laws. The school shall render all services in its power to compel such child to attend school
5. Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter which are Not School Excused shall be deemed to have "excessive absences." Such absences shall be determined on a per day (or hourly equivalent) basis for elementary students and on a per class basis for secondary students. When a student has excessive absences, school officials will have verbal or written communication with the person or persons who have legal or actual charge or control of any child.

When a student continues thereafter to have absences of at least twenty days which are Not School Excused, one or more meetings will be held between the school, the child's parent or guardian, and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall include, if agreed to by the person who is responsible for making educational decisions on behalf of the child, an educational evaluation to determine whether any intellectual, academic, physical, or social-emotional barriers are contributing factors to the lack of attendance. The plan shall also consider, but not be limited to:

- (a) The physical, mental, or behavioral health of the child.
- (b) Educational counseling;
- (c) Referral to community agencies for economic services;
- (d) Family or individual counseling; and
- (e) Assisting the family in working with other community services.

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

6. Reporting Excessive Absenteeism to the County Attorney.

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

Legal Reference: Neb. Rev. Stat. Sections 79-201 and 79-209

Date of Adoption: June 10, 2024

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. \_\_\_\_\_ The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall

document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

e. \_\_\_\_\_ A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required

to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any

Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

- h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing may be held, upon a parent's timely request, and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement

of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
  3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.

7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.

16. Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring 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.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

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

or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the 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:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. Clothing or jewelry that is gang related.

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration.

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.

2. Academic Integrity.
  - a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student’s level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
- (1) “Cheating” means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:
    - (a) Tests (includes tests, quizzes and other examinations or academic performances):
      - (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
      - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
      - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
      - (iv) Use of Other Student to Take Test. Having another person take one’s place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
      - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the

student's real reason for missing class was because the student was not prepared for the test.

(b) Papers (includes papers, essays, lab projects, and other similar academic work):

i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.

(ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.

(iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

(iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.

(v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.

(c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.

(2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:

- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
  - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

#### E. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which

may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school Board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

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.

Legal Reference: Neb. Rev. Stat. Sections 79-254 to 79-296  
LB 43 (2024)

Date of Adoption: June 10, 2024

StudentsAnti-Bullying Policy

One of the missions of the District is to provide a physically safe and emotionally secure environment for students and staff.

The administration and staff are to implement strategies and practices to reinforce and encourage positive behaviors by students. Positive behaviors include non-violence, cooperation, teamwork, understanding, and acceptance of others.

The administration and staff are to implement strategies and practices to identify and prevent inappropriate behaviors by all students, including anti-bullying education for all students. Inappropriate behaviors include bullying, intimidation, and harassment. Bullying means any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by the school being used for a school purpose by a school employee or designee, or at school-sponsored activities or school-sponsored athletic events.

The school district shall review the anti-bullying policy annually.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,137  
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to  
79-296  
NDE February 2003 State Board Action; Reaffirmed  
December 2005

Date of Adoption: June 10, 2024

**AUTOMATED EXTERNAL DEFIBRILLATOR  
AEDs**

The Fremont Public Schools Board of Education as a policy matter has authorized placement of Automated External Defibrillators in the schools, with one or more additional portable AEDs available for use at athletic events.

The administration shall develop administrative guidelines for distribution and use of AEDs. The guidelines shall provide that AEDs be acquired and used consistent with applicable law, for the notification to emergency medical providers of the location of the device or any change in location; for properly maintaining and testing the devices; for the training of designated employees in their use; and for other appropriate plans and protocols for the AEDs.

**Adopted: October 15, 2007**

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**Reviewed: June 12, 2023**

**Reviewed: June 10, 2024**

## Administrative Guidelines for AEDs in Fremont Public School Facilities

### Distribution and Placement

Sudden cardiac arrest (SCA) is an electrical malfunction of the heart. It strikes suddenly, often without prior symptoms. A shock to the heart from an Automated External Defibrillator (AED) can restore a heart's rhythm for someone in SCA, which has been caused by ventricular fibrillation.

AEDs will be distributed to schools within the District as follows:

High School		
West Gym	1	
Trainer	1	
Coaches	2	(To be used at events in other communities)
Auditorium	1	
Science Wing	1	
Office/Nurse	1	
Middle School		
Office	1	
Nurse	1	
Gymnasium	1	
Coaches	2	(To be used at events in other communities)
Elementary Schools		
Gymnasiums	7	
Davenport	1	
Johnson Crossing	3	(One in cafeteria and one in each pod)
Lenihan Building	1	
Main Street Center	4	
Maintenance & Transportation	1	

The placement of AEDs should take into consideration access for school and community activities with consultation of Fremont Fire and Rescue and the following guidelines:

- Each AED should be secured in a wall cabinet.
- AEDs should not generally be placed in locked rooms or areas which limit availability after school hours unless another unit or units are available.

- Signs with directions to access the AED should be posted in designated areas in the building where students or staff gather.
- AEDs designated for use in the school buildings will not be taken on field trips or other activities away from the school.
- The Athletic Director will be responsible for designation of athletic events at which portable AEDs are to be taken. Designation of the events at which the portable AEDs will be taken is to be determined based on consideration of the likelihood of a SCA occurring at the event (e.g. more participants; more spectators; and more strenuous or physical contact activity; equals greater likelihood of a SCA) and of the presence at the event of AED trained staff.
- The Executive Director of Business and Support Services is responsible for notifying the local emergency medical service of the existence, location, and type of defibrillator, and of any change in the location of such defibrillator. For portable AEDs, the primary site where the AED is located is to be reported.

### **AED Maintenance and Use**

The following are guidelines on the maintenance and use of AEDs:

- AEDs should be maintained and tested in accordance with the operational guidelines of the manufacturer and monitored by the school nurse.
- The school nurse, to assure it is in proper working order and ready for use, should inspect the AED, on a regular basis, at least at the beginning of each school quarter when practicable and a log of such equipment check should be maintained in the office of the School Nurse.
- AEDs should be stored in wall-mounted cases.
- All AED pads exceeding the manufacturer's recommended shelf life should be replaced.
- All AED batteries exceeding the manufacturer's recommended shelf life should be replaced.

### **Operating Procedures**

Unless the medical condition of the person experiencing or believed to be experiencing a SCA and/or circumstances dictate otherwise, the following standing guidelines for emergency response to cardiac arrest should be followed:

- Assess the patient (ABCs).
- Call 911 and get the AED. Report to dispatcher the person's status (unresponsive, not breathing, no pulse). Inform dispatcher if CPR is being performed and if an AED is being used.
- Administer CPR until AED arrives
- Continue as per CPR/AED training.

- Adult pads are used for persons over the age of 8 years and/or over 55 pounds. Pediatric pads are used for persons under 8 years and/or under 55 pounds.

The use of AEDs is to be in accordance with Health and Human Services AED Protocol<sup>1</sup>

#### Considerations:

If the “No Shock Advised” prompt is heard after three consecutive analyze steps continue CPR and prepare for transport via EMT for higher level care.

- Notify parent/guardian as soon as reasonably possible upon signs of an emergency. If trained designated staff is involved, personnel not administering emergency treatment should make the contact.
- During the instructional day, the AED should be administered only by designated staff, certified in CPR/AED, when emergency events occur resulting from cardiac arrest, provided such staff are readily available.
- After the instructional day and on weekends the AEDs should be on the premises and reasonably available for members of the community who self-identify themselves as trained and qualified personnel to use an AED.

### **AED Training and Implementation**

- A. The following persons are required to have current CPR/AED certification:
  1. School Nurses
  2. Athletic Trainers
  3. Coaches and Assistant (Varsity) Coaches
- B. It is recommended that the following staff be included in the training:
  1. Administrators
  2. Physical Education Teachers
  3. Security Personnel
  4. Custodial Staff
- C. Training will be implemented and completed within a reasonable time period following acquisition of the AEDs, and for new employees, within a reasonable time period upon beginning employment. CPR/AED classes should be scheduled with consideration of staff availability and time.
- D. Certified CPR/AED instructors will provide the CPR/AED training.
- E. Parents, guardians and emancipated students should be notified that in the event of a cardiac arrest, designated staff certified in CPR/AED or others may

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<sup>1</sup> HHS's AED Protocol: <http://www.hss.state.ne.us/crl/rcs/ems/protocols.pdf> (page 5).

utilize an AED. In the first year following acquisition of the AEDs, the notice will be placed in the school's student handbook.

The school nurse should:

- Maintain a current list of building staff certified in CPR/AED. A listing should be provided to the Principal and the Health Office.
- (Consideration should be given to posting names in lounges, cafeterias, offices, etc. for emergency access.)
- Demonstrate annually the procedure for using an AED to building staff and how to access.

#### F. Purchasing AEDs and Replacements

- All requests for AEDs and replacement supplies should be processed through the Business Office.
- Health Services should keep a set of pads for replacement when an AED has been used.
- All AEDs should meet district specifications.
- All AEDs should be of the same model and manufacturer.
- All AEDs should be labeled with a barcode.
- When using an AED trainer, do not remove the seals. Simulate placement.

#### G. Actions Following Administration of AED

As soon as reasonably possible following the use of an AED, the designated staff certified in CPR/AED should complete an AED Emergency Form (see attached).

The school nurse should review the documentation, sign the form, file and/or submit the information within 24 hours or as soon as reasonably possible following the incident. If the person is a student, a copy should be filed in the student's health record. A copy should be sent to the Supervisor of Health Services. A copy should be sent to the Executive Director of Business and Support Services for risk management purposes.

#### H. Periodic Review

The guidelines should be discussed or reviewed annually and reported to the Board of Education by the Superintendent of Schools. Input for consideration of possible revisions should be provided by:

- Representatives from the Fremont Fire Department
- Supervisor of Health Services
- AED Product Representative
- Staff who used an AED for an emergency response during the prior year

**Fremont Public Schools**

**AED (Automated External Defibrillator) Emergency Form**

Date of incident: \_\_\_\_\_ Time: \_\_\_\_\_ a.m. \_\_\_\_\_ p.m.

Name of person on whom AED used: \_\_\_\_\_  
 M  F Age, if known: \_\_\_\_\_

Briefly describe precipitating events:  
\_\_\_\_\_

**Step 1 Initial Assessment (check box or complete as indicated)**

Pulse \_\_\_\_\_ Responds  Yes  No

Skin Color (pale, blue, etc.) \_\_\_\_\_ Chest or Arm Pain  Yes  No

Breathing/Respirations \_\_\_\_\_ Headache  Yes  No

Blood Pressure (if available) \_\_\_\_\_ Anxious/Restless  Yes  No

**Step 2 Time 911 was called** \_\_\_\_\_

**Step 3 CPR/AED Administration – Record Approximate Times:**

CPR initiated at: \_\_\_\_\_

AED applied at: \_\_\_\_\_

Number of shocks delivered: \_\_\_\_\_

**Step 4 Transport**

Time EMS Arrived: \_\_\_\_\_ Transported To: \_\_\_\_\_

Name Parent/Guardian Notified: \_\_\_\_\_ Time: \_\_\_\_\_

If Parent/Guardian not reached, name of Emergency Contact: \_\_\_\_\_  
Time: \_\_\_\_\_

**Step 5 Post Assessment (Upon Transport)**

Pulse \_\_\_\_\_ Breathing/Respirations \_\_\_\_\_

Skin Color (pale, blue, etc.) \_\_\_\_\_

Response \_\_\_\_\_

Complaints \_\_\_\_\_

Signatures of Initial Responders:

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Name of Emergency Responders and/or Squad Number: \_\_\_\_\_

School Nurse \_\_\_\_\_ Date \_\_\_\_\_

## PARENT ENGAGEMENT

The Fremont Public Schools believes that parent involvement is necessary in order to develop a total learning community for students of all ages. To facilitate this process, the Board of Education directs the administration to develop, with involvement of parents, a set of regulations that meet the legal requirements of the State, and the goals of the school district. Further, the Board of Education directs the administration to implement these regulations and review them annually.

### **Guidelines and Regulations:**

Each school site will establish and regularly meet with a group of representative parents (PTA and/or parent advisory groups) to discuss school goals, school activities, and those areas of education designed for the improved learning of students.

Each school administration will establish with the representative group of parents, a method of communication to keep parents informed of school activities and practices affecting their children as well as those activities children are involved in.

Annually, each site will conduct an assessment of its parent/community involvement program. This assessment will be the basis for setting the parent involvement goals for the next twelve (12) months.

Annually, the school site leaders will review with parents all policies regarding parent rights, access, exclusion, and involvement with 1) testing information, 2) textbook selection, 3) curriculum materials determination, 4) course monitoring, 5) attendance at assemblies, 6) counseling sessions, 7) instructional activities, and 8) access to records policy.

Each school site leader will include parent representatives in site decision making councils and training sessions associated with these councils.

Annually, site leaders review general site budgets and general site personnel selection results used by sites in the operation of the schools.

Each site will work with parents in assorted volunteer programs to assist with partnerships, field trips, classroom and other instructional related activities.

During the development of the annual School Calendar, at least two parent representatives will be invited by the Superintendent or designee to serve on the Calendar Committee. These individuals will serve to provide parent input to the Committee.

Each site may have a volunteer parent serve as a Parent Involvement Coordinator for the site. Each site council would develop a duty list and schedule for the individual. This person would work with various activities and partnerships that pertain to site and parents working together.

**Author: R. Nolin**

**Adopted: August, 1995**

**Legal Review: Spring, 1995**

**Reviewed: July 13, 1998**

**Revised: September 12, 2011**

**Reviewed: July 14, 2014**

**Reviewed: June 8, 2015**

**Reviewed: June 13, 2016**

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**Reviewed: June 11, 2018**

**Reviewed: June 10, 2019**

**Reviewed: July 13, 2020**

**Reviewed: June 21, 2021**

**Reviewed: June 13, 2022**

**Reviewed: June 12, 2023**

**Reviewed: June 10, 2024**

**STUDENT FEES**

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

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska State Constitution and Nebraska statutes. The District also provides activities, programs, and services that extend beyond the minimum level of constitutionally required free instruction. Under the Public Elementary and Secondary Student Fee Authorization Act, the District is permitted to charge students fees for these activities or to require students to provide specialized equipment and attire for certain purposes. This policy is subject to further interpretation or guidance by administrative or board regulations. Students are encouraged to contact their building administration, their teachers or their coaches, and sponsors for further specifics.

Extracurricular activities mean those student activities or organizations that: (1) are supervised or administered by the District; (2) do not count toward graduation or advancement between grades; and (3) are not otherwise required by the District.

Post-secondary education costs refer to tuition and other fees associated with obtaining credit from a post-secondary educational institution.

Students and their parents have historically contributed to the District's efforts to provide such activities, programs, and services. Such student and parent contributions have included: students coming to school with the basic clothing and personal supplies to be successful in the classroom (clothing, shoes, pencils, pens, paper, notebooks, calculators, and the like), students bringing their own or paying the reasonable cost of specialized equipment or supplies for the personal preference or personal retained benefit of students (for example, band and orchestra equipment, locker deposit or rental fees, shop class materials where the student keeps the product, and college tuition or fees for college credit for advanced placement courses or correspondence courses), students providing their own specialized clothing and equipment to be prepared for the extracurricular activities in which they choose to participate (sporting apparel, including shoes, undergarments, and the like), and assisting with special programs, such as field trips, summer school, school dances and plays. The District's general policy is to continue to encourage and to require, to the extent permitted by law, such student and parent contributions to enhance the educational program provided by the District.

(1) Guidelines for Clothing Required for Specified Courses and Activities

Students are responsible for complying with the District's grooming and attire guidelines and for furnishing all clothing required for any special programs, courses or activities

in which they participate. The teacher, coach, or sponsor of the activity will provide students with written guidelines that detail any special clothing requirements and explain why the special clothing is required for the specific program, course or activity.

(2) Safety Equipment and Attire

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

(3) Personal or Consumable Items

The District will provide students with facilities, equipment, materials and supplies, including books. Students are encouraged to supply their own personal or consumable items for participation in courses and activities including, but not limited to, pencils, paper, pens, erasers and notebooks so long as those items comply with the requirements of the District. Students are responsible for the careful and appropriate use of school property. Students will be charged for damage to school property caused by the student and will be held responsible for the reasonable replacement cost of any school property that they lose or damage.

