

**RAYMOND CENTRAL PUBLIC SCHOOLS - DISTRICT #55-0161**  
BOARD OF EDUCATION REGULAR MEETING, MONDAY, JUNE 10, 2019 - 6:30 PM  
RAYMOND CENTRAL JR-SR HIGH SCHOOL - SWING CLASSROOM #108  
1800 WEST AGNEW ROAD  
RAYMOND, NE 68428-9783

**AGENDA**

1. Call to Order and Pledge of Allegiance
2. Hearings for policies: 5415 Bullying - 5416 Student Fees - 5419 Restraint and Seclusion - 6400 Parent Involvement.
3. Motion to Excuse Board Member's Absence
4. Open Meeting Law
5. Consent Agenda
  1. Regular Minutes of May 15, 2019
  2. Financial Statement/Report
  3. Monthly Bills
6. Correspondence/Recognition
7. Public Forum
8. Discussion Items
  1. Administrative Reports
  2. Curriculum Report
    1. INSIGHTS Program Update - Kendra Carlson
  3. Superintendent's Report
    1. Goal 1: Foster a positive district climate by building strong internal and external relationships to support student achievement.
    2. Goal 2: Continue the creation of a 5 year facilities strategic plan for implementation that addresses maintenance and improvements for existing building assets.

3. Goal 3: Foster a learning environment in which every student has the maximum opportunity to achieve academic excellence.
4. Goal 4: Continue to foster transparency in district communications using all available media technologies.
5. 2018-2019 Raymond Central Strategic Plan

4. Facilities Report

5. Review of Technology Plan

6. Committee on American Civics (Breitkreutz - chair, Springer, Burklund)

7. Transportation Committee (Black- Chair, Breitkreutz, Springer)

8. Finance Committee (Springer- chair, Blanchard, Breitkreutz)

9. Facilities Committee (Blanchard- chair, Springer, Burklund)

10. Negotiations Committee (Black- chair, Gould, Blanchard)

11. Curriculum Committee (Gould - chair, Black, Burklund)

12. Policy Committee (Springer- chair, Gould, Black)

13. Update of Raymond Central Crisis and Safety Protocol

14. NASB Monthly Update

15. Review 2018-2019 Student Participation Numbers - Consider, discuss, and take all necessary action

16. EBS Lease Agreement with Pegasus/Xanadoo - Consider, discuss, and take all necessary action

17. enVision Mathematics for Grades 3-5 - Consider, discuss and take all necessary action

18. Proposal to Maintain Track - Top Coating - Consider, discuss, and take all necessary action

19. Review Public Forum Presentation(s) - Consider, discuss, and take all necessary action

9. Action Items

1. Approval of Policies: 5415 Bullying, 5416 Student Fees, 5419 Restraint and Seclusion, and 6400 Parental Involvement
  2. Approval of Annual School Board Policies
  3. First Reading of Policy 4030
  4. First Reading of Policy 5012
  5. Eliminate Policy 6500, Per NDE
  6. Approval of Staff Appointment
  7. Approval of Surplus Item(s)
  8. Approval of Milk Bid for 2019-2020
  9. Approval of 2019-2020 Lunch Prices (No Increase)
  10. First Reading: 1 to 1 Chromebook Initiative Policies and Procedures
  11. Approval of Next Regular Board Meeting - Monday July 8, 2019
10. Adjournment
1. Important Upcoming Dates:
    - July 1 - Final Vision 2025 Meeting @ 6 PM
    - July 8 - Regular BOE Meeting @ 6:30 PM
    - July 16 - BOE Retreat @ 6:00 PM
    - August 14 - First Day of School
    - August 14 - Regular BOE Meeting @ 6:30 PM
  - 2.

**Anti-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. § 79-2,137  
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
NDE February 2003 State Board Action; Reaffirmed December 2005

Date of Adoption: April 20, 2009  
Date of Revision: June 4, 2018

### **Student Fees Policy**

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

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

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

Under the Public Elementary and Secondary Student Fee Authorization Act, the District is required to set forth in a policy its guidelines or policies for specific categories of student fees. The District does so by setting forth the following guidelines and policies. This policy is subject to further interpretation or guidance by administrative or Board regulations which may be adopted from time to time. The Policy includes Appendix "I," which provides further specifics of student fees and materials required of students for the 2008-2009 school year. Parents, guardians, and students are encouraged to contact their building administration or their teachers or activity coaches and sponsors for further specifics.

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

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

2. Personal or consumable items & miscellaneous.
  - (a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participation in extracurricular activities.
  - (b) Courses
    - (i) General Course Materials. Items necessary for students to benefit from courses will be made available by the District for the use of students during the school day. Students may be

encouraged, but not required, to bring items needed to benefit from courses including, but not limited to, pencils, paper, pens, erasers, notebooks, trappers, protractors and math calculators. A specific class supply list will be published annually in a Board-approved student handbook or supplement or other notice. The list may include refundable damage or loss deposits required for usage of certain District property.

- (ii) Damaged or Lost Items. Students are responsible for the careful and appropriate use of school property. Students and their parents or guardian will be held responsible for damages to school property where such damage is caused or aided by the student and will also be held responsible for the reasonable replacement cost of school property which is placed in the care of and lost by the student.
  - (iii) Materials Required for Course Materials. Students are permitted to and may be encouraged to supply materials for course projects. Some course projects (such as projects in art and shop classes) may be kept by the student upon completion. In the event the completed project has more than minimal value, the student may be required, as a condition of the student keeping the completed project, to reimburse the District for the reasonable value of the materials used in the project. Standard project materials will be made available by the District. If a student wants to create a project other than the standard course project, or to use materials other than standard project materials, the student will be responsible for furnishing or paying the reasonable cost of any such materials for the project.
  - (iv) Music Course Materials. Students will be required to furnish musical instruments for participation in optional music courses. Use of a musical instrument without charge is available under the District's fee waiver policy. The District is not required to provide for the use of a particular type of musical instrument for any student.
  - (v) Parking. Students may be required to pay for parking on school grounds or at school-sponsored activities, and may be subject payment of fines or damages for damages caused with or to vehicles or for failure to comply with school parking rules.
3. Extracurricular Activities-Specialized equipment or attire. Extracurricular activities means student activities or organizations which are supervised or administered by the District, which do not count toward graduation or advancement between grades, and in which participation is not otherwise required by the District. The District will generally furnish students with specialized equipment and attire for participation in extracurricular activities. The District is not required to provide for the use of any particular type of equipment or attire. Equipment or attire fitted for the student and which the student generally wears exclusively, such as dance squad, cheerleading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extra curricular activities or for paying a reasonable usage cost for such equipment or attire. For musical extracurricular activities, students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

4. Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities for the 2008-2009 school year are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.
5. Postsecondary Education Costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.
6. Transportation Costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.
7. Copies of Student Files or Records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the 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.
8. Participation in Before-and-After-School or Pre-kindergarten Services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.
9. Participation in Summer School or Night School. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.
10. Breakfast and Lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.
11. Waiver Request Form. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

12. Distribution of Policy. The Superintendent or the Superintendent's designee shall publish the District's student fee policy in the Student Handbook or the equivalent (for example, publication may be made in an addendum or a supplement to the student handbook). The Student Handbook or the equivalent shall be provided to every student of the District or to every household in which at least one student resides, at no cost.
13. Student Fee Fund. The School Board hereby establishes a Student Fee Fund. The Student Fee Fund shall be a separate school district fund not funded by tax revenue, into which all money collected from students and subject to the Student Fee Fund shall be deposited and from which money shall be expended for the purposes for which it was collected from students. Funds subject to the Student Fee Fund consist of money collected from students for: (1) participation in extracurricular activities, (2) postsecondary education costs, and (3) summer school or night school.

### CERTIFICATION

On the 21<sup>st</sup> day of June, 2010, 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 pursuant to, and the use of waivers provided in, the student fee policy for the preceding 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 in compliance with the public meetings laws.

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Superintendent or Other Authorized School Official

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

Date of Adoption: June 21, 2010

Date of Revision: May 17, 2018

**2019-2020 STUDENT FEES POLICY  
RAYMOND CENTRAL PUBLIC SCHOOLS #161**

**Attention: K-12 Parents** - If your child is on Free or Reduced Lunch status, he/she may qualify for a “waiver” for the student dues and fees listed below (no payment required). Please return the Student Fees Waiver Request Form with your Free or Reduced Price Lunch Application to your child’s respective school.

**ADDITIONAL SPECIFICATIONS OF REQUIRED MATERIALS AND FEES**

<b><u>Program</u></b>	<b><u>Fee Amount per Year</u></b> (unless otherwise noted)
Preschool	\$540.00
Elementary Summer School	\$30.00
Secondary Summer School	\$200.00

**Dues for Expenses of Local, and/or State/National**

Ag Ed Labs	\$20.00/Semester
Art Class Beginning	\$10.00/Semester
Art Class Advanced	\$15.00/Semester
Art Independent Study	\$15.00-\$25.00/Semester
Ceramics	\$25.00/Semester
Digital Photography	\$20.00/Semester
Band Dry Cleaning	\$11.00
Band Repair/Rental	\$50.00
Choir Dry Cleaning	\$12.00
Cheerleading	\$100.00
Drama Class	\$10.00
Mock Trial	\$10.00
Competitive Speech Class Fees	\$25.00/Semester
NFL	\$20.00 (One-time fee)
Spanish Club	\$8.00
K-12 Technology Fee	\$20.00
FBLA	\$25.00
Foods/Textiles/Culinary 1 & 2	\$25.00/Semester
FFA	\$25.00
Industrial Tech Labs	\$30.00/Semester
Introduction to Construction	\$45.00/Semester (Includes One-time fee of \$25.00 for OSHA testing)
Construction Projects	\$30.00/Semester
Autobody Class	\$35.00/Semester
SkillsUSA	\$25.00
Valparaiso 5 <sup>th</sup> Grade Camp	\$10.00
Field Trips	Fee Set by Sponsor

**Activity Fee for Students in Grades 7-12**

**Participating in one/or more of the following activities:** \$40.00 (One-time fee)

Baseball (Cooperative Program*)
Softball
Soccer/Golf (Cooperative Program*)
JH & SH Basketball
JH & SH Cross Country
JH & SH Football
JH & SH Track
JH & SH Volleyball
JH & SH Wrestling
Dance Team
JH & SH Speech & Debate
Competitive Drama (One Act)

\*Each student will be assessed a participation fee to be determined by the host school. This fee must be paid to the host school prior to the first practice.