(4) Materials Required for Course Projects

The District will provide students with the materials necessary to meet course requirements, and enable all students, depending upon their performance, the opportunity to achieve the highest grade possible for the course. In courses where students produce a project that requires more than minimal cost for materials, the finished product will remain the property of the District unless the students either furnish or pay for the reasonable cost of materials required for the course project. Students must furnish musical instruments for participation in optional music courses that are not extracurricular activities. Use of a musical instrument without charge is available under the District's fee waiver policy (Section 12); however, the District is not required to provide for the use of a particular type of musical instrument for any student.

(5) Extracurricular Activities – Specialized Equipment or Attire

The District may charge students a fee to participate in extracurricular activities to cover the District's reasonable costs in offering such activities. The District may require students to furnish specialized equipment and clothing that is required for participation in extracurricular activities, or may charge a reasonable fee for the use of District-owned equipment or attire. Attached to this policy is a list of the fees charged for particular activities. The coach or sponsor may provide students with additional written guidelines detailing the fees charged, the equipment and/or clothing required, or the usage fee charged. The guidelines will explain the reasons that fees, equipment and/or clothing are required for the activity. 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 and school sponsored student organizations 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, mouthpieces, 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 extra-curricular activities or for paying a reasonable usage cost for such equipment or attire.

For music courses that are 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.

(6) Extracurricular Activities – Fees for Participation

The District generally charges fees for participation in extracurricular activities and these are enumerated herein.

(7) Post-secondary Education Costs

Students are responsible for post-secondary education costs. For a course in which students receive high school credit and for which the student may also receive post-secondary education credit, the course shall be offered without charge except for tuition and other fees associated with obtaining credits from a post-secondary education institution.

(8) 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.

(9) 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.

(10) Participation in Before-and-After-School or Pre-kindergarten Services

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

(11) Participation in Summer School or Night School

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

(12) 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.

(13) 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 the 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.

(14) 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 in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.

(15) 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, and will serve as a depository for all monies collected from students subject to the Student Fee Fund. Funds subject to the Student Fee Fund consist of money collected from students for (1) participation in extracurricular activities, (2) post-secondary education costs, and (3) summer school or night school. Monies in the Student Fee Fund shall be expended only for the purposes for which they were collected from students.

(16) Optional Device Maintenance Program Replace & Repair Computing Devices

### **CERTIFICATION**

On the 12th day of June, 2023 the School Board held a public hearing at a meeting of the School Board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students accounted for at that time, and the use of waivers provided in the student fee policy for the 2022-2023 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.

\_\_\_\_\_  
Superintendent or Other Authorized School Official

Legal References:

Neb. Rev. Stat 79-2,125 to 79,134

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 pre-kindergarten services)

Neb. Rev. Stat. §§79-1106 to 79-1108.03 (accelerated or differentiated curriculum program)

**Adopted: November 9, 1987**

**Revised: June 17, 2002**

**Revised: July 21, 2003**

**Revised: July 18, 2005**

**Reviewed: July 17, 2006**

**Reviewed: July 16, 2007**

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**Revised: August 17, 2009**

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**Revised: June 9, 2014**

**Reviewed: June 8, 2015**

**Revised: June 13, 2016**

**Revised: June 12, 2017**

**Revised: June 11, 2018**

**Revised: June 10, 2019**

**Revised: July 13, 2020**

**Revised: June 21, 2021**

**Revised: June 13, 2022**

**Revised: June 12, 2023**

**Reviewed: June 10, 2024**

### **Administrative Regulation to Policy 53C.4**

The administrative procedure was developed to provide guidelines, clarification, and assistance for those individuals responsible for implementation of Board Policy 53C.4. The following list represents the fees charged of students and the kinds of supplies and materials students are expected to provide for participation in various programs and activities. The student fee policy and guidelines will be published annually in the Student Handbook.

Minor personal and/or consumable items are requested of all students. Teachers may ask parents to voluntarily supply various personal or consumable items for use in school. The following list provides an example of the types of items that may be considered personal or consumable.

Pencils, colored pencils, pens, paper, graph paper, facial tissues, athletic shoes, tablets, notebooks, activity calendars, organizers, planners, crayons, markers, erasers, blunt end scissors, Elmer's Glue (other types may create usage difficulties), glue, white out, highlighters, school box to hold supplies, compass, protractor, calculator, blank computer disks, blank audio or video tapes, reeds for musical instruments, make-up kits for drama.

Fines will be charged for books damaged in excess of what would be considered normal wear-and-tear. Fees will be charged for lost or retained books, uniforms normally provided by the District, and lost or retained equipment. The waiver option does not apply to these charges.

Attendance at summer school is optional, as is participation in summer driver education and summer band. Therefore, for the following examples of summer programs, **the waiver option does not apply.**

<b><u>Summer Programs</u></b>	<b><u>Fee</u></b>
High School Summer School	
· Resident (per 5 credit course)	\$150
· Non-resident	\$210
 <b><u>Lunch Program</u></b>	
Grades K - 4	\$ 2.00
Grades 5 - 6	\$ 2.25
Middle School	\$ 2.35
High School	\$ 2.40
Reduced Lunch	\$ .40
Breakfast	\$ 1.30
Reduced Breakfast	\$ .30

**ELEMENTARY SCHOOL (K–4) (waiver option does not apply unless specifically noted)**

- Fines/fees may be charged, as indicated herein, for lost, stolen, or damaged books or materials.
- Prior to the commencement of the school year, each school publishes a listing of supplies requested of parents by that school.

**Johnson Crossing Academic Center (5-6)**

- Activity Card (\$30.00) – covers admission to all home HIGH SCHOOL athletic events except Conference, District or State contests. Fee Waiver does not apply!!
- Participation Fee (\$15.00) – One-time fee that permits the student to participate in all 5<sup>th</sup>/6<sup>th</sup> grade Intramural Athletic activities. Fee Waiver applies.

**MIDDLE SCHOOL (7–8) (waiver option does not apply unless specifically noted)**

- Fees charged for materials taken home
- Physical Education
- Student Activity Ticket
 

Fee covers admission to Middle School & High School athletic events	\$30.00
---	---------
- Student Participation Fee
 

Admission to High School athletic events <b><i>and</i></b> participation in athletics	\$60.00
---	---------
- Participation in extracurricular activities (waiver option applies) \$30.00
- Optional Device Maintenance Program
 

	Full	\$20.00
	Free & Reduced	\$10.00

**HIGH SCHOOL (waiver option does not apply unless specifically noted)**

- Student Parking Tag – Provides admission to school parking areas, no space is guaranteed available and purchase is not required. \$ 5.00
- Student Activity Ticket \$30.00

Fee covers admission to High School & Middle School athletic events
---
- Student Participation Fee
 

Admission to High School athletic events <b><i>and</i></b> participation in athletics	\$60.00
---	---------
- Participation in extracurricular activities (waiver option applies) \$30.00

Participation in extracurricular activities (waiver option applies)

Optional Device Maintenance Program	Full	\$20.00
	Free & Reduced	\$10.00
Non-FPS Resident Host Family Foreign Exchange Student Tuition		\$10.00

The following extracurricular activities require ***specialized equipment or specialized attire to be provided by participating students***. *Eligible for waivers unless the student wishes to keep the uniform at the end of the season in which case payment will be required.*

<b><u>Activity</u></b>	<b><u>Description</u></b>
Cheerleading	Cheerleading Uniform
Flag Team	Flag Team Uniform
Dance Team	Performance Uniform

Participation in the above three organizations requires participation in team-building activities, fund-raisers, and similar events. Failure to participate in such activities will result in appropriate consequences that may include forfeiture of membership on the team.

Golf	Golf Clubs, Bag, Tees, Balls
Track	Track Shoes
Swimming	Swim Team Uniform, Goggles, and Cap
Football	Football Shoes, Protective Mouthpiece
Wrestling	Wrestling Shoes

Students may apply for waivers of fees for the five activities listed immediately above.

The Student Fee Policy and guidelines will be published annually in the Student Handbook.

**High School Admission Fees:**

Varsity Football, Volleyball, Basketball, Track, Wrestling, Softball, Soccer

Adults	\$ 7.00
Students K-12, no activity ticket – with ID	\$ 5.00
FPS student K-12 with activity ticket	\$ 0.00
Visiting students K-12 with ID	\$ 5.00

Non-Varsity Athletic Activities General Admission – Adults	\$7.00
Students K-12, no activity ticket – with ID	\$5.00
FPS student K-12 with activity ticket	
Visiting students K-12 with ID	\$5.00

Elementary Athletic Tickets (K- 6) \$30.00

Homecoming Dance per person \$5.00 per person

Junior-Senior Prom \$10.00 per person

Cap and Gown Purchase\$ 65.00 (depending on charges from vendor)

**Middle School Admission Fees**

Adults	\$2.00
FPS Students without ID	\$1.00
FPS Students with ID	\$0.00
Visiting Students	\$1.00

**Student Fee Waiver Procedures**

The Board recognizes that while certain fees, specialized equipment, specialized attire, or project materials are appropriate and authorized some students and their families are not financially able to afford them. The School District will grant waivers upon request to students of families eligible for free or reduced price meals under the Federal Child Nutrition program. Parents of students who wish to obtain a waiver of fees may do so by obtaining a fee waiver form from the Office of the Principal of the school their child(ren) attend, providing the required information and completing the necessary forms. Such waiver request must be made for any and all events, activities, or classes no later than the last Friday in September, by the Friday of the fourth week following enrollment of the student in Fremont Public Schools, or by the Friday of the fourth week when a student formerly not eligible for a waiver becomes eligible (free or reduced price lunch as provided under the United States Department of Agriculture Child Nutrition Program). Waivers will not be approved retroactively for fees previously paid or specialized items, attire, or project materials purchased by students. Only those fees and items eligible for waivers as required by state statute shall be waived.

**Fremont Middle School  
Athletic Equipment Requirements**

<b>Fall Boys Football</b>			<b>Fall Girls Volleyball</b>		
<i>Item</i>	<i>Furnished</i>	<i>Choice</i>	<i>Item</i>	<i>Furnished</i>	<i>Choice</i>
Athletic supporter		X	Game jersey	X	
Belt	X		Knee pads		X
Butt pad	X		Shoes		X
Game jersey	X		Shorts		X
Game pants	X		Socks		X
Helmet	X		Sports bra		X
Hip pads	X				
Knee pads	X				
Protective	X				
Mouthpiece	X				
Optional pads		X			
Practice jersey	X				
Practice pants	X				
Shoes		X			
Shoulder pads	X				
Socks		X			
Thigh pads	X				
<b>Fall Boys Cross Country</b>			<b>Fall Girls Cross Country</b>		
<i>Item</i>	<i>Furnished</i>	<i>Choice</i>	<i>Item</i>	<i>Furnished</i>	<i>Choice</i>
Athletic Supporter		X	Sports bra		X
Meet Jersey	X		Meet Jersey	X	
Shorts		X	Shorts		X
Shoes		X	Shoes		X
Socks		X	Socks		X
<b>Winter Boys Basketball</b>			<b>Winter Girls Basketball</b>		
<i>Item</i>	<i>Furnished</i>	<i>Choice</i>	<i>Item</i>	<i>Furnished</i>	<i>Choice</i>
Athletic supporter		X	Game jersey	X	
Game jersey	X		Shoes		X
Shoes		X	Shorts		X
Shorts		X	Socks		X
Socks		X	Sports bra		X
<b>Boys Wrestling</b>			<b>Girls Wrestling</b>		
<i>Item</i>	<i>Furnished</i>	<i>Choice</i>	<i>Item</i>	<i>Furnished</i>	<i>Choice</i>
Athletic supporter		X	Sports bra		X
Shoes		X	Shoes		X
Shorts		X	Shorts		X
Singlet	X		Singlet	X	
Socks		X	Socks		X
Sweat top	X		Sweat top	X	

<b>Spring Boys Track</b>			<b>Spring Girls Track</b>		
<i>Item</i>	<i>Furnished</i>	<i>Choice</i>	<i>Item</i>	<i>Furnished</i>	<i>Choice</i>
Athletic supporter		X	Competition jersey	X	
Competition jersey	X		Shoes		X
Shoes		X	Shorts		X
Shorts		X	Socks		X
Socks		X	Sports bra		X
Sweat bottom	X		Sweat bottom	X	
Sweat top	X		Sweat top	X	
<i>All athletic equipment, facilities and transportation specific to each sport is furnished by the district (i.e. balls, tees, scrimmage vests, nets, and field/court/track).</i>					

**Fremont High School  
Athletic Equipment Requirements**

<b>FOOTBALL</b>	<i>Furnished</i>	<i>Choice</i>	<b>VOLLEYBALL</b>	<i>Furnished</i>	<i>Choice</i>
Belt	X		Game Jersey	X	
Game Jersey	X		Game Short	X	
Game Pant	X		Knee Pads		X
Helmet	X		Shoes		X
Hip Pads	X		Shorts		X
Knee Pads	X		Socks		X
Protective	X		Sports Bra		X
Mouthpiece					
Optional Pads		X			
Practice Jersey	X		<b>BOYS TENNIS</b>	<i>Furnished</i>	<i>Choice</i>
Practice Pant	X		Athletic Supporter		X
Rib Pads	X		Meet Jersey	X	
Shoes		X	Meet Short		X
Shoulder Pads	X		Shoes		X
Socks		X	Socks		X
Supporter		X	Tennis Racket		X
Tail Bone Pad	X		Warmup Top	X	
Thigh Pads	X				
			<b>GIRLS GOLF</b>	<i>Furnished</i>	<i>Choice</i>
<b>SOFTBALL</b>	<i>Furnished</i>	<i>Choice</i>	Varsity Bags	X	
Bats	X		Golf Clubs		X
Batting Gloves		X	Golf Gloves		X
Batting Helmets	X		Meet Shirts	X	
Catchers Equip	X		Shoes		X
Game Uniforms	X		Socks		X
Gloves		X			
Shoes		X	<b>BOYS BASKETBALL</b>	<i>Furnished</i>	<i>Choice</i>
Socks		X	Athletic Supporter		X
Sports Bra		X	Game Jersey	X	
Visors	X	X	Game Short	X	
			Game Warmup	X	
<b>B &amp; G SWIMMING</b>	<i>Furnished</i>	<i>Choice</i>	Practice Jersey	X	
Meet Suits		X	Practice Short		X
Sanitary Issues			Shoes		X
Goggles		X	Socks		X
Meet Warmups	X				
			<b>BOYS GOLF</b>	<i>Furnished</i>	<i>Choice</i>
<b>GIRLS SOCCER</b>	<i>Furnished</i>	<i>Choice</i>	Varsity Bags	X	
Game Jerseys	X		Golf Clubs		X
Game Shorts	X		Golf Gloves		X
Game Warmup	X		Meet Shirts	X	
Goalie Gloves	X		Shoes		X
Practice Shirt		X	Socks		X
Practice Short		X			
Shin Guards		X	<b>GIRLS TENNIS</b>	<i>Furnished</i>	<i>Choice</i>

Shoes		X	Meet Uniform	X	
Socks		X	Shoes		X
Sports Bra		X	Socks		X
			Sports Bra		X
<b>BOYS TRACK</b>	<i>Furnished</i>	<i>Choice</i>	Tennis Racket		X
Athletic Supporter		X	Warm-up Top	X	
Meet Jersey	X				
Meet Short	X		<b>GIRLS CROSS COUNTRY</b>	<i>Furnished</i>	<i>Choice</i>
Shoes		X	Meet Jersey	X	
Socks		X	Meet Short	X	
Warm-up Bottom	X		Shoes		X
Warm-up Top	X		Socks		X
			Sports Bra		X
<b>BOYS CROSS COUNTRY</b>	<i>Furnished</i>	<i>Choice</i>	Warm-up Bottom	X	
Athletic Supporter		X	Warm-up Top	X	
Meet Jersey	X				
Meet Short	X		<b>BOYS AND GIRLS WRESTLING</b>	<i>Furnished</i>	<i>Choice</i>
Shoes		X	Athletic Supporter		X
Socks		X	Head Gear	X	
Warm-up Bottom	X		Meet Singlet	X	
Warm-up Top	X		Meet Warm-ups	X	
			Shoes		X
<b>GIRLS BASKETBALL</b>	<i>Furnished</i>	<i>Choice</i>	Shorts		X
Game Jersey	X		Sports Bra		X
Game Short	X		Socks		X
Game Warm-up	X				
Practice Jersey	X		<b>BOYS SOCCER</b>	<i>Furnished</i>	<i>Choice</i>
Practice Short		X	Athletic Supporter		X
Shoes		X	Game Jerseys	X	
Socks		X	Game Shorts	X	
Sports Bra		X	Game Warm-up	X	
			Goalie Gloves	X	
<b>GIRLS TRACK</b>	<i>Furnished</i>	<i>Choice</i>	Practice Shirt		X
Meet Jersey	X		Practice Short		X
Meet Short	X		Shin Guards		X
Shoes		X	Shoes		X
Socks		X	Socks		X
Sports Bra		X			
Warm-up Bottom	X				
Warm-up Top	X				

<b>Unified Bowling</b>			<i>All athletic equipment, facilities and transportation specific to each sport is furnished by the district (i.e. balls, tees, scrimmage vests, nets, and field/court/track).</i>
Item	Furnished	Choice	
Bowling Shirts	X		
Team Shirt	X		
Bowling Shoes	X		
Pants (must be black)		X	
Socks		X	

<b>UNIFIED TRACK</b>	<i>Furnished</i>	<i>Choice</i>
Meet Jersey	X	
Meet Short	X	
Shoes		X
Socks		X
Warm-up Bottom	X	
Warm-up Top	X	

<b>Bowling</b>		
Item	Furnished	Choice
Meet Shirt	X	
Bowling Shoes	X	
Pants (Must be black)		X
Socks		X
Bowling Ball		X

<b>Baseball</b>	<i>Furnished</i>	<i>Choice</i>
Bats	X	
Batting Gloves		X
Batting Helmets	X	
Catchers Equip	X	
Game Uniforms	X	
Gloves		X
Shoes		X
Socks		X
Hat	X	X

ANY FEES FOR ANY OTHER ACTIVITIES SUCH AS MUSICALS, PLAYS, OR SIMILAR EVENTS SHOULD BE LISTED.

## Student Fee Waiver Application

The Board recognizes that while certain fees, specialized equipment, specialized attire, or project materials are appropriate and authorized, some students and their families are not financially able to afford them. The school district will grant waivers upon request to students of families eligible for free or reduced price meals under the Federal Child Nutrition Program. If you would like the school district to waive specific student fees for your child, you **must** complete this form in its entirety and submit it, along with any required documentation, to the office of the Building Principal.

### Student Fee Waiver Procedures

If you are interested in receiving assistance for your child for any of the programs below, you can simply **check the appropriate box(es) below and sign**. Your child's eligibility will be automatically shared with the programs you selected. (Note: The only information that will be shared is your child's eligibility for free or reduced price meals. The personal and financial information contained on the free and reduced price meal application form **will not** be shared. Not sharing this information will in no way affect your child's status in the Free and Reduced Price Meal Program). Such waiver request must be made for any and all programs covered by this program no later than the last Friday in September; by the Friday of the fourth week following enrollment of a student in Fremont Public Schools; or by the Friday of the fourth week when a student not formerly eligible for a waiver, becomes eligible (free or reduced lunch as provided under the United States Department of Agriculture child nutrition program). Waivers will not be approved retroactively for fees previously paid for specialized items, attire or project materials purchased by students. Only those fees and items eligible for waivers as required by state statute shall be waived. Any clothing, equipment, or other materials used in connection with this waiver will remain the property of the school district.

\* \* \* \* \*

By signing below I agree to permit my child's \_\_\_\_\_ eligibility in the free and reduced price meals program to be shared with the program areas checked below: (Complete a separate form for each child)

- \_\_\_\_ Field Trips
- \_\_\_\_ Activity Fees/Athletic Teams/Clubs/Band & Vocal Music
- \_\_\_\_ Transportation
- \_\_\_\_ All Programs/Services Where Assistance May be Available

\_\_\_\_\_  
(Signature of Parent/Guardian)



## JOHNSON CROSSING ACADEMIC CENTER

200 Johnson Road  
Fremont, NE 68025  
402-721-2003  
(fx) 402-721-2037

5/29/2025

For the 2024-2025 school year, Johnson Crossing Academic Center had 125 fifth and sixth grade students participate in at least one sport. Of the 125 students, 112 paid the \$15 participation fee and 13 students used the Student Fee Waiver to participate. The 112 students who paid included 1 student who had a waiver on file which could have been used. Sports offered at Johnson Crossing are flag football, volleyball, basketball and track.

Of the 13 students who did use the waiver, 8 students were 5<sup>th</sup> graders and 5 students were 6<sup>th</sup> graders. Total amount of waiver fees if paid (\$15 each) by students would have been \$195.00.

Sincerely,

Sheri Holcomb  
Office Associate  
Johnson Crossing Academic Center



# JOHNSON CROSSING ACADEMIC CENTER

200 Johnson Road  
Fremont, NE 68025  
402-721-2003  
(fx) 402-721-2037

5/29/2025

The following students paid either a \$15 fee or had a waiver on file to participate in sports at Johnson Crossing Academic Center for the 2024-2025 school year. Also listed is the number of students who paid \$30 for an Activity/Athletic Pass.

	<u># of Students</u>	<u>Fees Collected</u>	<u>Fees Waived</u>	<u>Total Fees Collected</u>
5 <sup>th</sup> Grade Students who paid the \$15 Participation Fee	55	\$825		\$825
5 <sup>th</sup> Grade Students who used a Waiver to Participate	8		\$120	
6 <sup>th</sup> Grade Students who paid the \$15 Participation Fee (Included in the 57 is 1 student who paid and had a waiver on file)	57	\$855		\$855
6 <sup>th</sup> Grade Students who used a Waiver to Participate	5		\$75	
<b>Total Collected for Participation Fees -- \$1,680</b>				
<b>Total Fees Waived to participate in sports -- \$195</b>				

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& 6 <sup>th</sup> grade students who paid \$30 for Activity/Athletic Pass (This fee goes to the High School since this fee includes FHS events)	13	\$390		\$390
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Sincerely,

Sheri Holcomb  
Office Associate  
Johnson Crossing Academic Center



## FREMONT MIDDLE SCHOOL

540 Johnson Road  
Fremont, NE 68025  
402-727-3100  
(fx) 402-727-3963

May 27, 2025

For the 2024-25 school years, Fremont Middle School had 224 seventh and eighth grade students participate in at least one sport. Of the 224 students, 121 students paid the \$30.00 participation fee and 103 students used the Student Fee Waiver to participate. Included with the 121 students who paid, were 6 students who paid but had a waiver on file that could have been used. Sports offered at the Fremont Middle School are football, cross country, volleyball, basketball, wrestling and track.

Of the 103 students who did use the waiver, 56 students were 7<sup>th</sup> graders and 47 students were 8<sup>th</sup> graders. Total amount of waiver fees if paid (\$30.00 each) by students would have been \$3,090.00.

Respectfully Submitted,

Joni Poehling  
Senior Office Associate  
Fremont Middle School



# FREMONT MIDDLE SCHOOL

540 Johnson Road  
Fremont, NE 68025  
402-727-3100  
(fx) 402-727-3963

May 27, 2025

The following students paid either a \$30.00 fee or had a waiver on file to participate in sports at the Fremont Middle School for the 2024-2025 school years. Also listed is the number of students who paid \$30.00 for an Activity/Athletic Pass.

	<u># of Students</u>	<u>Fees Collected</u>	<u>Fees Waived</u>	<u>Total Fees Collected</u>
7 <sup>th</sup> Grade Students who paid the \$30.00 Participation Fee (Included in the 59 is 2 students who paid and had a waiver on file)	59	\$1,770.00		\$1,770.00
7 <sup>th</sup> Grade Students who used a Waiver to Participate	56		\$1,680.00	
<hr/>				
8 <sup>th</sup> Grade Students who paid the \$30.00 Participation Fee (Included in the 62 is 4 students who paid and had a waiver on file)	62	\$1,860.00		\$1,860.00
8 <sup>th</sup> Grade Students who used a Waiver to Participate	47		\$1,410.00	

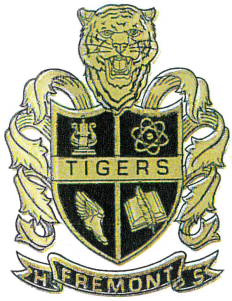
**Total Collected for Participation Fees -- \$3,630.00**

**Total Fees Waived to participate in sports -- \$3,090.00**

7 <sup>th</sup> & 8 <sup>th</sup> Students who paid \$30.00 for Activity/Athletic Pass (this fee goes to the High School since this fee includes FHS events)	4	\$120.00		\$120.00
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Respectfully Submitted,

Joni Poehling  
Senior Office Associate  
Fremont Middle School



## FREMONT HIGH SCHOOL

1750 North Lincoln Avenue  
Fremont, NE 68025  
402-727-3050  
(fax) 402-727-3033

June 1, 2025

RE: District General Fund Payment

As per district tradition, the following breakdown shows the amount of money the district transfers to the High School from the General Fund. At this time, we are submitting this request for the Free/Reduced Non-Payment Activity Participation Reimbursement for the 2024-2025 school year. (Report Attached)

Students Participating in Activities on Free or Reduced Lunches:	198
Participation Fee Per Student:	\$30.00
Total Amount Needed:	\$5,940.00

Thank you for your attention to this matter.

Sincerely,

Myron Sikora, Principal Fremont High School

Cc: Mark Shepard  
Brad Dahl  
Susan Plank

**Fremont High School**  
**Disbursement of Participation Money 2024-2025**

To: Myron Sikora-Principal

CC: Scott Anderson-AD, Susan Plank-Dir of Acctg, Brad Dahl-Assoc Super, Mark Shepard-Super

From: Pam Brodd-HS Acctg Assoc

Total Paid for Year	\$8,252.30			
Total Participants	468			
Total Free/Reduced	198			
Participation Fee for 2023-2024 \$30 Per Student		Total Students in Query = 1741		
ACTIVITY	STUDENT PART.	# WAIVERED IN ACTIVITIES	WAIVERED \$	TOTAL \$
		Free/Reduced		Received
Baseball	36	10	\$190.00	\$370.00
Boys Basketball	35	6	\$150.00	\$505.00
Boys Cross Country	23	10	\$165.00	\$175.00
Boys Golf	11	3	\$75.00	\$170.00
Boys Soccer	69	57	\$1,645.00	\$190.00
Boys Swimming	5	2	\$45.00	\$75.00
Boys Tennis	18	2	\$45.00	\$300.00
Boys Track	52	20	\$325.00	\$470.00
Bowling	17	6	\$75.00	\$142.50
Cheerleading(Mascots)	21	12	\$325.00	\$110.00
Dance Team	12	1	\$30.00	\$175.00
Football	93	35	\$697.50	\$892.50
Girls Basketball	20	4	\$65.00	\$205.00
Girls Cross Country	16	7	\$105.00	\$120.00
Girls Golf	10	0	\$0.00	\$185.00
Girls Soccer	38	22	\$610.00	\$350.00
Girls Swimming	13	5	\$115.00	\$140.00
Girls Tennis	25	1	\$30.00	\$490.00
Girls Track	45	15	\$332.50	\$425.00
Softball	18	4	\$120.00	\$295.00
Volleyball	38	2	\$40.00	\$430.00
Wrestling	42	21	\$430.00	\$390.00
Unified Bowling	15	6	\$75.00	\$97.50
Unified Track	30	14	\$250.00	\$177.50
Misc Boys Income				\$686.15
Misc Girls Income				\$686.15
Totals	702	265	\$5,940.00	\$8,252.30

## 2024-2025 Activity Pass Sales

<b>Student Passes @ \$30</b>
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Elementary - 10	\$300.00
JCAC - 13	\$390.00
Middle School - 40	\$1,200.00
FHS - 165	\$4,950.00

228 x \$30= \$6,840.00

Total Student Passes sold
---------------------------

\$6,840.00

**\$6,632.52** Collected at High School

<b>Adult Passes @ \$45: \$30: \$90</b>
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**\$7,835.04**

**TOTAL PASSES COLLECTED**

**\$14,467.56**

InstructionParental/Community Involvement in Schools

Fremont Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent, guardian, or educational decisionmaker of a student has a complaint or objection to textbooks, tests, curriculum materials, activities, digital materials, websites or applications used for learning, training materials for teachers, administrators, or staff, and any other instructional materials, the parent, guardian, or educational decisionmaker may request a personal conference with appropriate school personnel to discuss such concerns. The Superintendent or designee shall prepare a complaint form which may be used by a parent, guardian, or educational decisionmaker to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent, guardian, or educational decisionmaker.
2. Upon reasonable advance request, a parent, guardian, or educational decisionmaker will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the child, other students, and the educational staff.
3. Parents, guardians, and educational decisionmakers are encouraged to communicate to school staff when the parent, guardian, or educational decisionmaker believes it to be appropriate for their child to be excused from testing, classroom instruction, learning materials, activities, guest speaker events, and other school experiences that the parent, guardian, or educational decisionmaker finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent, guardian, or educational decisionmaker concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the objection, and a proposed solution for dealing with the objection that would be satisfactory to the parent, guardian, or educational decisionmaker and consistent with the mission of the District and legitimate school interests. Parents, guardians, and educational decisionmakers are encouraged to contact the building principal with any questions about any test, curriculum, or surveys.
4. Upon request of a parent, guardian, or educational decisionmaker the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents, guardians, and educational decisionmakers when their child may be subjected to a standard norm referenced or criterion referenced test or standardized tests. When reasonable to do so or required by law, the parents, guardians, or educational decisionmakers will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent, guardian, or educational decisionmaker of such student shall be prohibited unless a parent, guardian, or educational decisionmaker requests in writing that such tests be administered to their child.
6. Parents, guardians, and educational decisionmakers will be notified in advance of any school-sponsored survey administered to students of the District when the survey concerns one or more of the following areas:
  - Political affiliations or beliefs of the student or the student's parent, guardian, or educational decisionmaker;
  - Mental or psychological problems of the student or the student's family;
  - Sex behavior or attitudes;
  - Illegal, anti-social, self-incriminating, or demeaning behavior;
  - Critical appraisals of other individuals with whom respondents have close family relationships;
  - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - Religious practices, affiliations, or beliefs of the student or student's parent, guardian, or educational decisionmaker; or
  - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Any survey administered by the District that asks a student to disclose any of the aforementioned topics, including any non-anonymous survey requesting a student provide information relating to drug, vape, alcohol, or tobacco use, then the District will, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers that their students will receive the survey. This notice must describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed. After receiving such notice, parents, guardians, and educational decisionmakers may request a copy of the survey, review the survey, and/or exempt their student from participating in the survey.

No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

No personally identifiable information of any student survey shall be disclosed unless permitted or required by state and federal law.

7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents, guardians, or educational decisionmakers as to any concerns, objections, or other information such parents, guardians, or educational decisionmakers would wish to provide to the school district concerning a parent's, guardian's, or educational decisionmaker's access, involvement, and participation in activities of the school.

Legal Reference:      Neb. Rev. Stat. Sections 79-530 to 79-533  
                                 Family Educational Rights and Privacy Act, 20 U.S.C. 1232g  
                                 Protection of Pupil Rights Amendment, 20 U.S.C. 1232h

Date of Adoption:      [Insert Date]

**Policy Update for June Board Meeting**

Due to the numerous changes that were adopted through legislation this year we are bringing forward a number of changes to Board of Education policies - many of which are referenced in our student handbooks. Our intent would be to adopt them as a group, waiving second reading in order to have them incorporated into the student handbooks next month.

Policies continue to become more technical/legal in nature. As FPS updates these policies we will utilize the Perry Law firm policies, many of which will be a direct replacement for the District's policies. This will be the next step in moving towards a full adoption of the Perry policies, a direction we started as a District several years ago. Once the Perry policies are fully approved and implemented the maintenance of District policies will involve periodic updates which are provided at no charge through the ESU on an annual basis. This will enable a more efficient and effective policy process ensuring the legality, relevance and accuracy of the District's policies.