## **Use of Restraints and Seclusion**

This policy sets forth the requirements, restrictions and procedures related to the use of physical restraints and seclusions at Raymond Central Public Schools.

### **Definitions**

1. **Physical Restraint.** Physical restraint means one or more persons using a physical hold to restrict a student's freedom of movement as a response to student behavior. A light touching of a student while conducting a physical escort or a touching to provide instructional assistance is not a physical restraint for purposes of this Guidance.
2. **Seclusion.** Seclusion is the involuntary confinement of a student alone in a room or area from which the student is physically prevented from leaving as a response to student behavior. Seclusion is distinguishable from an in-school suspension, in which other students or adults may be present. While students are required to remain in the in-school suspension area, the students are not physically prevented from leaving.

### **Physical Restraint**

1. **When Physical Restraint May be Used.** Physical restraint may be used in the following circumstances:
  - To prevent a student from completing an act that would result in injury to the student or others when there is a substantial risk that the student would commit the act.
    - A verbal threat by a student does not present a substantial risk that a student would commit an aggressive act unless the student also demonstrates the ability and intent to carry out the threat.
    - Destruction of or damage to property does not present a substantial risk of personal injury unless personal injury would be caused as a result of the destructive act (for example, throwing sharp or heavy objects when others are present, or the person whose property is about to be destroyed is likely to react physically if the person's property were destroyed). (Note: If a student is about to destroy or damage property, the act of grasping the student's arm or leg solely to prevent the striking, throwing or kicking of the item is not prohibited).
  - To move a student to a seclusion room, or to remove a student to another location because the student is creating a substantial disruption to others, in circumstances where the student is unable to be moved or removed without the use of physical restraint; and
  - In circumstances where the student's IEP or a Behavioral Plan provides for the use of physical restraint in circumstances other than the foregoing. If it is anticipated that physical restraint may need to be used with a special education student, the IEP team is to discuss and include use of physical restraint in the student's IEP if the IEP team determines use of physical restraint to be appropriate. (Note: IEPs or Behavioral Plans should not provide for such physical restraint except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

#### **Physical restraint may not be used:**

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

2. Conditions. Use of physical restraint shall take into consideration the safety and security of the student:
  - In determining whether a student who is being physically restrained should be removed from the area where such restraint was initiated, the staff shall consider the potential for injury to the student, the student's privacy interests, and the educational and emotional well-being of other students in the vicinity.
  - If physical restraint is imposed upon a student whose primary mode of communication is sign language or an augmentative mode, the student shall be permitted to have his or her hands free of restraint for brief periods, unless staff determines that such freedom appears likely to result in harm to the student or others.
3. Timeline. Physical restraint is to be used only as long as necessary to resolve the reason for which it was initiated.
4. Training. Physical restraint shall be applied only by individuals who have received systematic training that includes all the elements described below. An individual who applies physical restraint shall use only techniques in which he or she has received such training within the preceding two (2) years.

Training with respect to physical restraint may be provided either by the School District or by an external entity and shall include, but need not be limited to:

- Appropriate procedures for preventing the need for physical restraint, including the de-escalation of problematic behavior, relationship-building, and the use of alternatives to restraint;
- A description and identification of dangerous behaviors on the part of students that may indicate the need for physical restraint and methods for evaluating the risk of harm in individual situations in order to determine whether the use of restraint is warranted;
- The simulated experience of administering and receiving a variety of physical restraint techniques, ranging from minimal physical involvement to very controlling interventions;
- Instruction regarding the effects of physical restraint on the person restrained, including instruction on monitoring physical signs of distress and obtaining medical assistance;
- Instruction regarding documentation and reporting requirements and investigation of injuries and complaints; and
- Demonstration by participants of proficiency in administering physical restraint. An individual may provide training to others in a particular method of physical restraint only if he or she has completed training in that technique that meets the foregoing requirements within the preceding one-year period.

### Seclusion

1. When Seclusion May be Used. Seclusion may be used in the following circumstances:
  - When a student's behavior is so out of control that the student's behavior creates a risk of injury to the student or others;
  - When a student's behavior is so out of control that the student is causing a substantial disruption to school activities and there is no other technique and no other place the student may be moved to prevent continued disruption;
  - When a student's behavior is so out of control that the student is unable to engage in educational activities and there is no other technique that could reasonably be employed to allow the student's emotions to cool down and engage in appropriate behaviors and educational activities; and
  - The student has an IEP or a Behavioral Plan which provides for the use of seclusion in circumstances other than the foregoing. If it is anticipated that seclusion may need to be used with

a special education student, the IEP team is to discuss and include use of seclusion in the student's IEP if the IEP team determines use of seclusion to be appropriate. (Note: IEPs or Behavioral Plans should not provide for use of seclusion except in those circumstances where the professional staff determines that non-aversive or positive intervention strategies would not be effective).

Seclusion may not be used:

- When a known medical or psychological condition contraindicates its use.
- As a form of punishment.

2. Conditions. Use of seclusion shall take into consideration the safety and security of the student. Enclosures used for seclusion, other than enclosures used on a temporary basis, shall:

- Have the same ceiling height as the surrounding room or rooms and be large enough to accommodate not only the student being isolated but also any other individual who is required to accompany that student.
- Be constructed of materials that cannot be used by students to harm themselves or others, be free of electrical outlets, exposed wiring, and other objects that could be used by students to harm themselves or others, and be designed so that students cannot climb up the walls (including walls far enough apart so as not to offer the student being isolated sufficient leverage for climbing).
- If an enclosure used for isolated time out is fitted with a door, the door shall either be a steel door or a wooden door of solid-core construction. If the door includes a viewing panel, the panel shall be unbreakable.
- Be designed to permit visual monitoring of and communication with the student sufficient to ensure the student's safety and security. For students who do not communicate verbally, arrangements shall be made to permit the student to periodically communicate the student's needs.
- If a locking mechanism is used on the enclosure, the mechanism shall be constructed so that it will engage only when a key, handle, knob, or other similar device is being held in position by a person, unless the mechanism is an electrically or electronically controlled one that is automatically released when the building's fire alarm system is triggered. Upon release of the locking mechanism by the supervising adult, the door must be able to be opened readily.

The procedures for use of seclusion include:

- An adult who is responsible for supervising the student shall remain within close proximity of the enclosure.
- The adult responsible for supervising the student must periodically check on the student visually if possible.

3. Timeline. A student shall not be kept in seclusion for more than 20 minutes after the student ceases presenting the specific behavior for which isolated time out was imposed or any other behavior for which isolated time out would be an appropriate intervention.

4. Training. Orientation will be provided to staff members who are anticipated to be involved in the use of seclusion. The orientation shall cover the procedures contained in this Guidance.

### **Documentation and Evaluation**

1. Documentation of Use of Physical Restraint or Seclusion. A written record of each use of seclusion or physical restraint shall be prepared and maintained in the student's temporary record. The student's case manager, if any, shall also maintain a copy of each such record. Each such record shall include:

- The student's name;
- The date of the incident;
- The beginning and ending times of the incident;
- A description of any relevant events leading up to the incident;
- A description of any interventions used prior to the implementation of physical restraint or seclusion;
- A description of the incident and/or student behavior that resulted in implementation of physical restraint or seclusion;
- A log of the student's behavior during physical restraint or seclusion, including a description of the restraint technique(s) used and any other interaction between the student and staff;
- A description of any injuries (whether to students, staff, or others) or property damage;
- A description of any planned approach to dealing with the student's behavior in the future;
- A list of the school personnel who participated in the implementation, monitoring, and supervision of physical restraint or seclusion;
- The date on which the parent or guardian was notified.

The record shall be completed by the beginning of the school day following the use of seclusion or physical restraint.

2. Notification of Administration. The Superintendent or Superintendent's designee shall be notified of the incident as soon as possible, but no later than the end of the school day on which it occurred.
3. Notification of Parent or Guardian. Within 24 hours after use of seclusion or physical restraint, the Superintendent or Superintendent's designee shall send written notice of the incident to the student's parents or guardians, unless the parent or guardian has provided the District a written waiver of this requirement for notification. The notice shall inform the parent of the date of the incident, a description of the intervention (physical restraint or seclusion) used, and who at the school may be contacted for further information.
4. Evaluation. An evaluation shall be conducted whenever a physical restraint exceeds 15 minutes or results in physical injury, whenever a seclusion exceeds 30 minutes, or use of physical restraint or seclusion is repeated with an individual student during any three-hour period:
  - A certified staff person trained in the use of physical restraint, or knowledgeable about the use of seclusion, as applicable, shall evaluate the situation.
  - The evaluation shall consider the appropriateness of continuing the procedure in use, including the student's potential need for medication, nourishment, or use of a restroom, and the need for alternate strategies (e.g., assessment by a mental health crisis team, assistance from police, or transportation by ambulance).
  - The results of the evaluation shall be committed to writing and copies of this documentation shall be placed into the student's temporary student record and provided to the Superintendent or Superintendent's designee.

Date of Adoption: July 19, 2010

Date of Revision: June 4, 2018

**Parental/Community Involvement in Schools**

Lancaster County School District No. 55-0161 a/k/a Raymond Central 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 has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent 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.
2. Upon reasonable advance request a parent 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 parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, 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 when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents 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 or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.
6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment to the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

Legal Reference: Neb. Rev. Stat. §§ 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: May 18, 2009  
Revisited: July 19, 2010  
Revisited: July 18, 2011  
Revisited: July 16, 2012  
Revisited: July 15, 2013

## **Raymond Central Public Schools Board of Education Regular Meeting**

Wednesday, April 10, 2019 at 6:30 PM Central

Raymond Central Jr-Sr High School - Swing Classroom #108

1800 West Agnew Road

Raymond, NE 68428-9783

**Present:** Scott Black, Brad Breitreutz, Cathy Burklund, Harriet Gould, Lori Springer, **Absent:** Matt Blanchard. Also attending were Dr. Derrick Joel, Superintendent; Kolin Haecker, Secondary Principal; Greg Wilmes, Assistant Secondary Principal; Shelly Dostal, Valparaiso Elementary Principal; Ann Egr, Ceresco Elementary Principal; and Peyton Taylor, Student Board Member.

### Call to Order and Pledge of Allegiance

President Gould called the meeting to order at 6:30 PM and the Pledge of Allegiance was said.