FPS Policy Updates			
Current Policy Number	Suggested Policy	Action (New/Replace/Update)	Notes
	Policy 1200 - Anti-Harassment	New	AM 1617 to LB 150 updates Nebraska's Fair Employment Practice Act to add "military or veteran status" as a protected class. In addition, with the changes in federal guidance under the new presidential administration, some of the "hard" deadlines in these policies can be relaxed to give greater flexibility for internal investigations.
41B.5	Policy 4003 - Employee Anti-Discrimination 4003a - Notice of Nondiscrimination 4003b - Complaint Form	New	
52B.8a	Policy 5401 - Anti-Discrimination, Anti-Harassment and Anti-Retaliation 5401z - Complaint Form	Replace	

## FPS Policy Updates

	Policy 3131 - Procurement Plan	New	Several bidding references were updated in the federal regulations governing grants and federal audit requirements. These policies have been added to reflect these changes, as well as adding a preference for veteran-owned businesses that was added to 2 C.F.R. § 200.321.
33C.3 and 39I.7	Policy 3132 - Internal Controls	Replace	
37G.1/45.2	Policy 3410 - Safe Driving Record Standard for Drivers	Replace	NDE Rule 91 requires a medical exam for drivers of small vehicles (vans and cars with 10 passengers or less) when driving routes, but not for activities-only drivers. A small vehicle driver of a regular pick-up/drop-off route must have a medical exam; but a coach that drives a small vehicle only to activities does not. Policy 3410 has been added to clarify Rule 91's requirements.
45.0 and 45.1	Policy 4009 - Drug and Substance Use and Abuse 4009 Form A	Replace	Updates in federal driving requirements (relating to alcohol and drug reporting to the federal Clearinghouse) require adding language to this policy for bus drivers. Form A (accompanying Policy 4009) needs to be added.
51A.1	Policy 5001 - Admission Requirements 5001 Forms	Replace	LB 143 refined the student admission statutes for military families. Neb. Rev. Stat. § 79-215 now requires a school to provisionally enroll a student if the student's family resides on a federally owned facility within the District.
51A.2 51A.3	Policy 5418 - Homeless Students 5418 Forms	Replace	
5101/52B/52B.1d 53C.2 53C.2a 52B.1b	Policy 5101 - Student Discipline	Update/Replace	There are three main changes to this Policy: A. New Dress Code: Two years ago, LB 298 imposed a new dress code policy that dictates that a school dress code cannot be used to discriminate against any student. The new dress code policy, based on NDE's model policy, must be adopted by July 1, 2025. B. Cell Phones. LB 140 requires all schools to adopt a "cell phone" policy before the beginning of the 2025-2026 school year. (The new, required policy is listed as Policy 6113, which will be adopted at the July 2025 Board Meeting). Policy 5101 has been updated to clearly

## FPS Policy Updates

			reference the new cell phone law and student disciplinary consequences. C. LB 383 criminalizes “deep fakes” in certain situations. Language that students can be disciplined for deep fake images of students or staff has been added to this policy.
5004/51A.2b	Policy 5004 - Full Time and Part-Time Enrollment	Update	LB 306 updates the part-time enrollment statutes to provide more options for non-public schools to participate in extracurricular activities.
5201/54D.7 (Promotion & Retention)	Policy 5201 - Promotion and Retention and (New) Policy 5201x - Request to Repeat Grade Form	Update	Last year, the Legislature adopted a new law (§ 79-2,161) that allows parents to require their student to repeat a grade if the student qualifies under the statutory criteria. To apply to repeat a grade, a parent must submit a form prescribed by NDE. The new statutory reference to Policy 5201 and added the form as Policy 5201x.
52B.5	Policy 5202 - Student Records Policy 5202z - Notification of Rights Under FERPA	Replace	The U.S. Department of Education issued a “Model Notice” to update parents’ rights under FERPA.
	Policy 5301 - Association Activities	New	LB 89 requires each school board to adopt a policy designating each school-sponsored interscholastic athletic team or sport as either biologically male, female, or co-ed. The bill does not require each sport or team listed in the Policy. The Superintendent is authorized to make the required designations.
	Policy 5414 - Identification of Learners with High Ability	New	This policy meets the guidelines in Neb. Rev. Stat. Sections 79-1106 to 79-1108.03 and NDE Rule 3.
	Policy 5507 - Foster Care Student Transportation	New	Policy 5507 was created to clearly outline foster care transportation procedures, helping address frequent NDE audit requests and reduce confusion.
	Policy 6400 - Parental/Community Involvement in Schools	New	Policy 6400 has been added to reflect changes from LB 71 and LB 428. LB 71 requires the updated Parental Involvement to be approved

## FPS Policy Updates

			by <u>July 1, 2025</u> , and posted to the school's website by <u>August 1, 2025</u> . LB 428 adds new requirements for school-issued surveys, including the rights of parents to review and/or opt their student out of surveys.
	Policy 6931 - Behavioral Intervention and Classroom Management	New	LB 1329 requires each school to adopt a policy on "behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom in school." The Legislature directed the State Board of Education to develop a "model policy" reflecting the new policy's requirements. By <u>August 1, 2025</u> , each school must adopt a policy "consistent with or comparable to the model policy." This policy will now be a requirement for accreditation by NDE. To ensure compliance with this new accreditation requirement, our Policy 6931 largely mirrors the State Board's model policy.
66F.2aa		Rescind	LB 705 changed the responsibility of the textbook loan program to NDE. This policy is no longer relevant.

Community RelationsPersonnel - All Employees and StudentsAnti-discriminationA. **Elimination of Discrimination.**

The policy of Fremont Public Schools is to not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

Fremont Public Schools and its staff shall comply with all state and federal laws prohibiting discrimination. The Board of Fremont Public Schools intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination and directs its staff to take all actions necessary to meet this objective.

The Superintendent shall be the Coordinator for anti-discrimination laws (including the Americans with Disabilities Act of 1990 (ADA), and Section 504 of the Rehabilitation Act of 1973 (Section 504)) and complaints or concerns involving discrimination or compliance with those laws should be addressed to said Coordinator.

B. **Preventing Harassment and Discrimination of Employees and Students.**

1. **Purpose:** Fremont Public Schools is committed to offering employment and educational opportunity to its employees and students based on ability and performance in a climate free of discrimination. Accordingly, unlawful discrimination or harassment of any kind by administrators, teachers, co-workers or other persons is prohibited. In addition, Fremont Public Schools will try to protect employees or 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 sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual

orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational environment.

- b. Age harassment is a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment is 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:

- (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, 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.

2. **Procedures:**

- a. Employees or students should initially report all instances of suspected discrimination or harassment to their immediate supervisor or 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.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, the complaint should be reported to the Superintendent of Fremont Public Schools.

- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be sent to the Board of Education.
- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

Personnel - All Employees (& Students)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

Fremont Public Schools hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

Fremont Public Schools does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to designated and approved youth groups. Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Scott Jensen, Executive Director of Secondary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (scott.jensen@fpsmail.org).

Employees and Others: Dr. Jen Robinson, Executive Director of Human Resources and Elementary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (jen.robinson@fpsmail.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office of Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at 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).

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The Fremont Public Schools is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment or retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair

texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Social media comments, including cyberbullying or cyber-harassment,
- h. Visual displays, such as cartoons, posters, or electronic images,
- i. Threats or intimidating or hostile conduct,
- j. Physical acts of aggression, assault, or violence, or
- k. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving

- consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
  - g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

## **2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

## **3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination. 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 may report the alleged discrimination,

harassment or retaliation to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District 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 District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist as determined by the investigator. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will be determined by the investigator and in compliance with any legal requirements. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. 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.
- d. 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?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate such discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District may, when appropriate or when legally required, send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one week after the investigation is completed. 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.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board or a Committee of the Board of Education to present his or her appeal. The Board or Committee of the Board of Education may, in its discretion, issue a written determination about the appeal. The Board or a Committee of the Board may, in the alternative, vote on the appeal and send the party the outcome of the vote. The party who filed the appeal will be sent the Board's determination. The Board's or Committee's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted.

**5. Training:**

The District will ensure that relevant District employees are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

In addition, the District shall ensure that employees designated to address or investigate discrimination, harassment, and retaliation, including designated compliance coordinators, receive training to promptly and effectively investigate and respond to complaints and reports of discrimination, and to know the District's grievance procedures and the applicable confidentiality requirements.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

**7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for

further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.  
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;  
Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

### **Notice of Nondiscrimination**

The Fremont Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: Scott Jensen, Executive Director of Secondary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (scott.jensen@fpsmail.org).

Employees and Others: Dr. Jen Robinson, Executive Director of Human Resources and Elementary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (jen.robinson@fpsmail.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at 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.

**Complaint Form**  
**Discrimination, Harassment or Retaliation**

The Fremont Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, in its programs and activities and provides equal access to designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: Scott Jensen, Executive Director of Secondary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (scott.jensen@fpsmail.org).

Employees and Others: Dr. Jen Robinson, Executive Director of Human Resources and Elementary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (jen.robinson@fpsmail.org).

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_.

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_.

(5) Relief requested (what I want done in response to this complaint): \_\_\_\_\_  
\_\_\_\_\_.

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Students (& Employees)Anti-discrimination, Anti-harassment, and Anti-retaliation**A. Elimination of Discrimination.**

The Fremont Public School District hereby gives this statement of compliance and intends to comply with all state and federal laws prohibiting discrimination. This school district intends to take any necessary measures to assure compliance with such laws against any prohibited form of discrimination.

The Fremont Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

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Employees and Others: Dr. Jen Robinson, Executive Director of Human Resources and Elementary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (jen.robinson@fpsmail.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at 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.

**B. Prohibited Harassment, Discrimination, and Retaliation of Employees, Students and Others.****1. Purpose:**

The Fremont Public School District is committed to offering employment and educational opportunities to its employees and students in a climate free of discrimination. Accordingly, unlawful discrimination, harassment and retaliation of any kind by District employees, including, co-workers, non-employees (such as volunteers), third parties, and others is strictly prohibited and will not be tolerated.

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to

deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or
- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

Educational programs and activities include all academic, educational, extracurricular, athletic, and other programs of the school, whether those programs take place in a school's facilities, on a school bus, at a class or training program sponsored by the school at another location, or elsewhere.

Discriminatory harassment because of a person's sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, may include, but is not limited to:

- a. Name-calling,
- b. Teasing or taunting,
- c. Insults, slurs, or derogatory names or remarks,
- d. Demeaning jokes,
- e. Inappropriate gestures,
- f. Graffiti or inappropriate written or electronic material,
- g. Visual displays, such as cartoons, posters, or electronic images,
- h. Threats or intimidating or hostile conduct,
- i. Physical acts of aggression, assault, or violence, or
- j. Criminal offenses

The following examples are additional or more specific examples of conduct that may constitute sexual harassment:

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or
- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled “Grievance Procedures,” below), and take appropriate interim measures, if necessary. If the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

All District employees are expected to take prompt and appropriate actions to report and prevent discrimination, harassment, and retaliation by others. Employees who witness or become aware of possible discrimination, including harassment and retaliation, must immediately report the conduct to his or her supervisor or the compliance coordinator designated to handle complaints of discrimination (designated compliance coordinator).

**2. Anti-retaliation:**

The District prohibits retaliation, intimidation, threats, coercion, or discrimination against any person for opposing discrimination, including harassment, or for participating in the District's discrimination complaint process or making a complaint, testifying, assisting, or participating in any manner, in an investigation, proceeding, or hearing. Retaliation is a form of discrimination.

The District will take immediate steps to stop retaliation and prevent its recurrence against the alleged victim and any person associated with the alleged victim. These steps will include, but are not limited to, notifying students, employees, and others, that they are protected from retaliation, ensuring that they know how to report future complaints, and initiating follow-up contact with the complainant to determine if any additional acts of discrimination, harassment, or retaliation have occurred. If retaliation occurs, the District will take prompt and strong responsive action, including possible discipline, including expulsion or termination, if applicable.

**3. Grievance (or Complaint) Procedures:**

Employees or students should initially report all instances of discrimination, harassment or retaliation to their immediate supervisor or teacher or to the compliance coordinator designated to handle complaints of discrimination (designated coordinator). 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 may report the alleged discrimination, harassment or retaliation (“discrimination”) to the designated coordinator, or in the case of students, to another staff person (such as a counselor or principal).

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act, then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in

the office of each District building, on the District's website, and from the designated coordinators.

Under no circumstances will a person filing a complaint or grievance involving discrimination be retaliated against for filing the complaint or grievance.

*i. Level 1 (Investigation and Findings):*

Once the District receives a grievance, complaint or report alleging discrimination, harassment, or retaliation, or becomes aware of possible discriminatory conduct, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred. If necessary, the District will take immediate, interim action or measures to protect the alleged victim and prevent further potential discrimination, harassment, or retaliation during the pending investigation. The alleged victim will be notified of his or her options to avoid contact with the alleged harasser, such as changing a class or prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation. The District will minimize any burden on the alleged victim when taking interim measures to protect the alleged victim.

The District 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 District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance 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 District will aim to complete its investigation within ten (10) working days after receiving a complaint or report, unless extenuating circumstances exist as determined by the investigator. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will be determined by the investigator and in compliance with any legal requirements. Periodic status updates will be given to the parties, when appropriate.

The District's investigation will include, but is not limited to:

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. 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.

- d. 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?)

The designated compliance coordinator (or designated investigator) will complete an investigative report, which will include:

- a. A summary of the facts,
- b. Findings regarding whether discrimination, harassment or other inappropriate conduct occurred, and
- c. If a finding is made that discrimination, harassment or other inappropriate conduct occurred, the recommended remedy or remedies necessary to eliminate discrimination, harassment or other inappropriate conduct.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made. 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.

The District may, when appropriate or when legally required, send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within one (1) week after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose relevant information to a student who was discriminated against or harassed.

*ii. Level 2 (Appeal to the Superintendent):*

If a party is not satisfied with the findings or remedies (or both) set forth in the decision, he or she may file an appeal in writing with the Superintendent within five (5) working days after receiving the decision. The Superintendent will review the appeal and the investigative documentation and decision, conduct additional investigation, if necessary, and issue a written determination about the appeal within ten (10) working days after receiving the appeal. The party who filed the appeal will be sent the Superintendent’s determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. [If the Superintendent is the subject of the complaint, the party will file the appeal directly with the Board.]

*iii. Level 3 (Appeal to the Board):*

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education within five (5) working days after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board or a Committee of the Board of Education to present his or her appeal. The Board or Committee of the Board of Education may, in its discretion, issue a written determination about the appeal. The Board or a Committee of the Board may, in the alternative, vote on the appeal and send the party the outcome of the vote. The party who filed the appeal will be sent the Board's determination. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

The identity of the complainant will be kept confidential to the extent permitted by state and federal law. The District will notify the complainant of the anti-retaliation provisions of applicable laws and that the District will take steps to prevent retaliation and will take prompt and strong responsive actions if retaliation occurs.

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

**5. Training:**

The District will ensure that relevant District employees, including but not limited to officials, administrators, teachers, substitute teachers, counselors, nurses and other health personnel, coaches, assistant coaches, paraprofessionals, aides, bus drivers, and school law enforcement officers, are adequately trained so they understand and know how to identify acts of discrimination, harassment, and retaliation, and how to report it to appropriate District officials or employees.

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary),

to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.

- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

The designated compliance coordinators will not have other job responsibilities that may create a conflict of interest with their coordinator responsibilities.

#### **7. Preventive Measures:**

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas identified in the Training section, above.

The District also may distribute specific harassment and violence materials (such as sexual violence), including a summary of the District's anti-discrimination, anti-harassment, and anti-retaliation policy and grievance procedure, and a list of victim resources, during events such as school assemblies and back to school nights, if recent incidents or allegations warrant additional education to the school community.

Legal Reference: Title VI, 42 U.S.C. Sec. 2000d, Title VII, 42 U.S.C. Sec. 2000e, Title IX; 20 U.S.C. Sec. 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. Sec. 48-1101 et seq.

Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. Sec. 621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. Sec. 48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.

Section 504 of the Rehabilitation Act of 1973 (Section 504)

Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)

Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.

Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

**Complaint Form  
Discrimination, Harassment or Retaliation**

The Fremont Public School District does not discriminate on the basis of sex, disability, race (including skin color, hair texture and protective hairstyles), color, religion, military or veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status in its programs and activities and provides equal access to designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

Refer to Board Policy 4003 and/or 5401 for the particulars of the complaint and grievance process. You may attach additional materials to this form if needed.

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: Scott Jensen, Executive Director of Secondary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (scott.jensen@fpsmail.org).  
Employees and Others: Dr. Jen Robinson, Executive Director of Human Resources and Elementary Operations, 130 East 9th Street, Fremont, NE 68025 402.727.3000 (jen.robinson@fpsmail.org).

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

(1) Description of the complaint: \_\_\_\_\_  
\_\_\_\_\_

(2) Names of any witnesses to the matter being complained about: \_\_\_\_\_  
\_\_\_\_\_

(3) Identify and attach any document supporting the complaint: \_\_\_\_\_  
\_\_\_\_\_

(4) Confidentiality: I \_\_\_ do\_\_\_ do not give consent to my identity being shared with the person(s) against whom I am complaining. If I do not give consent, I understand that the investigation may be hindered, but that the District will nonetheless investigate and take prompt and effective action to remediate the concerns I have raised, if appropriate.  
\_\_\_\_\_  
\_\_\_\_\_

(5) Relief requested (what I want done in response to this complaint):  
\_\_\_\_\_  
\_\_\_\_\_

The undersigned states: The facts in this complaint are true to the best of my knowledge, information and belief. I give permission for an investigation to be made into this complaint. I understand that the District will take steps to prevent me being retaliated against for filing this complaint, that I am to notify the District if any such retaliation occurs, and that the District will take prompt and strong responsive action if retaliation occurs.

Received by: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

## Business Operations

### Procurement Plan – School Food Authorities

The following procurement policy statement shall govern all purchasing activities that relate to any aspect of the National School Lunch and Breakfast Programs. This statement is meant to provide guidance to our personnel and vendors on acceptable and/or required procurement practices. Our goal is to fully implement all required and recommended procurement rules, regulations and policies set forth in 2 CFR 200, 7 CFR parts 210, 3016 and 3019, and by the State Agency.

### **Procurement Policy**

The purchasing procedure to be followed shall be determined by the anticipated total annual expenditure on items related to the food service program:

- When the annual total for food service program related items is less than \$250,000 (simplified acquisition threshold) per procurement event or in aggregate purchases this organization will follow the informal simplified acquisition threshold procedures.
- When the annual total for food service program related items is greater than \$250,000 (simplified acquisition threshold) per year per procurement event or in aggregate purchases this organization will follow the Formal Competitive Solicitation Procedures.

### Micro-Purchase Procedures

Micro-Purchases may be used for single purchases under \$10,000 made with a vendor [2 CFR 200.320(a)].

Prices will be reviewed for reasonableness [2 CFR 200.320(a)].

Purchases will be spread equitably among all qualified sources [2 CFR 200.320(a)].

### Simplified Acquisition Threshold Procedures

For purchases made below the simplified acquisition threshold, simplified acquisition threshold procedures will be utilized to purchase necessary goods and services. When simplified acquisition threshold procedures are used, this organization will take the following steps:

1. Contact a reasonable number of qualified vendors.
2. Write specifications for goods and services.
3. Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. Document supplier who was awarded the quote.
5. Manage orders by confirming product and prices match quotes.

Formal Competitive Solicitation Procedures

For purchases made in excess of the simplified acquisition threshold, a Formal Competitive Solicitation will be conducted. When Formal Competitive Solicitation Procedures are used, this organization will take the following steps:

1. Prepare an Invitation for Bid (“IFB”) or Request for Proposal (“RFP”) document specifically addressing the items to be procured
  - a. Include detailed specifications
  - b. Ensure price will be most heavily weighted
2. Publicly announce and advertise the bid/proposal at least 21 calendar days prior to bid opening
  - a. Announcements will include the date, time and location in which bids will be opened
3. Determine the most responsive and responsible bid/proposal by using the selection criteria set forth in the bid/proposal document
  - a. Responsible bidders will be those whose bid/proposal conform to all of the terms, conditions and requirements of the IFB/RFP
  - b. Responsible bidders will be those who are capable of performing successfully under the terms and conditions of the contract.
4. Award the contract
  - a. To the most responsive and responsible bidder based on the criteria set forth in the IFB/RFP
  - b. At least two weeks before program operations begin
  - c. If a protest is received, it must be handled in accordance with 7 CFR 210.21
5. Retain all records pertaining to the formal competitive bid process for a period of five years plus the current year

(Note: If the simplified acquisition threshold established in the sponsor’s procurement policy statement is less than \$250,000, the smaller bid threshold will govern.)

Procurement Summary

This organization incorporates the following elements into the Procurement Policy Statement, as required by 2 CFR 200 and 7 CFR parts 210, 3016 and 3019.

- A. Competition: We shall demonstrate our goods and services are procured in an openly competitive manner. Competition will not be unreasonably restricted. [7 CFR 210.21(c)(1)] [2 CFR Part 200.319(a)(1-7)]
- B. Comparability: We recognize for true competition to take place, we must maintain reasonable product specifications to adequately describe the products to be purchased and the volume of planned purchases based upon pre-planned menu cycles. [2 CFR 200.319(a)(6)]
- C. Documentation: We shall maintain for the current year and the preceding three years all significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)]

- D. Code of Conduct: This program shall be governed by the attached Code of Conduct and it shall apply to all personnel, employees, directors, agents, officers, volunteers or any person(s) acting in any capacity concerning the food service procurement program. [2 CFR 200.318(c)(1)]
- E. Contract Administration: Purchases shall be checked or verified by designated staff to assure that all goods and services are received and prices verified. All invoices and receipts shall be signed, dated, and maintained in the documentation file. [2 CFR Part 200.318(b)]
- G. General Requirements:
1. Small, minority, veteran-owned, and women's businesses enterprises and labor surplus firms are used when possible. [2 CFR 200.321]
  2. Ensure compliance with the Buy American Provision when purchasing food 7 CRF 210.21(d).
  3. A cost or price analysis in connection with every procurement action in excess of the simplified acquisition threshold including contract modifications. [2 CFR 200.323(a)]
  4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. Plan the goods or services needed for the school food service program for the school year based on planned menus through needs assessment, forecasting and budgeting.
  2. Develop written specifications for food/supplies needed. Include details such as descriptions and product requirements (e.g. packaging, weight, pack size, etc.) for needed goods or services.
  3. Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.
  4. Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
  5. Place and confirm orders with vendors or make plans to purchase the required items.
  6. To make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service and price.
  7. To work with vendors on a fair and equal basis.
  8. To conduct an in-house procurement review once per year.

Date of Adoption: [Insert Date]

Business OperationsInternal 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 simplified acquisition thresholds (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 OperationsSafe Driving Record Standard for Drivers

Standard for Pupil Transportation Vehicle Drivers: Each person who is required to have a permit to operate a pupil transportation vehicle for this School District shall meet all requirements to hold and continue to hold a pupil transportation operator's permit, including the successful completion of a physical assessment and a Medical Examiner's Certificate.

One of the requirements for obtaining such a permit is that the person have a record of satisfactory driving as determined by Board policy. For such persons, a satisfactory driving record means a record which reflects the absence of any of the following offenses or circumstances:

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

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

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 5 or more points under the motor vehicle operators' license point system, within the immediate prior 4 years. In the event the person has accumulated 3 or 4 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

Drivers who exclusively drive small vehicles for activity trips are not required to obtain a Medical Examiner's Certificate.

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

1. Motor vehicle homicide;
2. Driving while under the influence of alcoholic liquor or drugs or refusal to submit to a chemical test, within the immediate prior 7 years; or,
3. Reckless driving or willful reckless, within the immediate prior 7 years; or
4. Accumulation of 6 or more points under the motor vehicle operators' license point system within the immediate prior 4 years. In the event the person has accumulated 3, 4 or 5 points within the immediate prior 4 years, the determination of whether the person has a satisfactory driving record shall be made by the Superintendent or Superintendent's designee based on the nature and proximity of the offense as it relates to safe transportation.

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

Legal Reference: Neb. Rev. Stat. Sections 79-318, 79-602, 79-607 and 79-608  
Neb. Rev. Stat. Sec. 60-4,182 (point system)  
Title 92, Nebraska Administrative Code, Chapters 91 & 92

Date of Adoption: [Insert Date]

Personnel - All EmployeesDrug and Substance Use and Abuse

It is the policy of the Fremont 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 insure 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 of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 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, and all regulations and rules promulgated pursuant thereto. 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. §31306 and 49 CFR Part 382

Date of Adoption:     [Insert Date]

## 4009 - APPENDIX 1

**CONTROLLED SUBSTANCES AND ALCOHOL USE AND TESTING:  
FEDERAL REGULATIONS, FREMONT PUBLIC SCHOOL'S 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, Fremont 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 Fremont 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 can not 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.

**(L)** The requirement that the following personal information collected and maintained under this part shall be reported to the Clearinghouse:

- (i) A verified positive, adulterated, or substituted drug test result;

- (ii) An alcohol confirmation test with a concentration of 0.04 or higher;
- (iii) A refusal to submit to any test required by law;
- (iv) An employer's report of actual knowledge of:
  - (A) On duty alcohol use;
  - (B) Pre-duty alcohol use;
  - (C) Alcohol use following an accident; and
  - (D) Controlled substance use;
- (v) A substance abuse professional report of the successful completion of the return-to-duty process;
- (vi) A negative return-to-duty test; and
- (vii) An employer's report of completion of follow-up testing.

Legal Reference: 49 CFR §382.601(b)(12).

Date of Adoption: [Insert Date]

**General Consent for Limited Queries of the Federal Motor Carrier Safety Administration  
(FMCSA) Drug and Alcohol Clearinghouse**

I,           (Driver Name)          , hereby provide consent to Fremont Public Schools (“District”) to conduct a limited query of the FMCSA Commercial Driver’s License Drug and Alcohol Clearinghouse (Clearinghouse) to determine whether drug or alcohol violation information about me exists in the Clearinghouse. This consent is valid for so long as I remain an applicant for, or an employee of, the District for a position that requires a CDL.

I understand that if the limited query conducted by the District indicates that drug or alcohol violation information about me exists in the Clearinghouse, FMCSA will not disclose that information to the District without first obtaining additional specific consent from me.

I further understand that if I refuse to provide consent for the District to conduct a limited query of the Clearinghouse, the District must prohibit me from performing safety-sensitive functions, including driving a commercial motor vehicle, as required by FMCSA’s drug and alcohol program regulations.

\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

## Students

### Admission Requirements

#### Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board shall admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the Board.

#### Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approved and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
  1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
  2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
  3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
  4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by

reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

Parents must fill out the early entrance application forms, which include a parent questionnaire.

The assessment request and parent questionnaire must be completed and returned to the District no later than July 1st before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and 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, sexual orientation or gender identity, or other protected status of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, within 30 days of enrollment. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but may result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes that an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district, in its sole and absolute discretion upon a proper application, approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Military Families

If a parent presents evidence to the District of military orders that the military family will be stationed in the State of Nebraska during the current or following school year, and the parent resides in or is stationed on federally owned property within the boundaries of the District, the District will enroll preliminarily the parent's students, including any such student that has an Individualized Education Plan, a 504 Plan, or otherwise receives special education services.

Legal Reference:     Neb. Rev. Stat. Sections 43-2001 to 43-2012  
                          Neb. Rev. Stat. Sec. 79-214  
                          Neb. Rev. Stat. Sections 79-217 to 79-223  
                          Neb. Rev. Stat. Sec. 79-266.01  
                          173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption:    [Insert Date]

**FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS**

- 1. Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
- 2. Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
- 3. Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
- 4. Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
- 5. Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)**
- 6. Physical Examination or Visual Evaluation—Parent Objection Form**
- 7. Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)**
- 8. Affidavit (For Child to Enroll Early in Kindergarten)**
- 9. Request for Non-disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
- 10. Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**

**NOTICE OF REQUIREMENTS FOR STUDENT ADMISSION—  
BIRTH CERTIFICATE, IMMUNIZATION, PHYSICAL EXAMINATION  
AND VISUAL EVALUATION**

Nebraska law requires that the parents or legal guardian furnish the following documents as a condition of admission to school:

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2019-2020 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

The following information is provided to assist a parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify: Information about free or reduced-cost visual evaluations may be obtained from the Nebraska Foundation for Children's Vision (NFCV), [nechildrensvision.org](http://nechildrensvision.org), 1633 Normandy Court, Suite A, Lincoln, NE 68512—Fax 402-476-6547—Phone 402-474-7716. To identify a participating SEE TO LEARN doctor nearest you, call 1-800-960-3937. For assistance from VISION USA call 1-800-766-4466. In addition, Lions Clubs throughout Nebraska are committed to assisting disadvantaged families by sponsoring eye exams and eyewear. NOA member doctors will provide eye exams at no cost if no other resources are available.

**AFFIDAVIT OF REFUSAL OF IMMUNIZATION--  
FOR REASON OF RELIGIOUS CONFLICT  
(For School Admission)**

The undersigned, being first duly sworn, states upon oath as follows

This affidavit is submitted for the following child: \_\_\_\_\_.

I state that I am submitting this affidavit in the position of (*initial* as appropriate):

- \_\_\_\_\_ Self, as I am the child and I am of the age of majority
- \_\_\_\_\_ As a legally authorized representative of the child based on (insert description of legal authority; e.g., parent or legal guardian):

\_\_\_\_\_

I understand that state law requires that the child be protected by immunization against certain contagious diseases prior to enrollment in school. I hereby swear and affirm that such immunization requirements (*initial* as applicable):

- \_\_\_\_\_ Conflict with the tenets and practice of a recognized religious denomination of which the child is an adherent or member; or
- \_\_\_\_\_ Conflict with the personal and sincerely followed religious beliefs of the child.

I will not hold Fremont Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain immunization for the child.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Affiant

STATE OF NEBRASKA            )  
  )  
COUNTY OF \_\_\_\_\_ )       **ss.**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

[Legal Reference: Neb. Rev. Stat. sections 79-217 and 79-221; HHS Regulation 173 NAC 3]

**AFFIDAVIT  
Refusal of Immunization of Student for Religious Reasons**

State of Nebraska

ss.

County of \_\_\_\_\_

**This Affidavit is being submitted on behalf of**

\_\_\_\_\_  
(Name of Student) (Birthdate of Student)

**If the student is of the age of majority:**

I, \_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Affiant/Student)  
depose and state as follows:

Immunization conflicts with the tenets and practice of a recognized religious denomination of which I am an adherent or member or immunization conflicts with my personal and sincerely followed religious beliefs.

**If the student is a minor:**

I, \_\_\_\_\_, as legally authorized representative of  
(Name of Affiant)

\_\_\_\_\_, of lawful age and being first duly sworn,  
(Name of Student)  
depose, and state as follows:

Immunization conflicts with the religious tenets and practice of a recognized religious denomination of which the student is an adherent or member or immunization conflicts with the student's personal and sincerely followed religious beliefs.

(Signature of Affiant)

**SUBSCRIBED AND SWORN** to before me this \_\_\_\_\_ day of \_\_\_\_\_

Notary Public



**Documentation of Varicella (Chickenpox) Disease**

(To be filled out by the parent, guardian, or medical provider of the child/student)

This document is being submitted on behalf of:

\_\_\_\_\_

(Name of child/student)

(Birth date of child/student)

I \_\_\_\_\_ verify that the above listed child/student  
Parent/Guardian/Medical Provider

had the varicella disease in \_\_\_\_\_ (year).

\_\_\_\_\_  
(Signature of parent/guardian/medical provider)

**PARENT OBJECTION TO  
PHYSICAL EXAMINATION OR VISUAL EVALUATION  
(For School Admission)**

I am the parent or guardian of the following children who are enrolling in the beginner grade or seventh grade in Fremont Public Schools, or who are transferring from out of state into any grade in Fremont Public Schools:

Child No. 1: \_\_\_\_\_

Child No. 2: \_\_\_\_\_

I understand that state law requires that the school be provided with: (1) evidence of a physical examination by a physician, physician's assistant, or nurse practitioner and (2) a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist. The physical examination and visual evaluation is required to be completed within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity. No such physical examination or visual evaluation shall be required of any child whose parent or guardian objects in writing.

I hereby object in writing to the:

\_\_\_\_\_ physical examination

\_\_\_\_\_ visual evaluation

(check one or both)

for the above named child(ren). I will not hold Fremont Public Schools responsible for any injury or harm caused by or relating to such refusal to obtain a physical examination or visual evaluation for the above named child(ren).

Dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

*[Legal Reference: Neb. Rev. Stat. sections 79-214(3) and 79-220]*



**Department of Health and Human Services**  
**Waiver of Physical Examination/Visual Evaluation Requirement**

School Name (if desired) \_\_\_\_\_

*Note to Parent/Guardian: please complete and return to the school health office if you wish to have your child waived from these requirements as allowed by Nebraska law. If you have questions, please contact the school nurse or the school office. Thank you.*

As a Parent/Guardian of - Student Name	Student ID#
School Name	Grade

I object to the following requirements for school entry as legislated in Nebraska Revised Statutes 79-214 and 79-220.

Check which apply:

- Physical examination by a licensed physician, physician assistant or advance nurse practitioner within six months prior to school entry. *(Applies to: Kindergarten or beginner grade, out of state transfers to any grade, and seventh grade).*
- Visual evaluation by a licensed physician, physician assistant, advanced nurse practitioner, or vision professional (optometrist or ophthalmologist) within six months prior to school entry. *(Applies to: Kindergarten or entry grade and out of state transfer to any grade).*

I understand that I may request information to assist me in receiving information about reduced-cost vision examination as required by NRS 79-220.

I understand provisions in the law allow me to waive the requirement for this examination by my signed statement.

SIGN HERE \_\_\_\_\_  
 Signature of Parent/Guardian Date

Comments: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

FH-40 (44040) 6/07  
 (New Form)

**AFFIDAVIT**  
***(For Child to Enroll Early in Kindergarten)***

The undersigned, being first duly sworn, states upon oath as follows:

I am the parent or guardian of \_\_\_\_\_ (Child's name). The Child's date of birth is \_\_\_\_\_. The Child will reach the age of five years on or after August 1 and on or before October 15 of the current school year.

I elect to enroll the Child this school year and hereby affirm (check or initial appropriate provision for early enrollment):

\_\_\_\_\_ the Child attended kindergarten in another jurisdiction in the current school year; or

\_\_\_\_\_ the family anticipates relocation to another jurisdiction that would allow admission within the current year; or

\_\_\_\_\_ the Child is capable of carrying the work of kindergarten which can be demonstrated through a recognized assessment procedure approved by the board.

**IN WITNESS WHEREOF**, this affidavit is signed and acknowledged this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Parent or Guardian

**STATE OF NEBRASKA** )

) **ss.**

**COUNTY OF** \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

**Request For Non-disclosure of  
High School Student Personal Information  
To Institutions of Higher Education or Military Recruiters**

I hereby request that the name, address, and telephone listing of \_\_\_\_\_ (name of student), a high school student at Fremont Public Schools, not be released without prior parental consent to:

\_\_\_\_\_ institutions of higher education

\_\_\_\_\_ military recruiters

(check one, both, or none)

Signed by: \_\_\_ Student \_\_\_ Parent (Check One)

\_\_\_\_\_ Signature/Date

\_\_\_\_\_ Print Name

\_\_\_\_\_ Address

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

*Note to students/parents: This certificate can be signed by either student or a parent. The provision of this form does not reflect the position of Fremont Public Schools that the request for non-disclosure should or should not be made.*

“SEC. 9528. ARMED FORCES RECRUITER ACCESS TO STUDENTS AND STUDENT RECRUITING INFORMATION.

“(a) POLICY.—

“(1) ACCESS TO STUDENT RECRUITING INFORMATION.—Notwithstanding section 444(a)(5)(B) of the General Education Provisions Act and except as provided in paragraph (2), each local educational agency receiving assistance under this Act shall provide, on a request made by military recruiters or an institution of higher education, access to secondary school students names, addresses, and telephone listings.

“(2) CONSENT.—A secondary school student or the parent of the student may request that the student’s name, address, and telephone listing described in paragraph (1) not be released without prior written parental consent, and the local educational agency or private school shall notify parents of the option to make a request and shall comply with any request.

“(3) SAME ACCESS TO STUDENTS.—Each local educational agency receiving assistance under this Act shall provide military recruiters the same access to secondary school students as is provided generally to post secondary educational institutions or to prospective employers of those students.

20 USC 7908.

StudentsHomeless StudentsA. General Policy Statement

The District shall ensure that homeless children and youths shall have equal access to the same free, appropriate public education, including public preschool education, as provided to other children and youths.

B. Definitions

“School of Origin” shall mean the school that a child or youth attended when permanently housed or the school in which the child or youth was last enrolled, including preschool. School of origin shall also include any designated receiving school for the next grade level for all feeder schools when a student completes the final grade level served by the school of origin.

“Homeless children and youths” shall mean any individuals who lack a fixed, regular, and adequate nighttime residence; and includes:

1. Children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals;
2. Children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
3. Children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and
4. Migratory children who qualify as homeless because they are living in circumstances described in (1-3).

“Unaccompanied youth” shall mean a homeless child or youth not in the physical custody of a parent or guardian.

C. School Stability

1. School Selection: Each school shall presume that keeping a homeless child or youth enrolled in the child’s or youth’s school of origin is in the child’s or youth’s best interest, except when doing so is contrary to the request of the child’s or youth’s parent or guardian or, in the case of an unaccompanied youth, the youth.

To overcome the presumption that a child or youth should remain in his/her school of origin, the school shall consider student-centered factors including: the impact of mobility on achievement, education, health, and safety of homeless children and youth, giving priority to the request of the child's or youth's parent or guardian or, in the case of an unaccompanied youth, the youth.

2. Enrollment: Once the school is selected in accordance with the child's or youth's best interest, that child or youth shall be immediately enrolled even if the child or youth is unable to produce records normally required for enrollment including, but not limited to, previous academic records, immunization or other health records, proof of residency or has missed any application or enrollment deadlines during any period of homelessness.
3. Transportation: If the child or youth continues to attend his or her school of origin, transportation shall be provided promptly even if there is a dispute pending regarding which school is in the child's or youth's best interest to attend. Transportation will continue to be provided to and from the school of origin for the remainder of any academic year during which the child or youth becomes permanently housed.

D. Records

Any record ordinarily kept by the school, including immunization or medical records, academic records, birth certificates, guardianship records, and evaluations for special services or programs, regarding each homeless child or youth shall be maintained:

1. Such that all records are available, in a timely fashion, when a child or youth enrolls in a new school or school district;
2. Any information about a homeless child's or youth's living situation shall be treated as a confidential student education record, and shall not be deemed to be directory information; and
3. In a manner consistent with the Federal Education Rights and Privacy Act.

E. Services

The Local Education Agency Liaison shall identify an appropriate staff person to be the Local Educational Liaison (LEL) for all homeless children and youth attending school in the District. The LEL responsibilities shall include, but are not limited to:

1. Ensure homeless children and youth are identified through outreach and coordination activities including coordination with the Nebraska Department of Education Homeless Education Liaison, community, and school personnel responsible for education and related services to homeless children and youths;

2. Receive appropriate time and training in order to carry out the duties required by law and this policy;
3. Ensure homeless families and homeless children and youths are referred to health care, dental, mental health, substance abuse, housing and any other appropriate services;
4. Ensure that homeless children and youths:
  - a. Are enrolled in school which includes attending classes and participating fully in school activities;
  - b. Have a full and equal opportunity to meet the same challenging State academic standards as other children and youths;
  - c. Receive individualized counseling from counselors to prepare and improve their readiness for college, including college selection, application, financial aid, and on-campus supports.
  - d. Unaccompanied youths are informed of their status as independent students under the Higher Education Act of 1965 and may obtain assistance from the LEL to receive verification of such status for purposes of the Free Application for Federal Student Aid.
5. Ensure that public notice of the educational rights and available transportation services of the homeless children and youths is disseminated in locations frequented by parents or guardians of such youths and unaccompanied homeless youths, including schools, shelters, public libraries, and soup kitchens, in a manner and form that is easily understandable.
6. Ensure the dispute resolution process identified below is carried out in accordance with the law and district policy.

F. Dispute Resolution

1. The dispute procedure must be available for disputes over eligibility, as well as school selection or enrollment.
2. In the event of a dispute regarding where a child or youth should enroll, the child or youth shall be immediately enrolled in the school in which enrollment is sought pending final resolution of the dispute, including all available appeals. The district shall immediately provide the child's parent or guardian or, in the case of an unaccompanied youth, the youth a written explanation of the decision made regarding the school selection including the right to appeal such decision. Said writing shall be provided in a manner and form understandable to such parent, guardian, or unaccompanied youth and also include the LEL contact information.

The LEL shall carry out the dispute resolution process within 30 calendar days from the date of said writing pursuant to 92 Nebraska Administrative Code 19-005.02.

3. Appeals: Any parent, guardian or other person having legal or actual charge 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 within thirty calendar days of receipt of the decision by following the process in 92 Nebraska Administrative Code 19-005.03 and 19-005.03C.

A party may appeal the decision of the Commissioner or designee by filing a Petition with the State Board of Education within thirty (30) calendar days of the receipt of the decision. Refer to NDE, Rule 19, Section 005.03C for further details. [https://www.education.ne.gov/legal/webrulespdf/CLEAN19\\_2016.pdf](https://www.education.ne.gov/legal/webrulespdf/CLEAN19_2016.pdf)

Legal Reference: Neb. Rev. Stat. Sec. 79-215  
Nebraska Department of Education Rule 19  
McKinney-Vento Homeless Assistance Act, 42 USC Sections 11431, et seq.  
Every Student Succeeds Act

Date of Adoption: [Insert Date]

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

Child's Name: (Last Name) (First Name) (M.I.) Birth Date: Grade

Parent/Guardian Name (Last Name) (First Name) (M.I.) Unaccompanied Youth ("Yes" or "No")

Current Address

Telephone Number: (If phone # not available, phone number of someone who can be contacted and their relationship, if any).

Information provided on this form is confidential.

1. Homeless Status

- a. Do you live in any of these following situations? sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason (example: evicted from home, cannot afford housing, etc.) in a motel, hotel, campground or similar setting due to lack of alternative adequate accommodations in emergency or transitional shelters such as domestic violence or homeless shelters or transitional housing shelter or agency have a primary nighttime residence that is a place not designed for or ordinarily used as a regular sleeping accommodation for humans in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings None of the above. b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State) Dates of Attendance: to Grade level when last attended:

3. Eligible for any of these educational and school related activities and services?

Special Education (IDEA) If yes, please identify disability and special education services previously provided :

- English Language Learners (ELL)  Gifted  Vocational Education
- Other \_\_\_\_\_

4. Possible Barriers to Education

- No Birth Certificate  No immunizations or other medical records
- No School Records  Transportation  School Selection
- Other issues/barriers \_\_\_\_\_

5. Requested Services and Activities to be Provided by Homeless Student Program

- Obtaining or transferring records necessary for enrollment
- Emergency assistance related to school attendance
- Expedited evaluations
- Transportation  Clothing to meet a school requirement  School supplies
- Early childhood program  Tutoring or other instructional support
- Before/after-school, mentoring, summer programs
- Referrals for medical, dental, or other health services
- Referral to other programs/services
- Assistance with participation in school programs
- Parent education related to rights/resources
- Coordination between schools and agencies
- Counseling  Addressing needs related to domestic violence
- Staff professional development/awareness
- Other \_\_\_\_\_

6. Placement

a. School placement requested by parent/guardian or unaccompanied youth:

b. Reason(s) for Request: \_\_\_\_\_

c. Name of "School of Origin" \_\_\_\_\_

(School of Origin means the school that the child attended when permanently housed or the school in which the child was last enrolled).

Enrollment Date \_\_\_\_\_

Has student been withdrawn? \_\_\_\_\_

If so, what was the withdraw date? \_\_\_\_\_

d. Distance from:

i. Residence to the school of origin (miles): \_\_\_\_\_

ii. Residence to the school requested (if not school of origin): \_\_\_\_\_

\_\_\_\_\_  
Parent or Guardian or Unaccompanied Youth's signature

\_\_\_\_\_  
Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act. Please contact the Homeless Coordinator with any questions.

**WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT**

Child's Name: \_\_\_\_\_

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_  
(Name) (Name)

After reviewing your request to enroll the child, the determinations are as follows:

**Homeless student program eligibility:**

- \_\_\_\_\_ Child does not qualify under the homeless student program.
- \_\_\_\_\_ Child qualifies under the homeless student program. This determination was based upon: \_\_\_\_\_

**Placement** (if enrolled under the homeless student program) was made based on best interest of the student. The placement will be at: \_\_\_\_\_  
(Name)

Explanation for this determination (if not school of origin or the choice of parent/guardian or unaccompanied youth, give detail): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you are not satisfied with the determinations, you have the right to use the dispute resolution process. Contact the Homeless Coordinator and complete a Dispute Resolution Form.

**Notices:**

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the Nebraska Commissioner of Education  
Nebraska Department of Education  
Telephone: (402) 471-5020
- You may seek the assistance of advocates or attorneys.

\_\_\_\_\_  
Administrator Date

Written Notification Form was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

Homeless Education Program

DISPUTE RESOLUTION FORM

This form should be completed when a dispute arises over school enrollment/placement.

Child's Name: \_\_\_\_\_

Person completing form: \_\_\_\_\_ (Name) (Relation to Student)

I may be contacted at (address/phone/e-mail): \_\_\_\_\_

I wish to dispute the following decision: \_\_\_\_\_

The decision I am disputing was wrong because (give detailed information in support of your position and use an attachment if necessary): \_\_\_\_\_

\_\_\_\_\_

Persons who have information to support my position (include contact information): \_\_\_\_\_

I request that the following action be taken on this dispute: \_\_\_\_\_

\_\_\_\_\_

Parent or Guardian or Unaccompanied Youth's signature

Date

-----For School Use-----

Date received by Homeless Coordinator \_\_\_\_\_

-----Determination of Homeless Coordinator-----

In compliance with the McKinney-Vento Homeless Assistance Act, the following written notification is provided to:

Parent/Guardian \_\_\_\_\_ Unaccompanied Youth \_\_\_\_\_ (Name) (Name)

After reviewing the information relevant to your dispute my determination is as follows:

\_\_\_\_\_

Explanation for this determination: \_\_\_\_\_

\_\_\_\_\_

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact:

Nebraska Commissioner of Education  
Nebraska Department of Education  
Telephone: (402) 471-5020

\_\_\_\_\_  
Administrator

\_\_\_\_\_  
Date

The Determination of the Homeless Coordinator on this dispute was given to parent/guardian or unaccompanied youth on \_\_\_\_\_ (Date).

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. \_\_\_\_\_ The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to

the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.

e. \_\_\_\_\_ A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.

2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.

b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the Superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if 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. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the

period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
  - i. Religious Freedom. The District will not substantially burden a student's right to religious exercise unless the student's religious exercise is disruptive to the school environment, not permitted by staff, may pose a safety risk, or would otherwise interfere with the school day.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

If the emergency exclusion will be for five school days or less, the procedures for a short-term suspension shall be followed. If the Superintendent or his or her designee determines that an emergency exclusion shall extend beyond five days, a hearing may be held, upon a parent's timely request, and a final determination made within ten school days after the initial date of exclusion. Such procedures shall substantially comply with the procedures set forth in this policy for a long-term suspension or expulsion, and be modified only to the extent necessary to accomplish the hearing and determination within this shorter time period.

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.
- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
  3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.

5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency or sexual conduct. This includes "deep fakes" or other computer-generated images of other students or staff intended to bully, harass, intimidate, or humiliate another student or staff member.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes, including (but not limited to) a violation of the District's dress code and electronic communication device rules.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and

intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.

15. Willfully violating the behavioral expectations for riding school buses or vehicles.

A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:

- a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
- b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing. Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring 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.

For purposes of this policy, the term "dangerous weapon" includes any personal safety or security device (such as tasers, mace and pepper spray). If a student desires to carry or possess a personal safety or security device, the student must obtain prior approval from the building principal before bringing such device on school grounds. If a student obtains prior approval from the building principal, the student must store the device during the school day in the student's locker, in the main office or in another secure location designated by the building principal. A student shall not carry a personal safety or security device during the school day.

- D. Additional Student Conduct Expectations and Grounds for Discipline. The following additional student conduct expectations are established. Failure to comply with such

rules is grounds for disciplinary action. When such conduct occurs on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or by his or her designee, or at a school-sponsored activity or athletic event, the conduct is grounds for long-term suspension, expulsion or mandatory reassignment.