### Motion to Excuse Board Member's Absence

Motion by Black, second by Burklund to excuse the absence of Matt Blanchard. RCV 5-0. Motion carried.

### Open Meeting Law

President Gould reminded the audience that the Open Meeting Laws are displayed in the back of the room for their review.

### Consent Agenda

Motion by Black, second by Springer to approve the consent agenda as presented including the regular meeting minutes of March 18, 2019, March Financial Statement and April monthly bills. RCV 5-0. Motion carried.

## Regular Minutes of February 13, 2019

### Financial Statement/Report

### Monthly Bills

### Correspondence/Recognition

Thank you to Kris White for setting up the 2019 5<sup>th</sup> Grade Kindness Retreat for our students! #BeKind

Thank you to Dr. Gould and Marcia Herring (NASB) for their work in presenting the RC 360 Evaluation at the National School Board Convention. We had a great turnout of around 60 people!

The Raymond Central HS Student Council joined up with Ceresco Elementary's Kind Kids Club and Otte Oil & Propane to collect donations for our friends and neighbors in Nebraska that experienced massive flooding in March. In three short days we helped collect enough donations to fill a semi-trailer full of supplies. On March 25, ten Student Council members traveled to Central City with sponsor Janet Dannelly to help unload the donations at Central City High School. The donated items were then organized and dispersed in and around the Fullerton area for those affected by the flooding.

### Public Forum

Jim Marsh addressed the Board regarding inequities in the Teacher's Co-Curricular Salary Schedule.

### Discussion Items

### Administrative Reports

#### **Submitted by Kolin Haecker, 6-12 Principal/Curriculum Director**

The year is winding down quickly. Graduation is on Saturday, May 11 at 2:00 pm. The seniors last day will be Tuesday, May 7. We will practice for graduation on Friday, May 10 and take individual pictures with Inter-state studios. The staff will also provide a breakfast for the seniors on that day. I will have

Diplomas for the Dr. Gould to sign.

The 6-8 graders will be State Testing starting on April 10 with ELA. The students will complete the State Math and Science test the week of April 15 and 22.

Brigit Shultz was a STATE CHAMPION in Poetry at the State Speech Meet and Colton Arias placed 5<sup>th</sup> in Entertainment. Congratulations to Mrs. Enevoldsen and the Speech Team on all their accomplishments this past school year.

Juniors completed the ACT exam on April 2 while seniors went on their senior trip, 9<sup>th</sup> and 10<sup>th</sup> graders went on a college visit, and 8<sup>th</sup> grade went to UNL East Campus for a Science/Ag Day. Mrs. Osten organized a Health Fair with guest speakers that same day for 6<sup>th</sup> and 7<sup>th</sup> graders. A Concordia speaker commented: Today was hilarious. Your kids are awesome! I had a blast - and those notes are amazing. Props to the kiddos who changed "Thank you" to say "Snake You." Brilliance.

FFA State Convention is April 3-5 in Lincoln, FBLA has their State Conference in Omaha April 5-7, DI April 5-7, both the week of April 1, DI competes in their state competition in Kearney on April 6, and SkillsUSA travels to Grand Island April 12-14.

\*\*Prom was March 23 at the Champions Club on the UNL campus. Post prom was at the UNL Rec Center. Royalty: Queen Ellissa Fredrickson, King Eli Pickel; Princess Amanda Ghyra, Prince Dylan Thornburg; and Duchess Alex Hanson, Duke Zane Pickel. Congratulations to the Royalty, and to Mrs. Hill and the Junior class on a great prom.

We will have 5<sup>th</sup> and 6<sup>th</sup> grade Orientation on April 24 in the afternoon with parents in the evening.

District Music contest will be hosted at Milford on April 11-12. Both our band and choir will be competing during this time. It is earlier than normal due to when Easter falls on the calendar.

Fine Arts Celebration is scheduled for May 1 at the high school at 2:30 pm. FFA Banquet will be April 29 at the Davey Hall at 6:30 pm. FBLA will be hosting their Awards Banquet at the high school on April 28 at 6:00. The last banquet is the Athletic Banquet which will be held at the high school on May 14 at 6:00.

The middle school music concert is at the high school on April 23 at 6:30 pm. The high school music concert will be at the high school on April 30 at 6:30 pm.

Ms. Osten is working on the class schedule for next year. She will then meet with all the students to confirm their schedule before they go home for the summer.

Thanks for Ms. Dannelly and the Student Council for organizing a fundraiser for the flood victims in our state.

We are working on Science materials for next year. We are looking at doing more licenses on the computer and less textbooks. Math Curriculum will continue working on standards and assessments with Mr. Wilmes being a part of those meetings. Thank you to the ESU for their guidance in this process.

#### **Submitted by Greg Wilmes, Activities Director/Assistant Principal**

As of April 5, the Branched Oaks Bucks baseball are 2-2 with wins against Auburn and Central City (which had a combined no-hitter from Aiden Urbom 6 ? innings and Garrett Moudry ? inning). Their two losses are to Ralston and Platte Valley. Mother nature has not been nice this spring and looks to continue to wreaking havoc on the schedules. Please check the activity calendar as some games have changed dates, locations, and/or times. Conference Baseball Tourney will be Friday, April 12 at the higher seeds and April 13 at Fort Calhoun. We have even added a couple reserve games because the number of boys participating has been high.

Track participated in the Doane Invite on March 16 and the David City Quad on March 25. Several kids had good marks and times including a new school record by Grace Mueller in the triple jump with a mark over 35'. They travel to Malcolm on April 4, Milford on April 9 and Wahoo on April 11. Our home meet will be Thursday, May 2 at 1:00 pm.

JH track has about 26 boys and 17 girls out. They traveled to Milford April 4 for a relay meet. They will travel to Wilber on April 8 and we will host a JH Quad on Thursday, April 11, weather permitting. Our home meet will be Monday, April 29 at 3:00 pm.

Boys and girls soccer continues their co-op with Lincoln Lutheran. Jaci Bryce, Sierra Springer and Kassidy Johnson are on the girls team and Nick Springer is on the boys team. As of April 5, the boys are

2-4 and the girls are 4-1. We continue to hear good things about these athletes.

District music in April 11-12 at Milford, with choir showcasing their talents on the evening of April 11 and band during the day on April 12. Meridian Honor Choir is on April 5 and Blair Honor Band is April 6.

The fine arts award ceremony will be Wednesday, May 1 at 2:30 pm in the commons. The winter/spring athletic banquet will be Tuesday, May 14 starting with a meal at 6:00 pm. The FBLA banquet is Sunday, April 28 and the FFA banquet is Monday, April 29.

Congrats to Colton Arias on a 5th place finish in Entertainment and Brigit Shultz for a 1st place finish in Poetry at State Speech! Brigit was also selected for the "Best of the Best" production which will air on NET on Sunday, April 14 at 10:00 am to showcase her speech!

#### **Submitted by Shelly Dostal, Elementary Principal at Valparaiso**

State Testing (NSCAS) - Testing window is now open. The ELA (English Language Arts) Test and the Math Test are being administered to students in grades 3-8. The students take the tests on-line for an unlimited amount of time. Students in grades 5 and 8 will also be administered the Science Test. Students who qualify for accommodations may take their test on the computer or paper/pencil. RC also have some students who are given an alternate version of the test if they meet the qualifications. Mr. Rose and Mr. Marsh are facilitating the technology components for the on-line tests. Each school has their own schedule, with all testing to be completed by April 26. Makeup testing will be given the following week. I have met with staff who will serve as proctors for training.

All juniors took the ACT on April 2. A huge thank you to Ms. Tasha Osten for facilitating all the many tasks associated with giving the ACT.

Assessment - DIBELS end of year testing will be administered in May. These assessments check for progress towards literacy benchmarks.

Curriculum - Grade Level teachers wrapped up their meetings in March. Most elementary grades have identified essential learning for ELA and have aligned common assessments. Some grades have moved on to Math as time has allowed. We will continue our work through PLC time this year.

Professional Learning - I will be attending the AQuESTT Conference in Kearney on April 29-30. A MTSS workshop is planned for April 11 as we learn more about the next steps to take to get the MTSS system in place at RC. I will attend along with a group of teacher leaders.

School Improvement/AdvancED - The Committee met on April 4 to review survey data, professional learning, and discuss next steps. Teacher PLC groups met on March 27 to analyze their findings and reflect on their practice.

Parent-Teacher Conferences were held on March 14 and 20, a rescheduled date due to the crazy weather. The home-school connection is vital for the education of our students. 99% of parents attended conferences in person or via phone.

A parent meeting for all 2019-20 Raymond Central prospective kindergarteners was held on March 25. There are currently a total of 44 kindergarteners registered in the district for 2019-20. Visitation Day for prospective kindergarteners will be Friday, May 3.

Thank you to the PTO for providing meals for teachers during Parent-Teacher Conferences. A Family Game Night was hosted in Ceresco on March 21. The PTO will host a Spring Carnival on April 5 at the HS. All families are invited to attend. A Mustang Dining Out week is planned for April 22-27 at Valentino's in Ceresco. PTO is once again sponsoring class field trips with all proceeds from the Eileen's cookie dough sales used for the funding. Fifth grade will venture to Camp Gretna to participate in team building activities on May 10.

With the recent flooding around Nebraska, elementary students and families donated items and funds to send with Otte Oil to central Nebraska. Thank you to Mrs. Kathy Fredrickson for leading this effort at Valparaiso. We also participated in a fundraising campaign for Fremont as a request from author Julia Cook who has visited our school. Students who donated could wear a hat while staff could wear jeans and/or hats. Thank you to Mrs. Kristine White for heading up this effort.

We participated in Severe Weather Awareness week and practiced a tornado drill on Wednesday, March 27. We also practiced other emergency drills including bus evacuations, fire drill, and our Standard

Response Protocol during the week.

All elementary students attended the NED show on March 28. The three big ideas of the assembly were: 1) Never give up, 2) Encourage others, and 3) Do your best. This message is timely as we begin state assessments and finish out the school year on a learning high note.

All Fifth graders participated in the Kindness Retreat on March 29. Mrs. Kristine White organized the all day event. We want to thank our high school small group leaders who were excellent role models throughout the day. A big Thank You to all who support the Plant Sale each year as this serves as the funding source for the majority of the Kindness Retreat.

The Plant Sale for RC elementary students is underway. You can order on line at [www.janetsjungle.com](http://www.janetsjungle.com) or contact an elementary student. The last day to order is April 5. Pick up day is scheduled for April 26 from 6-10pm. A limited number of plants will be available for cash and carry. Please encourage your family and friends to stop by! Thank you to Mrs. Kristine White and Mrs. Kendra Carlson for organizing the sale. All proceeds benefit the Jump Start to Kindergarten and Kindness Retreats.

We will have spring pictures taken at the elementary level this year. Picture day is April 16. This is optional for all families.

DARE graduation for 5<sup>th</sup> grade is scheduled for May 17.

Title I students and families will celebrate their progress on May 6 with a picnic.

Track and Field Day is scheduled for May 20 with upper grades attending in the morning and primary grades participating in the afternoon.

The Elementary Music Program for grades 3-5 is scheduled for May 13 at 630pm at the High School gym. We hope you can come and enjoy.

Students will be going on various field trips with the generous funding from the PTO.

**Submitted by Ann Egr, Elementary Principal at Ceresco Elementary-**

At our monthly awards celebration the following students were honored for the MUSTANG award: Joe Caha, Syllas Campanella, Camila Castillo, Burke Gushard, JJ Perez, Braxton Verkamp, Lita Rushing, Tyler Scheinost, Bair Edwards, Easton Lubischer, Brylize Hille, Lizzy Pytlik, Laura Davison, Willa Van Boening. P.O.P (Positive Office Pass) drawing recipients were: Burke Gushard, Maci Blank, Bella Thornburg, Mrs. Kristine Donahue.

April and May are busy with testing! The Nebraska Student-Centered Assessment System (NSCAS), pronounced "en-skass," is the statewide assessment system that embodies Nebraska's holistic view of students and helps them prepare for success in postsecondary education, career, and civic life. Students in grades 3-5 will be assessed in English Language Arts, Math, and Science. This data helps formulate our future reports to the NDE and is valuable information to determine our progress in these areas. Mrs. Dostal does an outstanding job to ensure NSCAS testing is administered correctly. Her dedication to this process is invaluable!

The third and final round of DIBELS testing will take place in May. The teachers' will use the data to determine if students made progress through the reading interventions.

Parent-Teacher conferences were a huge success. Ceresco had 100% parent attendance/contact. I would like to extend a huge thank-you to the PTO for providing meals for the teachers both evenings. They go above and beyond with wonderful foods. The teachers appreciate all the support!

As the year comes to an end, the next weeks are filled with numerous activities. The PTO Spring Carnival was held Friday, April 5 from 5:30-7:30 at the High School. Track and field day is scheduled for May 20 with Grades 4-6 in the morning and grades 1-3 in the afternoon. The spring concert for grades 3-5 and band is in the high school gym on May 13 at 6:30. The end of the year is a busy time!

Ceresco Elementary hosted PTO Family Game Night on March 21 from 6:00-7:30. Thank you to everyone who volunteered to help and the families who came! It was a beautiful evening with a fantastic turnout!

Ceresco Elementary practiced all safety drills (fire, tornado, bus evacuation, and lockdown) the week of April 1.

The 2019 spring Book Fair was a success! Ceresco sold 341 books. According to Scholastic (2019), this will generate into 61,537 independent reading minutes. The sucker pull resulted in over \$80 to be used to purchase books for the backpack program. This money will be used at the BOGO book fair so we can get more books for our money. Students participated in a coloring contest. The winners in each class received their choice of a poster or book. There was also a dinosaur egg guessing game and the winner received a poster. The grand total for the book fair was \$3,704.06.

This is an all time high for the spring fair! Thanks to everyone who supported the book fair and to Mrs. Haecker for her hard work in organizing this valuable event.

The BOGO book fair will be from May 6-12 in both buildings.

#### **Special Education-**

MTSS: Raymond Central's team will attend training on April 11 for the Multi-Tiered Systems of Support (MTSS). MTSS is a framework that allows Nebraska school districts to expand their capacity to effectively educate and improve educational outcomes for all students. MTSS creates a continuum of instructional support through a multi-tiered approach. The system includes measuring the performance of all students and basing educational decisions regarding curriculum, instruction, and intervention intensity on student data. The training will take place at the Educational Service Unit 2 in Fremont. Team members include Dr. Derrick Joel, Kolin Haecker, Shelly Dostal, Tasha Osten, Kim Hudson, Lori Maxwell, Nicole Hummel, and myself.

Stacey Doan attended the State Autism Conference April 4-5 in Kearney.

Congratulations to Kayla and Nick Benes who welcomed a new little boy, Ezra Scott to their family.

#### **Curriculum Report**

We have one more late start scheduled for May 1.

The School Improvement Team is working on the communication of their classroom walkthrough findings. Over the course of two months, the team recorded 116 informal walkthroughs. The data, along with our AdvancED feedback, will be used to develop a learning focus for the 2019-2020 school year.

The SIP Team will also review the PLC reflection form that was completed at the last late start. The data will be used to transition our work into the next school year.

#### **Superintendent's Report**

We had three bids for the 2007 Mid Line Bus. The winning bid was for \$1,625.00.

I have completed the 360 Evaluation self-reflection. The window for all stakeholders will be open April 10-19.

Dr. Gould and I attended the National School Board Convention in Philadelphia along with Marcia Herring (NASB). We heard from a few keynote speakers and attended a variety of general sessions. At any time general session were offered, 40+ selections were available. As a result, I ordered two books and met superintendents and board members from across the nation.

Goal 1: Foster a positive district climate by building strong internal and external relationships to support student achievement.

Goal 2: Continue the creation of a 5 year facilities strategic plan for implementation that addresses maintenance and improvements for existing building assets.

Goal 3: Foster a learning environment in which every student has the maximum opportunity to achieve academic excellence.

Goal 4: Continue to foster transparency in district communications using all available media technologies.

2018-2019 Raymond Central Strategic Plan

## Facilities Report

We will begin the summer project planning. Our two major projects this summer will be the windows in Val and more heat pumps in Ceresco.

## Review of Technology Plan

The Technology PLC has sent out a staff survey to begin summer preparation for computer replacement.

## Student Board Member Report - Peyton Taylor

FBLA had a chapter record of 16 top 8 finishes at the State Leadership Conference that they attended on April 5-7. National Honor Society held their annual banquet on March 28. District Music Contest is on April 11. Josh Palensky got 2nd in Welding at the State FFA Convention and Isaac White got 2nd in Proficiency.

NCC Conference baseball is scheduled for Saturday, April 13. The baseball team also picked up a win against DC West. The Lincoln Lutheran/Raymond Central Girls Soccer have a 4-2 record. The Lincoln Lutheran/Raymond Central Boys Soccer team has a 2-4 record. The next track meet is scheduled for April 11 at Wahoo.

The Junior class took the ACT on April 2 while the Sophomore class went to SCC Milford and Concordia, the Freshman class went on a college visit to Wesleyan University and also attended a tour at Duncan Aviation, 8th grade visited UNL East Campus, and grades 6-7 attended a variety of sessions throughout the day with staff. The anatomy class took a field trip to the Bryan Medical Center cadaver lab.

Seniors are looking forward to their graduation commencement on May 11.

Americanism Committee Report (Breitkreutz - chair, Springer, Burklund)

Transportation Committee (Black- Chair, Breitkreutz, Springer)

Finance Committee (Springer- chair, Blanchard, Breitkreutz)

Facilities Committee (Blanchard- chair, Springer, Burklund)

Negotiations Committee (Black- chair, Gould, Blanchard)

Curriculum Committee (Gould - chair, Black, Burklund)

Policy Committee (Springer- chair, Gould, Black)

## Update of Raymond Central Crisis and Safety Protocol

Our multiple stakeholder meeting is scheduled for Monday, April 15.

The Mind Inside screening was a success! Thanks again to Bill Lange and his work. We had over 30 people who attended the screening.

## NASB Monthly Update

### RC District Wellness Policy Update - Consider, discuss, and take all necessary action

All schools will be held accountable in 2020-21 and the Nebraska Department of Education will conduct site visits to make sure they are in compliance with the USDA Guidelines. Fundraising is encouraged to meet Smart Snack standards. Motion by Springer, second by Burklund to approve the updated Raymond Central District Wellness Policy. RCV 5-0. Motion carried.

Saunders County Youth Services Partnership - Onsite Therapist - Consider, discuss, and take all necessary action

Motion by Black, second by Springer to approve the Saunders County Youth Services Partnership Onsite Therapist for two days per week at a cost of \$6,000.00 for the 2019-20 school year. RCV 5-0. Motion carried.

Valparaiso Elementary Northside Window Project and Kevin Wolfe's Bid - Consider, discuss, and take all necessary action

Motion by Burklund, second by Breitreutz to approve the bid of \$88,732.00 from Kevin Wolfe to replace the northside windows at the Valparaiso Elementary with insurance covering the majority of the cost. RCV 5-0. Motion carried.

H&S HVAC Bid for Ceresco Elementary - Consider, discuss, and take all necessary action

Motion by Black, second by Breitreutz to approve the bid of \$53,235.00 from H&S Plumbing & Heating to replace six additional heat pumps at the Ceresco Elementary. RCV 4-0, 1 Abstained. Motion carried. Motion by Black, second by Springer to clean the remaining ductwork in the Ceresco gym at a cost of \$3,000.00. RCV 5-0. Motion carried.

Review 2019-2020 Student Fee Schedule - Consider, discuss and take all necessary action

The 2019-2020 Student Fee Schedule was discussed possibly adding a \$20 annual technology fee per student to help cover the cost of damaged Chrome Books or iPads. This item was tabled until the May meeting.

EBS Lease Agreement with Pegasus/Xanadoo - Consider, discuss, and take all necessary action

Raymond Central has been offered a lease with Xanadoo EBS Spectrum Holdings (a Delaware LLC) to use EBS channels D1 and D2 to transmit wireless services for a 30 year period. The length of this lease is a concern. Item was tabled to see if there is interest from a Nebraska company leasing the channels for a shorter term.

Review Public Forum Presentation(s) - Consider, discuss, and take all necessary action

## Action Items

### Approval of Surplus Item(s)

Motion by Black, second by Burklund to surplus a 1979 Singer Scholastic Sewing Machine and Sewing Machine Stand. RCV 5-0. Motion carried.

### Approval of Substitutes

Motion by Breitreutz, second by Black to approve Kathleen Richards as a substitute teacher. RCV 5-0. Motion carried.