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is reasonably forecasted to interfere 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:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - c. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - d. Head wear including hats, caps, bandannas, and scarves.
  - e. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - f. Clothing or jewelry that is gang related

A student who is a member of an indigenous tribe of the United States or another country may wear tribal regalia in any location where the student is authorized to be on such school grounds or at any school function, as long as the tribal regalia does not interfere with the educational process and does not endanger another person, as determined by the administration. Further, students will also be permitted to wear attire, including religious attire, natural and protective hairstyles, adornments or other characteristics associated with race, national origin, or religion, as long as the attire does not interfere with the educational process and does not endanger another person, as determined by the administration.

No student shall be disproportionately affected by a dress code or grooming policy enforcement because of the student's gender, race, color, religion, disability, or national origin.

No school staff shall permanently or temporarily alter or cut a student's hair.

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.

A student dress code violation will be treated as a minor rule violation and may not require the student to miss substantial classroom time, instructional time, or school activities. However, a repeated violation of school rules may subject the student to further discipline, as outlined in this Policy.

2. Academic Integrity.

- a. Policy Statement: Students are expected to abide by the standards of academic integrity established by their teachers and school administration. Standards of academic integrity are established in order for students to learn as much as possible from instruction, for students to be given grades which accurately reflect the student's level of learning and progress, to provide a level playing field for all students, and to develop appropriate values.

Cheating and plagiarism violate the standards of academic integrity. Sanctions will be imposed against students who engage in such conduct.

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:

(1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:

(a) Tests (includes tests, quizzes and other examinations or academic performances):

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.

(ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student

- looks at personal notes or the textbook during the test.
- (iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.

- (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
      - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
    - (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
  - (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
    - (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.
    - (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
  - (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time

and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.

(2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.

(3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

#### E. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student's maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student's parent of the fact that the referral to legal authorities has been or will be made.

The foregoing reporting standards shall be reviewed annually by the school Board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.

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.

Legal Reference:      Neb. Rev. Stat. Sections 79-254 to 79-296  
                                 Neb. Rev. Stat. Section 79-2,160

Date of Adoption:    [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in Fremont Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

#### Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in Fremont Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

### B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

### C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not typically enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will ordinarily not be available for non-public school students.
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on

the high school campus.

8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. Non-resident students may only be admitted on a part-time basis or permitted to participate in a school-sponsored extracurricular activity when required by law. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in the semester in which the student participates in an extracurricular activity. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

StudentsPromotion and Retention

Students will typically progress annually from grade to grade. A student may be retained at a grade level or be required to repeat a course or program when such is determined in the judgment of the Principal, in consultation with the student's teachers and counselor, to be appropriate for the educational interests of the student and the school's educational program.

If a parent or guardian would like their student to retake a grade level, the parent or guardian must meet with the Superintendent or designee to discuss the student repeating a grade. At that meeting, the parent or guardian must provide evidence of academic needs, illness, or excessive absenteeism that would warrant the student to repeat the grade. A student in kindergarten through fourth grade may be retained due to academic needs, illness, or excessive absenteeism. A student in grades fifth through twelfth grade may be retained due to excessive absenteeism. At such meeting, the Superintendent or designee shall identify any alternative educational opportunities, including remedial instruction, if applicable, and verify any special education supports available to such student. If the student's parent or guardian still intends for their student to repeat a grade, such parent or guardian shall then complete the required form and return such form to the District. Upon completion of the form and if all requirements pursuant to this policy and law are met, the District shall permit the student to repeat the student's grade for the next school year.

Legal Reference: Neb. Rev. Stat. Sec. 79-526 & 79-2,161

Date of Adoption: [Insert Date]



Request to Repeat a Grade  
August 2024

[Nebraska Revised Statute 79-2.161](#) establishes a procedure whereby a parent or guardian can request their child to repeat a grade for the following reasons:

- a) Academic needs (*Student in grades Kindergarten thru fourth*) – Academic needs means that a child is at least one year below grade level and behind the child's typically developing peers in reading, English, and language arts such that the child does not possess the necessary academic skills required to succeed in reading, English, and language arts at grade level for the next grade the student would otherwise advance to
- b) Excessive Absenteeism (*Student in grades K-12*) – Excessive absenteeism means that the child was absent fifty percent or more of the school year and includes excused absences, unexcused absences, and absences due to suspension or expulsion. Absences due to approved school-related activities, such as field trips, competitions, athletic events, and testing, are not included; and
- c) Illness (*Student in grades Kindergarten thru fourth*) - Illness means that the child experienced a severe mental or physical illness resulting in hospitalization of two or more weeks during the school year.

A parent or guardian intending to have their child repeat a grade shall request a meeting with school district superintendent or their designee to discuss the decision. The meeting should identify any alternative educational opportunities. If after meeting with the superintendent or their designee, the parent still wishes to retain their child, they must complete this form.

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

**Name of Child:** \_\_\_\_\_

**Grade Level to be Repeated:** \_\_\_\_\_

**Current School District:** \_\_\_\_\_

**Date of Meeting with District:** \_\_\_\_\_

**Reason and Description for Requesting Repeating of Grade:**

Academic Needs (K-4)

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Excessive Absenteeism (K-12)

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Illness (K-4)

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**Summary of Meeting with Superintendent or their Designee:**

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Please submit this form to the superintendent or their designee with whom you met initially about the request for retention. Upon completion of the form, and if all requirements are met, the school district shall honor the request to repeat a grade for the next school year.

\_\_\_\_\_  
Signature of Parent/Guardian                      Date

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**To be completed by district:**

**School of Attendance Name:** \_\_\_\_\_

**School of Attendance Code:** \_\_\_\_\_

**Student State ID (To be Provided by District):** \_\_\_\_\_

\_\_\_\_\_  
Signature of Superintendent/Designee                      Date

Districts, please retain a copy of this form, and email [nde.form@nebraska.gov](mailto:nde.form@nebraska.gov) for instructions on how to securely submit this form.

## Students

### Student Records

School staff shall maintain student records in compliance with state and federal law.

#### Confidentiality of Student Records.

Student files and other education records shall not be released or divulged except in compliance with state and federal law.

School officials 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. A school official who violates this restriction shall be subject to disciplinary action up to and including termination.

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 and effectively provide the function or service for which they are responsible.

A school official for purposes of access to education records 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.

To the extent permitted by law, contractors, consultants and volunteers may be permitted to have access to education records where they are performing a function or service that would otherwise be done by a school employee. Their access is limited to education records in which they have a legitimate educational interest; which means records needed to effectively provide the function or service for which they are responsible.

#### Student and Parent Access to Student Records.

A parent or guardian of a student or former student, and a student or former student who is eighteen (18) years of age or older, shall be given the opportunity upon request to inspect and review the education records of the student or former student. Non-custodial parents will be provided full and equal access to the education records of his or her child unless there is a court order to the contrary.

#### Maintenance and Destruction.

Student files or records shall be so maintained so as to separate academic and disciplinary matters. All disciplinary material in a student's file shall be removed and destroyed after the student's continuous absence from the school for a period of three (3) years.

Amendment of Student Records.

Parents and eligible students (a student who has reached 18 years of age or is attending an institution of postsecondary education) have the right to challenge any information contained in the records that they believe is inaccurate, misleading or violates the privacy rights of the student. Such a challenge may be made by making a written request to the Principal to amend the records. If a decision is made not to amend the education records in accordance with the request, the Principal shall so inform the parents of the student and the Superintendent. The parent shall be advised of the right to a hearing.

If a hearing is requested, the Superintendent shall conduct a hearing (or delegate the role to another school official who does not have a direct interest in the outcome of the hearing) and provide the parent or eligible student a full and fair opportunity to present evidence relevant to the issues raised in conformance with applicable law.

Legal Reference:      Neb. Rev. Stat. Sections 42-364(4) and 42-381  
                              Neb. Rev. Stat. Sec. 43-3001  
                              Neb. Rev. Stat. Sections 79-2104 and 79-2105  
                              Neb. Rev. Stat. Sec. 79-539  
                              Neb. Rev. Stat. Sections 84-1201 to 84-1220  
                              Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g

Date of Adoption:    [Insert Date]

## **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 at the time the record was created.

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 or otherwise allowed by law. 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:

Office of the Chief Privacy Officer  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202

### **Notice Concerning Directory Information**

The District may disclose directory information. The primary purpose of directory information is to allow the District to include information from your child's education records in certain school publications. Examples may include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Under FERPA, "directory information" is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. The types of personally identifiable information that the District has designated as directory information are as follows:

1. Student's Name, address, telephone number, and the name, address, telephone number, e-mail address and 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 extra-curricular participation;
6. Student's achievement awards or honors;
7. Student's weight and height if a member of an athletic team; and
8. Student's photograph.

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, or would otherwise not be in a student's best interests.

A parent or eligible student has the right to refuse to let the District designate information about the student as directory information. Parents or guardians may refuse to allow their student's information to be designated as "directory information" at any time during the school year, so long as the parent or guardian notifies the Superintendent in writing.

**Notice Concerning Designation of Law Enforcement Unit:**

The District designates the Fremont 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 schools in the District, and (3) maintaining safe and drug free schools.

StudentsAssociation Activities

The Fremont Public School District is a member of the Nebraska School Activities Association, which is a voluntary organization of public and private schools of Nebraska organized for the purpose of promoting and regulating the competition between schools in what is generally known as the extracurricular activities.

All students participating in extracurricular activities shall follow the rules provided by the Nebraska School Activities Association and rules of Fremont Public Schools. The Superintendent or designee shall, as required by law, designate each school-sponsored interscholastic athletic team or sport as either: (1) boys; (2) girls; or (3) mixed.

Students who represent Fremont Public Schools in any of its allied or extracurricular activities shall practice a high level of citizenship both in school and in community living.

Legal Reference: LB 89 (2025)

Date of Adoption: [Insert Date]

StudentsIdentification of Learners with High Ability

The Board of Education recognizes that the student population includes students with exceptional academic abilities. Efforts to refer and identify learners with high ability will be made at each grade level. Multiple criteria shall be used for identification purposes and identification efforts shall be inclusionary.

The Superintendent or designee shall develop and implement such criteria to identify high ability learners and shall take steps to offer accelerated or differentiated curriculum programs that will address the educational needs of the identified students at levels appropriate for the abilities of those students. The accelerated or differentiated curriculum programs shall meet the standards of quality established by the Nebraska Department of Education.

Legal Reference: Neb. Rev. Stat. Sections 79-1106 to 79-1108.03  
NDE Rule 3

Date of Adoption: [Insert Date]

StudentsFoster Care Student Transportation

In accordance with federal and state law, the District's written transportation procedures for foster care children are as follows:

**Students to be Transported**

DHHS will contact the District to inform the District of a foster care student living in the District and/or to be educated by the District. The District will communicate with DHHS on any further matters concerning said foster care student(s).

**School of Origin**

The District will work to develop a transportation plan for each foster care student needing transportation to the student's school of origin, as defined and required by federal law. Each student's situation will be different, so there is no single transportation plan for every foster care student. Transportation options may include: (1) the foster care family; (2) a bus or school vehicle; (3) transportation to a pickup location; or (4) some other form of transportation in accordance with state and federal law. Foster care students on an IEP may require other considerations and/or different transportation obligations.

When required by law, the District will coordinate the foster care student's transportation to the school of origin while any disputes regarding transportation until the disputes are resolved.

**Costs**

If the student can be transported by the District without the District incurring any additional costs, then the District will normally transport the student. However, if the District will need to incur additional costs to transport the student, then DHHS will cover any such additional costs associated with the foster care student's transportation. If the District and DHHS are unable to agree on a transportation plan, the District and DHHS will work together to resolve any differences.

**Oversight, Implementation, and Administration**

The District's Homeless Liaison is responsible for overseeing these procedures, updating them as needed, and otherwise ensuring that the District complies with the transportation requirements for foster care students.

Legal Reference: 20 U.S.C. § 6312.

Date of Adoption: [Insert Date]

InstructionParental/Community Involvement in Schools

Fremont Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent, guardian, or educational decisionmaker of a student has a complaint or objection to textbooks, tests, curriculum materials, activities, digital materials, websites or applications used for learning, training materials for teachers, administrators, or staff, and any other instructional materials, the parent, guardian, or educational decisionmaker may request a personal conference with appropriate school personnel to discuss such concerns. The Superintendent or designee shall prepare a complaint form which may be used by a parent, guardian, or educational decisionmaker to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent, guardian, or educational decisionmaker.
2. Upon reasonable advance request, a parent, guardian, or educational decisionmaker will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the child, other students, and the educational staff.
3. Parents, guardians, and educational decisionmakers are encouraged to communicate to school staff when the parent, guardian, or educational decisionmaker believes it to be appropriate for their child to be excused from testing, classroom instruction, learning materials, activities, guest speaker events, and other school experiences that the parent, guardian, or educational decisionmaker finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent, guardian, or educational decisionmaker concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the objection, and a proposed solution for dealing with the objection that would be satisfactory to the parent, guardian, or educational decisionmaker and consistent with the mission of the District and legitimate school interests. Parents, guardians, and educational decisionmakers are encouraged to contact the building principal with any questions about any test, curriculum, or surveys.
4. Upon request of a parent, guardian, or educational decisionmaker the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.

5. The District will notify parents, guardians, and educational decisionmakers when their child may be subjected to a standard norm referenced or criterion referenced test or standardized tests. When reasonable to do so or required by law, the parents, guardians, or educational decisionmakers will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent, guardian, or educational decisionmaker of such student shall be prohibited unless a parent, guardian, or educational decisionmaker requests in writing that such tests be administered to their child.
6. Parents, guardians, and educational decisionmakers will be notified in advance of any school-sponsored survey administered to students of the District when the survey concerns one or more of the following areas:
  - Political affiliations or beliefs of the student or the student's parent, guardian, or educational decisionmaker;
  - Mental or psychological problems of the student or the student's family;
  - Sex behavior or attitudes;
  - Illegal, anti-social, self-incriminating, or demeaning behavior;
  - Critical appraisals of other individuals with whom respondents have close family relationships;
  - Legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
  - Religious practices, affiliations, or beliefs of the student or student's parent, guardian, or educational decisionmaker; or
  - Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

Any survey administered by the District that asks a student to disclose any of the aforementioned topics, including any non-anonymous survey requesting a student provide information relating to drug, vape, alcohol, or tobacco use, then the District will, at least fifteen days prior to the administration of the survey, notify parents, guardians, and educational decisionmakers that their students will receive the survey. This notice must describe the nature and types of questions included in the survey, the purposes and age-appropriateness of the survey, how information collected by the survey will be used, who will have access to such information, the steps that will be taken to protect student privacy, and whether and how any findings or results of such survey will be disclosed. After receiving such notice, parents, guardians, and educational decisionmakers may request a copy of the survey, review the survey, and/or exempt their student from participating in the survey.

No survey requesting sexual information of a student shall be administered to any student in kindergarten through grade six.

No personally identifiable information of any student survey shall be disclosed unless permitted or required by state and federal law.

7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents, guardians, or educational decisionmakers as to any concerns, objections, or other information such parents, guardians, or educational decisionmakers would wish to provide to the school district concerning a parent's, guardian's, or educational decisionmaker's access, involvement, and participation in activities of the school.

Legal Reference:      Neb. Rev. Stat. Sections 79-530 to 79-533  
                                 Family Educational Rights and Privacy Act, 20 U.S.C. 1232g  
                                 Protection of Pupil Rights Amendment, 20 U.S.C. 1232h

Date of Adoption:      [Insert Date]

Instruction

Behavioral Intervention and Classroom Management

1. Purpose

The District is committed to creating a learning environment where every individual is valued, respected, and supported. This Policy emphasizes the shared responsibility of individuals for their actions and their ability to learn, grow, and thrive. This Policy further provides a framework for encouraging positive behavior, addressing challenges in a caring and constructive way, and ensuring safe and supportive school and classroom environments.

2. General Principles

As part of the District’s commitment to all students, the Board hereby implements a tiered-system of support to foster a positive school climate and culture, encourage appropriate student behavior, and provide the necessary supports for academic and behavioral success.

This Policy does not replace or alter the Student Discipline Act when behaviors warrant student disciplinary action under that Student Discipline Act.