### Approval of Staff Resignation(s)

Motion by Breitreutz, second by Black to approve the resignations of Kolin Haecker-Jr/Sr High School Principal/6-12 Curriculum Director; Dale Rasmussen-High School Social Sciences/Head Cross Country/Asst Track; Crystal Haecker-Elementary Title I Reading/Librarian; Cailyn Johnson, High School ELA/English Teacher/Yearbook/ AdvancED; Pat Harrington-Industrial Tech/SkillsUSA Advisor; Kayla Benes-Special Education Teacher; Brian Dunker-Business Education/Asst SkillsUSA Advisor; and Traci Hummel-Cheer Sponsor. RCV 5-0. Motion carried.

### Approval of Staff Appointment(s)

Motion by Breitreutz, second by Burklund to approve staff appointments of Brian Gralheer-Asst High School Principal/Athletic Director; Madeline Shomos-High School ELA/English Teacher BA+18 Step 1; Sheridan Spohr-Cheer Sponsor; and Marisa Garver-Head Softball Coach. RCV 5-0. Motion carried.

### Approve Amended Policy 5205

Motion by Black, second by Breikreutz to approve amended Policy 5205-Graduation adding 10 Technology Credits. RCV 5-0. Motion carried.

#### Approval of Title I Consortium Through ESU2

Motion by Black, second by Burklund to approve the Title I Consortium Agreement through Educational Service Unit 2. RCV 5-0. Motion carried.

#### Approval of Title IV Consortium Agreement with ESU2

Motion by Breikreutz, second by Springer to approve the Title IV Consortium Agreement through Educational Service Unit 2. RCV 5-0. Motion carried.

#### Approval of 2019-2020 Propane Bid

Motion by Springer, second by Black to approve the propane bid of \$0.939 from Otte Oil & Propane as the supplier for our district propane tanks from July 1, 2019 through August 31, 2020. RCV 5-0. Motion carried.

#### Approval of 2019-2020 Administrator Contracts

Motion by Black, second by Gould to approve the 2019-20 salary increase of \$500.00 each to the Ceresco and Valparaiso Elementary Principals. RCV 5-0. Motion carried.

#### Approval of Classified Employees Salary Schedule

Motion by Black, second by Gould to approve the 2019-20 classified salary schedule with an increase of \$0.10 to each of the three (3) steps. RCV 4-0, 1-Abstained. Motion carried.

#### Approval of 12 Month Employee Salaries

Motion by Black, second by Burklund to approve the 2019-20 salary increase of \$750.00 to the Business Manager. The Operations Manager and Superintendent's Secretary salaries will remain the same with the increase of family insurance. RCV 5-0. Motion carried.

#### Approval of Next Regular Board Meeting - Wednesday, May 15, 2019

Motion by Burklund, second by Black to approve the next regular Board of Education Meeting for Wednesday, May 15. RCV 5-0. Motion carried.

#### Adjournment

Motion by Breikreutz, second by Black to adjourn the meeting at 8:25 PM. RCV 5-0. Motion carried.

#### Important Upcoming Dates

- April 15 - Security and Safety Multiple Stakeholder Meeting
- April 17 - Vision 2025 at Ceresco @ 6:30 PM
- April 30 - Final Wellness Meeting @ 6:30 PM
- May 1 - Vision 2025 at Davey Town Hall @ 6:30 PM
- May 11 - Graduation @ 2:00 PM
- May 23 - Students Last Day of School (1:45 PM Dismissal Elementary / 2:00 PM Dismissal Jr/Sr HS)
- May 24 - Teachers Last Day

RAYMOND CENTRAL PUBLIC SCHOOLS  
 FINANCIAL REPORT TO THE BOARD OF EDUCATION  
 POOLED CASH - BANK RECONCILIATION  
 May 31, 2019

	5/1/2019 5/31/2019	5/1/2018 5/31/2018
Book Balance - Beginning of month	\$ 1,985,485.70	\$ 2,339,606.88
Total Receipts	\$ 1,966,862.57	\$ 1,833,065.21
Total Disbursements	\$ (697,834.47)	\$ (675,387.29)
Actual Book Balance - End of Month	\$ 3,254,513.80	\$ 3,497,284.80
Bank Balance - Beginning of month	\$ 2,103,018.72	\$ 2,511,278.13
Deposits	\$ 1,971,178.34	\$ 1,831,382.76
Interest	\$ 1,446.06	\$ 1,682.45
Total Receipts	\$ 4,075,643.12	\$ 4,344,343.34
Total Warrants	\$ (734,199.56)	\$ (750,390.80)
Bank Balance - End of Month	\$ 3,341,443.56	\$ 3,593,952.54
Plus Outstanding Deposits	\$ 229.42	\$ -
Less Outstanding Checks	\$ (87,159.18)	\$ (96,667.74)
Reconciled Bank Balance - End of month	\$ 3,254,513.80	\$ 3,497,284.80

RAYMOND CENTRAL PUBLIC SCHOOL  
FINANCIAL STATEMENT - JUNE 1, 2019

GENERAL FUND

Cash Balance - May 1, 2019		\$1,985,485.70
May Receipts		\$1,965,416.51
May Interest Earned		<u>\$1,446.06</u>
	Total May Receipts	\$3,952,348.27
May Disbursements		<u>\$697,834.47</u>
	Cash Balance - June 1, 2019	\$3,254,513.80

LUNCH FUND

Cash Balance - May 1, 2019		\$211,022.81
Deposits		\$16,297.68
ALA Carte, Milk, Kdg Milk, Snack & Other		\$3,056.78
Federal Reimbursement		\$12,913.91
State Reimbursement		\$0.00
Transfer from General Fund		\$0.00
Interest Earned on NOW Account		<u>\$67.70</u>
	Total May Receipts	\$243,358.88
Salaries		\$25,932.57
Other Purchases		<u>\$27,517.34</u>
	Total May Disbursements	\$53,449.91
	Cash Balance - June 1, 2019	\$189,908.97

SINKING FUND

Cash Balance - May 1, 2019		\$334,409.56
May Receipts		\$89,655.05
May Interest Earned		<u>\$197.25</u>
	Total May Receipts	\$424,261.86
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$424,261.86
Certificate of Deposit + Interest		<u>\$537,401.97</u>
	Cash Balance - June 1, 2019	\$961,663.83

BOND FUND

Cash Balance - May 1, 2019		\$2,513.02
May Receipts		\$0.00
May Interest Earned		<u>\$1.07</u>
	Total May Receipts	\$2,514.09
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$2,514.09

RAYMOND CENTRAL PUBLIC SCHOOL  
FINANCIAL STATEMENT - JUNE 1, 2019

Page -2-

DEPRECIATION FUND

Cash Balance - May 1, 2019		\$1,078,883.73
May Receipts		\$0.00
May Interest Earned		<u>\$916.31</u>
	Total May Receipts	\$1,079,800.04
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$1,079,800.04
Certificate of Deposit + Interest		<u>\$610,118.95</u>
	Cash Balance - June 1, 2019	\$1,689,918.99

QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

Cash Balance - May 1, 2019		\$10,191.21
May Receipts		\$184.56
May Interest Earned		<u>\$4.37</u>
	Total May Receipts	\$10,380.14
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$10,380.14

HIGH SCHOOL BOND FUND

Cash Balance - May 1, 2019		\$543,695.11
May Receipts		\$83,731.88
May Interest Earned		<u>\$350.54</u>
	Total May Receipts	\$627,777.53
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$627,777.53

EMPLOYEE BENEFIT FUND - UNEMPLOYMENT

Cash Balance - May 1, 2019		\$38,214.96
May Receipts		\$0.00
May Interest Earned		<u>\$16.74</u>
	Total May Receipts	\$38,231.70
May Disbursements		<u>\$0.00</u>
	Cash Balance - June 1, 2019	\$38,231.70
Certificate of Deposit + Interest		<u>\$15,717.73</u>
	Cash Balance - June 1, 2019	\$53,949.43

TAXES - 2018-2019

Taxes Budgeted	\$7,339,710.00
Taxes Received	<u>\$5,459,822.25</u>
Balance	\$1,879,887.75

May		Percent of Year Completed		75.00%			
RECEIPTS	2018-2019		M-T-D	Y-T-D	Y-T-D	Year To Date	Year To Date
	2018-2019	RECEIVED	RECEIVED	RECEIVED	RECEIVED	% Received	% Received
ACCOUNT	ANTICIPATED	2018-2019	2018-2019	2017-2018	2017-2018	2018-2019	2017-2018
Property Taxes	\$7,339,710.00	\$1,574,164.23	\$5,439,945.07	\$5,382,803.00		74.12%	76.78%
Motor Vehicle Tax	\$434,000.00	\$39,413.88	\$341,578.43	\$333,774.75		78.70%	81.61%
Carline Taxes	\$3,500.00	\$3,466.09	\$4,551.86	\$6,447.76		130.05%	184.22%
Other Tuition	\$0.00	\$0.00	\$0.00	\$0.00			
Transportation from Individuals	\$0.00	\$0.00	\$0.00	\$0.00			
Interest	\$5,000.00	\$1,454.81	\$9,624.59	\$10,241.50		192.49%	204.83%
Local License Fees	\$1,500.00	\$0.00	\$1,020.00	\$1,960.00		68.00%	130.67%
Other Local Receipts	\$9,000.00	\$1,728.69	\$9,913.61	\$0.00			
Fines & License Fees	\$32,000.00	\$1,533.08	\$32,761.28	\$31,923.95		102.38%	99.76%
ESU Receipts	\$0.00	\$0.00	\$678.65	\$896.93			
State Aid	\$138,060.00	\$13,806.00	\$124,890.42	\$91,215.00		90.46%	90.00%
Special Education	\$300,000.00	\$57,495.00	\$338,827.00	\$327,772.00		112.94%	109.26%
Special Education Transportation	\$5,000.00	\$0.00	\$3,333.00	\$4,202.00		66.66%	84.04%
Homestead Exemption	\$0.00	\$31,069.76	\$93,210.09	\$84,643.08			
Payments for High Ability Learners	\$6,437.00	\$0.00	\$6,221.00	\$6,437.00		96.64%	102.01%
Pro-Rate Motor Vehicles	\$13,000.00	\$0.00	\$12,153.52	\$12,771.34		93.49%	98.24%
State Apportionment	\$100,000.00	\$0.00	\$116,677.95	\$131,208.58		116.68%	131.21%
Relief to Property Tax Payers	\$0.00	\$143,241.03	\$286,482.06	\$275,135.76			
Contracted Teacher Services	\$0.00	\$0.00	\$0.00	\$0.00			0.00%
Other State Receipts	\$50,000.00	\$0.00	\$0.00	\$0.00			
Personal Property Tax Credit	\$0.00	\$0.00	\$13,453.63	\$12,114.88			
NCLB Grant	\$14,908.00	\$0.00	\$13,369.00	\$0.00		89.68%	0.00%
Other Federal Receipts	\$0.00	\$0.00	\$40,000.00	\$0.00			
Preschool SPED	\$100,000.00	\$13,931.00	\$29,073.00	\$122,578.00		29.07%	122.58%
SPED IDEA Grant	\$0.00	\$0.00	\$0.00	\$0.00			
Title I Funds	\$42,000.00	\$14,166.00	\$24,866.00	\$32,380.00		59.20%	77.10%
Public Water System Grant	\$6,681.00	\$0.00	\$6,012.90	\$0.00			
R.E.A.P. Grant	\$75,946.00	\$0.00	\$38,238.24	\$87,521.00			
Carl Perkins	\$500.00	\$0.00	\$0.00	\$0.00			
Ag Land Property Credit	\$0.00	\$50,721.57	\$101,446.35	\$99,493.11			
Sale of Property	\$100.00	\$0.00	\$5,230.00	\$1,612.50		5230.00%	1612.50%
MIPS-Medicaid in Public Schools	\$0.00	\$0.00	\$2,102.86	\$830.78			
Other Non-Revenue Receipts	\$100.00	\$26,103.57	\$27,152.87	\$79.96		27152.87%	79.96%
Cash Balance Dissolved/Merged Districts	\$0.00	\$0.00	\$0.00	\$0.00			
Balance Non-Resident HS Tuition	\$0.00	\$0.00	\$0.00	\$0.00			
TOTAL	\$8,677,442.00	\$1,972,294.71	\$7,122,813.38	\$7,058,042.88		82.08%	85.83%
DISBURSEMENTS	2018-2019		M-T-D	Y-T-D	Y-T-D	Year To Date	Year To Date
	2018-2019	DISBURSED	DISBURSED	DISBURSED	DISBURSED	% Disbursed	% Disbursed
CATEGORY	BUDGET	2018-2019	2018-2019	2017-2018	2017-2018	2018-2019	2017-2018
Instructional Services	\$4,435,922.00	\$339,003.15	\$2,842,782.60	\$2,716,972.86		64.09%	69.81%
Special Education	\$1,492,087.00	\$88,829.34	\$887,598.78	\$828,059.45		59.49%	54.52%
Guidance	\$183,820.00	-\$5,530.95	\$115,437.17	\$108,354.33		62.80%	61.30%
Safety & Security	\$15,848.00	\$0.00	\$19,948.00	\$15,848.00		125.87%	103.64%
Activities	\$109,639.00	\$14,267.44	\$76,698.69	\$219,004.81		69.96%	69.00%
Media, Audio Visual, Technology	\$440,485.00	\$49,615.58	\$343,776.82	\$312,961.11		78.05%	67.71%
General Administration	\$387,122.00	\$34,671.09	\$259,288.97	\$238,257.34		66.98%	74.67%
School Administration	\$573,265.00	\$39,051.81	\$385,522.98	\$358,561.01		67.25%	60.36%
Business	\$325,156.00	\$10,026.20	\$42,473.01	\$53,122.63		13.06%	14.56%
Operation of Plant	\$778,885.00	\$41,571.60	\$424,122.42	\$413,811.03		54.45%	52.93%
Maintenance of Plant	\$610,476.00	\$20,279.54	\$138,226.49	\$179,399.93		22.64%	50.67%
Pupil Transportation	\$520,130.00	\$35,095.00	\$279,265.78	\$303,002.94		53.69%	61.49%
Grants	\$124,755.00	\$5,022.10	\$86,746.52	\$130,975.00		69.53%	96.87%
Transfers	\$100,000.00	\$0.00	\$0.00	\$0.00		0.00%	0.00%
TOTAL	\$10,097,590.00	\$671,901.90	\$5,901,888.23	\$5,878,330.44		58.45%	61.72%

## MAY RECEIPTS &amp; DISBURSEMENTS

MAY 1, 2019 BANK BALANCE		1,985,485.70
LANCASTER COUNTY TREASURER		
TAXES	592,799.48	
CARLINE TAXES	2,192.36	
MOTOR VEHICLE TAXES	20,177.86	
HOMESTEAD EXEMPTION	14,106.72	
PROPERTY TAX CREDIT	54,310.54	
AG LAND TAX CREDIT	50,721.57	
MOTOR VEHICLE PRO RATE		
SAUNDERS COUNTY TREAASURER		
TAXES	963,851.18	
CARLINE TAXES	1,273.73	
MOTOR VEHICLE TAXES	19,092.90	
FINES & FEES	1,389.22	
HOMESTEAD EXEMPTION	16,729.82	
PROPERTY TAX CREDIT	85,906.43	
SEWARD COUNTY TREASURER		
TAXES	17,513.57	
MOTOR VEHICLE TAXES	143.12	
FINES & FEES	129.62	
HOMESTEAD EXEMPTION	233.22	
PROPERTY TAX CREDIT	2,780.48	
BUTLER COUNTY TREASURER		
FINES & FEES	14.24	
PROPERTY TAX CREDIT	243.58	
STATE OF NEBRASKA		
STATE AID	13,806.00	
SPED SCHOOL AGE	57,495.00	
TITLE II PART A	14,166.00	
IDEA SPED	13,931.00	
TRANSFERS		
BUILDING FUND & QCPUF TAX FUNDS	-5,742.66	
RCPS HOT LUNCH FUND		
MAY PAYROLL	25,932.57	
PRE-KINDERGARTEN STUDENTS		
TUITION FEES	2,039.21	
LAURA TVRDY		
JURY DUTY	31.00	
KENDRA CARLSON		
JURY DUTY	140.00	
OAK CREEK VALLEY BANK		
GENERAL FUND INTEREST - MAY	1,446.06	
IMPREST INTEREST - APRIL	8.75	
	TOTAL MAY RECEIPTS	1,966,862.57
	TOTAL RECEIPTS	3,952,348.27
	MAY DISBURSEMENTS	697,834.47
JUNE 1, 2019 BANK BALANCE		3,254,513.80

WE RECEIVED A TOTAL OF \$5,459,822.25 IN PROPERTY TAXES FOR YEAR TO DATE.

**RAYMOND CENTRAL PUBLIC SCHOOLS**  
**May 2019 - Activities Account Balances**

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Checks</u>	<u>Adjustments</u>	<u>Ending Balance</u>
Annual	77.58	1,330.70	0.00	-115.00	1,293.28
AP Funds	30,047.43	12,330.00	275.33	0.00	42,102.10
Athletics	117,885.57	15,833.21	2,797.15	-29.95	130,891.68
Autism Grant	0.12	0.00	0.00	0.00	0.12
Band	117.23	194.00	27.80	0.00	283.43
Band Trip	10,659.76	10.00	0.00	0.00	10,669.76
Baseball	-247.00	247.00	132.00	0.00	-132.00
Boys BB	1,841.34	0.00	250.00	0.00	1,591.34
Ceresco Book Fair	801.05	602.01	1,174.75	0.00	228.31
Ceresco Box Tops	671.62	148.50	0.00	0.00	820.12
Ceresco Field Trips	994.08	612.50	1,669.40	0.00	-62.82
Ceresco Playground	1,462.75	0.00	0.00	0.00	1,462.75
Ceresco Pop	192.86	0.00	12.65	0.00	180.21
Cheerleaders	1,529.74	0.00	0.00	0.00	1,529.74
Choir	14,266.91	0.00	0.00	0.00	14,266.91
Class 2017	0.00	0.00	0.00	0.00	0.00
Class 2018	0.00	0.00	0.00	0.00	0.00
Class 2019	1,121.16	87.21	240.00	0.00	968.37
Class 2020	294.31	28.00	0.00	0.00	322.31
Class 2021	1,076.36	0.00	0.00	0.00	1,076.36
Class 2022	116.40	0.00	0.00	0.00	116.40
Class 2023	47.25	0.00	0.00	0.00	47.25
Class 2024	0.00	0.00	0.00	0.00	0.00
College Access Grant	-23.31	23.31	0.00	0.00	0.00
Concessions	16,898.40	2,945.89	0.00	0.00	19,844.29
Cross Country	440.04	0.00	0.00	0.00	440.04
Culinary Snack Cart	889.24	147.00	77.66	0.00	958.58
DI	4,582.68	0.00	0.00	0.00	4,582.68
Drama Act	1,243.27	967.00	0.00	0.00	2,210.27
Drill Team	1,225.66	217.60	10.00	0.00	1,433.26
Elem Fines	418.15	168.93	121.00	0.00	466.08
Elem PE	167.50	0.00	0.00	0.00	167.50
Elem Pictures	2,534.21	0.00	1,139.93	0.00	1,394.28
Elem Prof Development	2,895.00	0.00	0.00	0.00	2,895.00
Elem Reading Promotion	548.06	0.00	0.00	0.00	548.06
Elem Student Council	253.73	0.00	0.00	0.00	253.73
Exxon Mobil Grant	0.00	0.00	0.00	0.00	0.00
FBLA Act	-1,685.94	7,476.68	492.30	0.00	5,298.44
FFA Act	671.77	336.00	2,693.46	0.00	-1,685.69
Fine Arts	0.00	0.00	0.00	0.00	0.00
Fines	342.52	117.30	0.00	0.00	459.82
Football	543.85	3,620.00	863.40	0.00	3,300.45
Future Educators Assn	0.00	0.00	0.00	0.00	0.00
Girls BB	1,271.12	0.00	0.00	0.00	1,271.12
Golf Activity	1,493.12	20.00	1,342.00	0.00	171.12
HAL	128.27	0.00	0.00	0.00	128.27
Hot Lunch	0.00	2,230.13	2,230.13	0.00	0.00
HS Computer	5,622.97	1,610.00	0.00	0.00	7,232.97
HS Pop	605.18	0.00	353.22	0.00	251.96
JH Boys BB	15.31	0.00	0.00	0.00	15.31
JH Football	85.85	0.00	0.00	0.00	85.85