3. Standards

<b>Tier 1: Universal Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared Leadership</b>	Develop and maintain a district-wide behavior framework, ensuring alignment with the district's vision and goals. Establish a leadership team to oversee implementation and sustainability.	Create school-level leadership teams to implement the district behavior framework. Build systems to support staff in consistent implementation of universal behavior strategies.	Teachers set up clear, consistent behavior expectations aligned with school and district policies. Classroom routines and physical environments are structured to promote positive behaviors.
<b>Layered Continuum of Support</b>	Ensure all schools have access to evidence-based universal behavior practices and instructional tools for promoting positive behavior.	Develop a school-wide plan for teaching and reinforcing positive behavior expectations for all students.	Integrate the development of emotional and interpersonal skills into daily instruction and explicitly teach expected behaviors.
<b>Data-Based Decision-Making</b>	Implement a district-wide behavior data system for tracking	Use behavioral data to assess school culture,	Collect and reflect on classroom behavior data to identify patterns or

	student behavioral incidents, attendance, and other indicators of behavior. Analyze district trends to guide support for schools.	climate and adjust universal supports.	unanticipated signs of distress and adjust teaching practices as needed.
<b>Communication and Collaboration</b>	Share district-wide behavior policies, expectations, and data with all stakeholders, including families and the community.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom.
<b>Tier 2: Targeted Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared leadership</b>	Provide a menu of evidence-based Tier 2 intervention and training for implementation.	Develop intervention teams to identify students in need of Tier 2 support and manage their plans.	Teachers collaborate with intervention teams to integrate targeted strategies into the classroom that align with school and district policies.
<b>Layered Continuum of Support</b>	Allocate resources to support targeted interventions, such as additional staff or training for small group supports.	Implement interventions such as mentoring programs, social skills groups, or targeted behavior coaching.	Provide additional supports like daily progress monitoring and structured break.
<b>Data-Based Decision-Making</b>	Use district-wide systems to track the effectiveness of Tier 2 interventions and adjust as needed.	Monitor progress using behavior data: point sheets, observations, or student self-assessments and input data in district-wide systems.	Document daily data on student progress to evaluate the impact of interventions.
<b>Communication and Collaboration</b>	Facilitate communication between schools, families, and community partners about available Tier 2 supports.	Engage families in the intervention process by providing regular updates and involving them in problem solving and goal setting.	Maintain open lines of communication with families about their child's progress and strategies to promote support the behavior goals at home.
<b>Tier 3: Intensive, Individualized Supports</b>			
	<b>District Level</b>	<b>School Level</b>	<b>Classroom Level</b>
<b>Sound Infrastructure &amp; Shared leadership</b>	Ensure access to specialized staff to design and oversee intensive interventions.	Assemble a multidisciplinary team to develop and implement Functional Behavioral Assessments (FBAs) and Behavior	Collaborate with specialists to integrate individualized supports into classroom routines that align with school and district policies.

		Intervention Plans (BIPs).	
<b>Layered Continuum of Support</b>	Coordinate external services and resources for students requiring wraparound support beyond the school.	Provide interventions or sessions tailored to the student's unique needs and communicate with external services and resources to align supports for students.	Consistently implement accommodations and modifications, such as sensory supports or de-escalation plans, to address individual behaviors.
<b>Data-Based Decision-Making</b>	Regularly review data on Tier 3 interventions and outcomes to ensure its effectiveness.	Use detailed, frequent data collection to refine and adjust BIPs based on student progress.	Implement daily monitoring and adjust individualized strategies as data indicates.
<b>Communication and Collaboration</b>	Partner with community agencies to align supports for students with complex needs.	Conduct regular meetings with families to review and revise plans based on student progress.	Provide ongoing feedback to families and specialists about the student's daily performance, progress, and needs.

4. Addressing Dysregulated Behavioral and Classroom Removal

This Policy outlines a structured approach for managing dysregulated behavior that disrupts the learning environment or poses safety concerns. The aim is to ensure the safety and well-being of all students and staff, while supporting the student in developing self-regulation skills and reintegrating into the classroom.

A. Criteria for Removal

- i. *Safety Concerns*: Immediate removal may occur if a student poses a threat to their own safety, the safety of others, or the environment.
- ii. *Disruption to Learning*: Removal may be necessary if the student's behavior significantly disrupts instruction or the learning environment.
- iii. *Attempted Interventions*: Whenever possible, staff should use de-escalation techniques, behavior redirection, or other Tier 1 or Tier 2 interventions before considering removal. Severe behaviors that endanger safety may bypass prior interventions.

B. Procedure for Removal

- i. *Behavior Documentation*: The teacher or staff member documents the behavior leading to the removal, including antecedents, attempted interventions, and the incident itself. A clear, objective description of the behavior must be included.

- ii. *Safe Transition*: The student is escorted to a designated safe space, such as the office or a designated calming area, by trained personnel. Efforts are made to ensure the student remains calm and safe during the transition.
- iii. *Notification*: Parents or guardians are notified as soon as possible about the removal. A detailed account of the behavior and any interventions attempted are shared.

C. Post-Removal Actions

- i. *Restorative Meeting*: A meeting involving the student, parents or guardians, teacher or other designated staff member, and administrator may be scheduled to review the behavior, its impact, and steps to prevent recurrence. The meeting emphasizes restoring relationships and understanding the root cause of the behavior.
- ii. *Behavior Support Plan (if needed)*: For recurring incidents, a behavior support plan is developed or reviewed, including targeted interventions and supports aligned with the student's needs. The plan may include strategies such as check-ins, mentoring, or additional behavioral learning supports.

D. Transition Back to the Classroom

- i. *Reintegration Plan*: The student returns to the classroom with appropriate support, which may include a reintegration checklist, a designated buddy, or frequent check-ins with a trusted adult. Expectations and routines are explicitly reviewed with the student.
- ii. *Ongoing Support and Monitoring*: Follow-up meetings with the student, teacher or other designated staff member, and parents/guardians are scheduled to evaluate progress. Data from behavior observations are used to adjust interventions and supports as needed.
- iii. *Focus on Positive Growth*: A strengths-based approach is applied to recognize and reinforce improvements in behavior.

5. Communication and Collaboration

Families are partners in addressing the student's behavior and supporting reintegration. School staff will provide clear and transparent communication about any incident, the student's plan for return, and available resources. Collaboration will also occur between general education, special education, school psychologist, behavior specialists, school counselors, and/or social workers to ensure all supports align with the student's needs and strengths.

6. Required Training

The District will ensure that school employees are trained in behavioral awareness and intervention as required by this Policy and state law. The Superintendent is hereby delegated the authority and responsibility to develop or contract for such training and to ensure that the appropriate staff receive said training as required by state law.

7. Monitoring and Feedback

Parents, guardians, students, advocates and community members are encouraged to provide feedback on this Policy and the District's actions under this Policy. The Superintendent or designee is also directed to provide any feedback to the Board of Education as the Superintendent deems appropriate.

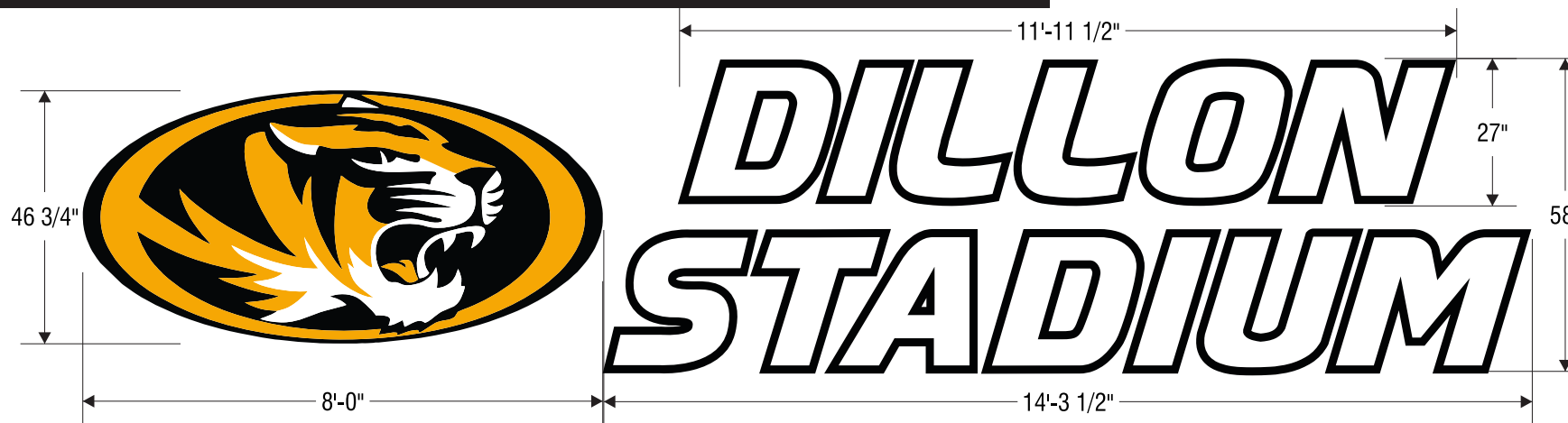
Legal Reference: Neb. Rev. Stat. § 79-262.01

Date of Adoption: [Insert Date]

**Scale - NOTED**

**Scoreboard with Non-Illuminated Letters**

Non-illuminated letters mounted to a 3" square tube arch that is powder coated Black. The letters are cut out of aluminum, powder coated Black with Sunflower (220/225-25) white vinyl lettering applied to the first surface.



Scale  $\frac{3}{8}'' = 1'$

- Fabricate 5' x 25' Truss with mesh & non-illuminated letters & logos
- Dak board is FB-2023 split into two sections Dimensions are 4'H x 25'W x 11"D each Paint is Black 8800 White stripe is replaced with 220/225-25 Sunflower vinyl striping
- Install 13' x 25' video board
- (2) Delay of Game (DOG) clocks, location on a mobile cart beyond the end zone, on opposite ends of the field.
- 11" deep sponsor cabinet pre-finished black aluminum with white aluminum sponsor panels. Each sponsor panel measures 22" x 98.66" giving a 1" black border.



Scale  $\frac{1}{4}'' = 1'$



6958 N 97th Cir,  
Omaha, NE 68122

Customer Logo:	Customer:
	Location:

Type of Signage:

Specifications:

Color Schedule:

Signed & Dated customer approval MUST be on file before production is started. This is an original drawing by American Lift & Sign Service. This design is the property of American Lift and is not to be reproduced or shared without our written consent.

Date of Original Drawing:  
Revision: \_\_\_\_\_  
Revision: \_\_\_\_\_  
Revision: \_\_\_\_\_

Drawn By: *Amy Cox*

\*Changes to design after approval may result in additional charges\*


**Customer Approval**

Approved as drawn  Make noted corrections and resubmit


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

DRAWING NO.  
**20250**

**Vinyl Color:**

 Sunflower 220-25

**Paint Color:**

 Black 8800

**FHS Exchange Students 2025-2026 School Year**  
**Approval Request: June 9, 2025**

Fremont High School is requesting approval from the Fremont Board of Education for the following exchange students for the 2025-2026 school year.

Lovinda Veronique Martin

Country: Guadeloupe

Host Family: Tara Smith and Pat Harris

Company: Greenheart Exchange



## FREMONT ACTIVITIES DEPARTMENT

1750 North Lincoln Avenue  
Fremont, NE 68025  
402-727-3050  
(fx) 402-727-3033

6/2/2025

### **Mr. Shepard and Members of the FPS Board of Education,**

I am requesting your approval for the establishment of one new cooperative agreement and the renewal of six existing cooperative sponsorship agreements for the 2025–26 and 2026–27 school years in the following sports:

#### **New Cooperative Agreement:**

- **Unified Bowling** – with Logan View High School  
*(FHS entered a cooperative agreement for bowling with Logan View during the 2024–25 school year.)*

#### **Cooperative Agreement Renewals:**

##### **Fall Season:**

- Boys Tennis – with Archbishop Bergan High School
- Softball – with Archbishop Bergan High School

##### **Winter Season:**

- Swimming & Diving – with Archbishop Bergan, Arlington, and Blair High Schools

##### **Spring Season:**

- Baseball – with Archbishop Bergan High School
- Girls Tennis – with Archbishop Bergan High School
- Boys & Girls Soccer – with Archbishop Bergan, Arlington, and Logan View High Schools

As required by the Nebraska School Activities Association (NSAA), cooperative agreements must be renewed every two years by all participating schools. The renewals listed above will ensure compliance for the 2025–26 and 2026–27 school years.

Thank you for your consideration.

Scott Anderson

Securly Filter & Classroom Renewal Request  
Fremont Public Schools Board of Education  
June 9, 2025

Members of the Board,

Securly Filter has been used since the 2018-2019 school year to provide internet filtering on Chromebooks. It allows filtering wherever the Chromebook is used: at school or at home, or wherever. Securly Classroom was added in 2021 as a part of our move to a 1-to-1 Chromebook implementation. Securly Classroom provides our teachers with the resources and tools to block specific, often distracting, websites during class time, send specific websites to students, and lock students into class websites during a lesson. Teachers can also limit the number of tabs students have open, and send class announcements such as during independent work time a reminder that ends in 5 minutes. These features can be scheduled to automatically happen during class time and allow for class settings to occur while a substitute teacher is in the room.

The current Securly Anywhere Filter and Classroom subscriptions expire in June. Securly Anywhere Filter is part of the ESUCC coop purchasing program providing preferred pricing to Nebraska schools. We have renewed Securly Anywhere Filter at 5,000 licenses, \$2.23 each for a total estimated cost of \$11,150.00 for the 2025-2026 school year. The Securly Classroom subscription, with an initial price of \$4.48 per license, 5,020 licenses is \$22,489.60. If 10,000 or more licenses are purchased through the ESUCC then the price per license will be \$3.30 per license or \$16,566.00. Final cost will be determined by the actual quantity of licenses and renewals ESUCC receives and whether it meets the quantity discount levels. (this applies to both Filter and Classroom)

Administration is requesting your approval for the renewal of Securly Filter and Classroom at a cost not to exceed \$33,639.60 through the General Fund.

Thank you for your Consideration,

Cliff Huss  
FPS Director of Technology & Information Services

Kate Heineman  
FPS Executive Director of Teaching and Learning



# Fremont School District 1 -- Renewal

**Fremont School District 1**  
1750 North Lincoln Avenue  
Fremont, Nebraska 68025

Reference: 20250527-152235795

Quote created: May 27, 2025

Quote created by: Colton Fairbourn

coltonfairbourn@skillstruck.com

+18016188225

**Allie Graham**

allie.graham@fpsmail.org

402-660-8654

**Kate Heineman**

Executive Director of Teaching and Learning

kate.heineman@fpsmail.org

(402) 727-3086

**Services Offered by Skill Struck**

Student Platform Access: Students will receive access to Skill Struck's platform, according to the Products & Services listed below.

Teacher Platform and Tools: Skill Struck will also provide administrators and teachers with in-platform tools related to teaching and tracking student progress within the Skill Struck platform.

Customer Support: Skill Struck will provide customer support in accordance with our [Support Terms](#).

Professional Development: Professional development services (if any) will be outlined in the Products and Services section of this quote.

By signing this quote, you also agree to [Skill Struck's terms of service](#).

### Purchased Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Skill Struck Site License Voyage Site License, per site per year.	SS-03	3	\$6,400.00 / year	\$19,200.00 / year for 1 year
<b>Payment starts: July 31, 2025</b>				

**Due now \$0.00**

**Total Contract Amount \$19,200.00**

### Purchase Terms | Dates and Pricing

Skill Struck will provide the listed services to for the period July 1, 2025 until June 30, 2026 at the prices found in this quote. Please note: This quote does not include any applicable taxes.

Skill Struck will activate student licenses upon receiving payment. All invoices will be due Net-30. Access our W-9 [here](#).

Please forward this to the applicable purchasing department as needed.

For additional billing questions or information, please contact [billing@skillstruck.com](mailto:billing@skillstruck.com)

### Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed name

# TECHNOLOGY MEMO

## FPStech

To: Fremont Public Schools Board of Education

From: Cliff Huss

Date: June 9, 2025

RE: Chromebook Carts Purchase

Members of the Board,

This request is to proceed with a hardware purchase of Chromebook carts.

The carts will be used to store Chromebooks at JCAC and the elementary buildings.

Total quantity of Chromebook carts: 55

CDWG and Amazon Business Prime were contacted to obtain price quotes from vendors for quantity pricing. The lowest quoted price was received from Amazon Business Prime at a per cart price of \$332.63.

This request is to proceed with the purchase of 55 Chromebook carts at a per cart price of \$332.63, for a total cost of: \$18,294.65 from Amazon Business Prime.

This purchase will be funded by the General Fund.

Thank you

Cliff Huss