**RAYMOND CENTRAL PUBLIC SCHOOLS**  
**May 2019 - Activities Account Balances**

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Checks</u>	<u>Adjustments</u>	<u>Ending Balance</u>
JH Girls BB	-2.32	70.00	0.00	0.00	67.68
JH Student Council	290.90	0.00	0.00	0.00	290.90
JH Track	246.28	0.00	0.00	0.00	246.28
JH Volleyball	129.03	0.00	0.00	0.00	129.03
JR Achievements	649.57	0.00	0.00	0.00	649.57
Kindness Acct	27,945.28	2,830.80	16,639.97	0.00	14,136.11
Library	2,099.23	81.00	0.00	0.00	2,180.23
Life Skills	39.38	0.00	36.97	0.00	2.41
Mock Trial	380.96	0.00	0.00	0.00	380.96
National Honor Society	37.45	0.00	0.00	0.00	37.45
Pre-Kindergarten	3,361.84	2,815.25	100.74	0.00	6,076.35
PTO	119.72	285.00	0.00	0.00	404.72
Rain Garden	459.50	0.00	0.00	0.00	459.50
RC 50th Celebration	4,053.14	0.00	0.00	0.00	4,053.14
RC Concessions	12,729.48	2,884.32	14,614.73	0.00	999.07
RC Foundation	0.00	0.00	0.00	0.00	0.00
RC PACTS	176.16	0.00	0.00	0.00	176.16
Restitution	326.81	0.00	0.00	0.00	326.81
SADD	61.17	0.00	0.00	0.00	61.17
Science Fair	0.00	0.00	0.00	0.00	0.00
Service Fee	-0.36	0.00	0.00	0.00	-0.36
Social Justice	194.12	0.00	0.00	0.00	194.12
Softball	3,764.87	0.00	0.00	0.00	3,764.87
Spanish Club	1,683.70	0.00	25.74	0.00	1,657.96
Speech	2,374.10	264.00	375.42	0.00	2,262.68
Staff Inservice	1,372.94	0.00	0.00	0.00	1,372.94
Student Council	3,772.33	0.00	95.00	0.00	3,677.33
Student Pop	2,711.30	0.00	342.86	0.00	2,368.44
Testing	3,920.23	0.00	0.00	0.00	3,920.23
TFK - Ceresco	1,338.25	129.60	0.00	0.00	1,467.85
TFK - Valparaiso	4,900.37	0.00	0.00	0.00	4,900.37
Tonettes	159.86	0.00	0.00	0.00	159.86
Track	918.15	410.00	371.50	0.00	956.65
Val Book Fair	8,543.87	1,395.21	1,315.94	0.00	8,623.14
Val Box Tops	2,749.72	0.00	0.00	0.00	2,749.72
Val Field Trips	3,962.30	478.00	1,320.40	0.00	3,119.90
Val In-Service	2,749.81	0.00	0.00	0.00	2,749.81
Val Movie Night	4,010.10	500.00	0.00	0.00	4,510.10
Val Office Book Fund	953.25	0.00	0.00	0.00	953.25
Val Pop	1,067.21	0.00	0.00	0.00	1,067.21
Val Sower Club	0.00	0.00	0.00	0.00	0.00
VolleyBall	4,891.87	1,280.00	1,766.25	0.00	4,405.62
Weight Room	49.00	367.39	347.39	0.00	69.00
Wrestling	<u>3,995.41</u>	<u>2,315.00</u>	<u>500.00</u>	<u>0.00</u>	<u>5,810.41</u>
	337,309.15	67,408.54	53,755.09	-144.95	350,817.65

**RAYMOND CENTRAL PUBLIC SCHOOLS****May 2019 - Student Fees Balances**

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Receipts</u>	<u>Checks</u>	<u>Adjustments</u>	<u>Ending Balance</u>
Activity Pass	100.00	25.00	0.00	0.00	125.00
Ag-Ed Labs	148.28	55.00	45.00	0.00	158.28
Art Class	207.44	55.00	231.00	0.00	31.44
Band Dry Cleaning	242.61	144.00	236.37	0.00	150.24
Band Repair/Rental	845.08	420.00	50.00	0.00	1,215.08
Choir Dry Cleaning	241.10	36.00	0.00	0.00	277.10
Computer Science	240.00	20.00	0.00	0.00	260.00
Drama	396.00	0.00	0.00	0.00	396.00
FBLA	255.06	0.00	65.00	0.00	190.06
FFA	25.00	25.00	18.00	0.00	32.00
Foods Class	1,586.70	0.00	492.63	0.00	1,094.07
Mock Trial	450.01	0.00	0.00	0.00	450.01
NFL	15.00	0.00	0.00	0.00	15.00
Service Fee	1.63	6.52	0.00	-1.27	6.88
Skills USA	718.74	50.00	0.00	0.00	768.74
Speech	8.67	0.00	0.00	0.00	8.67
Sports Fees	7,464.56	83.66	0.00	0.00	7,548.22
Tech Ed	<u>859.63</u>	<u>1,273.90</u>	<u>507.32</u>	<u>0.00</u>	<u>1,626.21</u>
	13,805.51	2,194.08	1,645.32	-1.27	14,353.00

# Raymond Central Public Schools

Wednesday, June 5, 2019

	Payment Vendor	Invoice Description	Invoice Total
1	Andrea Rockemann	Elem Art - 307.14, Library - V- 900.00	\$1,207.14
2	Apex Learning, Inc.	On Line Licenses - S - Alternative Ed	\$1,400.00
3	ASI	Payflex Administration Costs	\$76.00
4	Awards Unlimited	Retirement Plaques	\$96.40
5	Barb Schiefen	Mileage - 165.88, JH VB - 29.97, 4th Grade - V - 149.43	\$345.28
6	Becky Studebaker	Bus Washing	\$40.00
7	Bishop Business	Toner for Printer - Band	\$42.58
8	Brad Breitzkreutz	Bus Washing	\$40.00
9	Capital Umpires Association	Assigning Fees for the Spring Baseball Season	\$198.00
10	Cengage Learning	Business Textbooks - S	\$2,717.00
11	D & D Plumbing, Heating, A/C & Refrigeration, Inc.	Repair Several Leaks on Main Water Line - S	\$394.45
12	Derrick C. Joel	May Mileage	\$266.80
13	Dietze Music House	Band Music - S	\$8.76
14	Donald R. Prentice	Monthly Exterminating	\$190.00
15	Douglas Bush	Visual Design of 2019 Halftime Show - Band	\$400.00
16	Gopher	Elem PE Supplies	\$704.97
17	Govconnection, Inc.	Technology Updates - C - 1,807.38, V - 1,807.38, S - 3,391.79, 6th - 505.70, Pre-K - 289.18	\$7,801.43
18	Green's Furnace & Plumbing Co., Inc.	Repair Kitchen Unit - C	\$261.25
19	Harris School Solutions	Tax Forms - Bookkeeping	\$430.73
20	Home Depot Pro	Custodial Supplies - S	\$467.28
21	J. W. Pepper & Son, Inc.	Band Music - S	\$53.99
22	Jackson Services, Inc.	Laundry Services - C - 11.40, V - 11.40, S - 123.06, 6th - 18.46, Pre-K - 12.30	\$176.62
23	James Marsh	Technology Updates - S	\$551.67
24	Jensen Publishing	Huskerland Prep Report	\$32.00
25	Johnson Hardware Co.	Building Upkeep Supplies - S	\$26.85
26	Jordan Luke	May Mileage	\$122.38
27	Julie A. Higgins	April & May SPED Services	\$1,267.68
28	Kalyn Brannagan	May Mileage	\$67.92
29	Kiner Supply Company	Plumbing Repairs - S	\$343.08
30	Kristine White	May Mileage	\$112.52
31	Laci Pebley	Instructional Supplies - C	\$37.83
32	Leann Wiese	Bus Washing	\$30.00
33	Liberty Lawn & Landscape	Weed Spray Application - C - 152.00, V - 198.00, Ground Out Stump - S - 90.00	\$440.00
34	Lincoln High School	JH Wrestling Entry Fees	\$75.00
35	Matt Smith	Bus Washing	\$60.00
36	Menards Lincoln	Tech - Ed - 342.06, Custodial Supplies - C - 289.58, V - 155.12, S - 309.22, 6th - 49.35, Pre-K - 31.23	\$1,176.56
37	Midland Suppliers, Inc.	Technology Supplies - S	\$259.95
38	Nelson Gas & Oil Co.	Bus Gas - 450.32, Bus Maintenance - 247.05	\$697.37
39	O'keefe Elevator Company, Inc	Elevator Maintenance - V - 266.18, S - 210.60	\$476.78
40	Oak Valley Lumber Co	Building Upkeep Supplies - C - 15.05, V - 12.00, S - 302.10	\$329.15
41	Omaha Public Power Dist	Electricity - C	\$2,344.09
42	Pat Donahue	Move Hydrant to East Side of New Shop - S	\$600.00
43	Paper101	Paper for all Sites	\$7,522.06
44	Paul E. Hass, JR	Bus Washing	\$40.00
45	Perry, Guthery, Haase & Gessford, P.C., L.L.O	Legal Services	\$9,054.90
46	RCPS Dist #161	June Payroll	\$546,271.34
47	Raymono's Pizza	Inservice Supplies	\$111.93
48	Rcps Imprest Account	May Reimbursement	\$8,057.99



Raymond Central Public Schools  
May Imprest Checks 2019

NUMBER	WHO	DATE	VENDOR	WHAT	AMOUNT
1026	Textbook - S	5/15/2019	Rachael Lange	Textbook-Newman	(50.00)
3452	Football	5/30/2019	RCPS Football	Reimburse Field Trip	(218.40)
3452	Culinary Snacks	5/30/2019	RCPS Foods Class	Reimburse Field Trip	(77.66)
12241	Track	5/7/2019	Beatrice High School	Entry Fees	50.00
12242	Office - C	5/7/2019	USPS	Postage	110.00
12243	Postage Money	5/7/2019	Ceresco Bank	Postage Money	50.00
12244	Technology - S	5/17/2019	K Design	Server Hosting May & June	100.00
12245	REAP Grant	5/22/2019	Move This World	PK-6 - SEL Curriculum	7,950.00
12246	Title 1 - C	5/22/2019	Scholastic Book Fairs	Books	63.82
12247	Maintenance	5/24/2019	Verizon	Cellular Phones	120.70
12247	Technology	5/24/2019	Verizon	Cellular Phones	41.01
	General	5/16/2019	Staff	Postage Money	(81.48)

8,057.99

**RAYMOND CENTRAL PUBLIC SCHOOLS**  
**May 2019 - Activities Account Checks**

<u>Activity Name</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
AP Funds	5/7/2019	College Access Grant	pay off account	23.31
AP Funds	5/14/2019	US Bank	Business Textbook	60.12
AP Funds	5/20/2019	Garibaldi Mexican Cuisine	Fiesta	191.90
Athletics	5/17/2019	Chuck Gubbels	Assignors	-100.00
Athletics	5/17/2019	Nate Jatczak		-55.00
Athletics	5/21/2019	Taylor Keeney		-55.00
Athletics	5/1/2019	Josh Lovell	reserve baseball ump 4-30-19	-110.00
Athletics	5/1/2019	Brad Siedel	reserve baseball ump 4-30-19	-110.00
Athletics	5/1/2019	John Farrand	HS track starter 5-2-19	200.00
Athletics	5/1/2019	RC Drill Team	gate proceeds 4-29-19	97.60
Athletics	5/1/2019	Sydex, LLC	JH track entries 2019	38.50
Athletics	5/1/2019	Sams Club Credit Card	track hospitality	126.23
Athletics	5/7/2019	Liberty Lawn & Landscape	lawn treatment #1 football field 2019	440.00
Athletics	5/7/2019	Awards Unlimited, Inc	retirement plaque for Dale Rasmussen	48.90
Athletics	5/7/2019	Lori Heiss	gate worker 5-2-19	20.00
Athletics	5/7/2019	RC Drill Team	Gate proceeds 5-2-19	120.00
Athletics	5/9/2019	Super C	pizzas for hospitality 4-29-19	130.00
Athletics	5/13/2019	Awards Unlimited, Inc	athletes of the year plaques	64.80
Athletics	5/13/2019	Super C	JH Track Hospitality 2019	130.00
Athletics	5/13/2019	Harris Decals	trailer decals	548.50
Athletics	5/14/2019	BSN Sports	led possession arrow	134.43
Athletics	5/14/2019	RC Hot Lunch	track hospitality	125.00
Athletics	5/17/2019	Awards Unlimited, Inc	One Third of FBLA Awards	241.00
Athletics	5/17/2019	Chuck Gubbels	vb assignor 2018	100.00
Athletics	5/17/2019	Nate Jatczak	reissue of check lost by official	55.00
Athletics	5/21/2019	Taylor Keeney	misplaced check for basketball	55.00
Athletics	5/29/2019	SpeechWire Tournament Serices	conference and district services	200.00
Athletics	5/29/2019	Heartland Seating	controller for bleachers	275.00
Athletics	5/29/2019	Greg Wilmes	repay NCA membership fee 19-20	45.00
Athletics	5/29/2019	Classic Sportswear & Awards	football pins	32.19
Band	5/7/2019	Dietze Music	SOE Trumpet Book	5.56
Band	5/7/2019	Dietze Music	SOE Alto Sax Book	11.12
Band	5/7/2019	Dietze Music	SOE Flute and Trombone Books	11.12
Baseball	5/1/2019	Nebraska Sports	baseballs	132.00
Boys BB	5/1/2019	Concordia University	boys basketball camp summer 2019	250.00
Ceresco Book Fair	5/20/2019	Scholastic Book Fairs	Cer Book Fair Girls with Ideas money	87.93
Ceresco Book Fair	5/20/2019	Scholastic Book Fairs	Library Books	602.41
Ceresco Book Fair	5/20/2019	BROAD REACH	Books bought with Girls with Ideas money	484.41
Ceresco Field Trips	5/10/2019	Nikole Farr	Nikole Farr-4th Grade Field Trip (Ice Cream)	77.97
Ceresco Field Trips	5/10/2019	Defy Gravity	Laci Pebley-1st Grade Field Trip	225.00
Ceresco Field Trips	5/10/2019	Lincoln Children's Museum	Laci Pebley-1st Grade Field Trip	110.00
Ceresco Field Trips	5/10/2019	Omaha Henry Doorly Zoo	Kim Hudson-2nd Grade Field Trip	140.00
Ceresco Field Trips	5/14/2019	Defy Gravity	Laci Pebley-1st Grade Field Trip (Add'l exp)	35.00
Ceresco Field Trips	5/15/2019	EILEEN'S COOKIES	Ceresco Kindergarten Field Trip	30.00
Ceresco Field Trips	5/15/2019	Raymono's Pizza Plus	Ceresco Kindergarten Field Trip	63.00
Ceresco Field Trips	5/15/2019	Heather Bohac	Ceresco Kindergarten Field Trip	16.50
Ceresco Field Trips	5/17/2019	Eastern Nebraska 4-H Center	5th Grade Field Trip-Ceresco	552.00
Ceresco Field Trips	5/20/2019	Children's Museum	Ceresco Kindergarten Field Trip	216.00
Ceresco Field Trips	5/20/2019	Heather Bohac	Ceresco Kindergarten Field Trip	150.00
Ceresco Field Trips	5/29/2019	Laci Pebley	1st grade field trip Ice cream	53.93
Ceresco Pop	5/29/2019	RC Hot Lunch	POP Pass Hot Lunch guests	12.65
Class 2019	5/9/2019	Russ's Market		240.00
Culinary Snack Cart	5/29/2019	RAYMOND CENTRAL	April 30, 2019 Field Trip Expense	77.66
Drill Team	5/7/2019	Courtney Polak		10.00
Elem Fines	5/9/2019	Raymono's Pizza Plus	Money from parents for Title Picnic Val & Cer	121.00
Elem Pictures	5/7/2019	INTER-STATE STUDIO & PUBLISHING CO	Elementary Yearbooks - both buildings	1,044.68

**RAYMOND CENTRAL PUBLIC SCHOOLS**  
**May 2019 - Activities Account Checks**

<u>Activity Name</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
Elem Pictures	5/16/2019	INTER-STATE STUDIO & PUBLISHING CO	Order 10 additional yearbooks	90.00
Elem Pictures	5/28/2019	INTER-STATE STUDIO & PUBLISHING CO	Shipping	5.25
FBLA Act	5/17/2019	Awards Unlimited, Inc	Two Thirds of Awards for FBLA Banquet	492.30
FFA Act	5/1/2019	Raymono's Pizza Plus	April Chapter meeting	55.96
FFA Act	5/1/2019	Nebraska FFA Association	COLT conference	630.00
FFA Act	5/1/2019	Nebraska FFA Association	State Officer Visit Program	35.00
FFA Act	5/9/2019	The Leadership Center	COLT lodging & lunch	423.00
FFA Act	5/9/2019	National FFA Organization	WLC-Isaac	940.00
FFA Act	5/9/2019	National FFA Organization	Banquet awards #1	265.00
FFA Act	5/9/2019	National FFA Organization	Banquet awards #2	344.50
Football	5/16/2019	Aaron Stover	Reimbursement for over-payment	60.00
Football	5/29/2019	US Bank	UNK Football Camps	585.00
Football	5/29/2019	RAYMOND CENTRAL	July 26-28, 2018 Football Camp	218.40
Golf Activity	5/1/2019	Sports Express	apparel for track help	1,342.00
Hot Lunch	5/14/2019	Cindy Arias	Lunch Refund	19.08
Hot Lunch	5/14/2019	Kendy Brock	Lunch Refund	11.65
Hot Lunch	5/14/2019	Mary Beth Hornung	Lunch Refund	8.55
Hot Lunch	5/14/2019	Jake Kehr	Lunch Refund	8.55
Hot Lunch	5/14/2019	Greg Oliverius	Lunch Refund	5.30
Hot Lunch	5/14/2019	Jamie Osborn	Lunch Refund	42.80
Hot Lunch	5/14/2019	Katy Pickel	Lunch Refund	20.65
Hot Lunch	5/14/2019	Patti Schnieder	Lunch Refund	68.55
Hot Lunch	5/30/2019	RCPS Hot Lunch	Transfer of Sales for Ceresco Hot Lunch May	2,045.00
HS Pop	5/14/2019	FCA	retirement donation from Dale	79.86
HS Pop	5/14/2019	Awards Unlimited, Inc	Clock for Jim-retired	79.86
HS Pop	5/29/2019	Laura Hill	reimbursement for retirement gifts	193.50
Kindness Acct	5/1/2019	Janet's Jungle	2019 Plant Sale	13,004.45
Kindness Acct	5/1/2019	Wahoo High School	Shared Plant Sale Payment	275.27
Kindness Acct	5/17/2019	Kristine White	Gift Card for HS Kindness Helpers	45.00
Kindness Acct	5/29/2019	Val Movie Night	Transfer to Val Movie Night	500.00
Kindness Acct	5/29/2019	Pre-Kindergarten	Transfer to Pre-Kindergarten	2,815.25
Life Skills	5/29/2019	Kayla Benes	misc. supplies	36.97
Pre-Kindergarten	5/9/2019	Kendra Carlson	Round Up Supplies and Field trip bug kits	100.74
RC Concessions	5/1/2019	Annual	concessions profits 4-29-19	425.70
RC Concessions	5/1/2019	Sams Club Credit Card	concessions order 5-1-19	234.55
RC Concessions	5/7/2019	FBLA	concessions profits 5-2-19	353.50
RC Concessions	5/7/2019	Pepsi Cola	concessions order 5-2-19	119.70
RC Concessions	5/7/2019	Super C	concessions order 5-2-19	52.00
RC Concessions	5/13/2019	Super C	Concessions order 4/29	52.00
RC Concessions	5/17/2019	Pepsi Cola	pop/water for concessions	119.70
RC Concessions	5/21/2019	Athletics	concessions profits 2018-2019 %	10,311.69
RC Concessions	5/21/2019	Concessions	concessions profits 2018-2019 %	2,945.89
Spanish Club	5/7/2019	Awards Unlimited, Inc	pins for lettering	25.74
Speech	5/1/2019	US Bank		69.40
Speech	5/7/2019	Super C	Pizza for Speech	26.00
Speech	5/16/2019	US Bank	Kindle Charges--Books for Speech	20.02
Speech	5/29/2019	SpeechWire Tournament Serices	CENTRAL PLAYERS TOURNAMENT 1-12-19	260.00
Student Council	5/21/2019	NASSP	National Student Council renew	95.00
Student Pop	5/1/2019	American Digital Memories LLC	Yearbook Images	10.00
Student Pop	5/14/2019	Teresa Pester	Teacher Appreciation Supplies	246.36
Student Pop	5/16/2019	Kolin Haecker	Graduation Senior Breakfast	13.92
Student Pop	5/20/2019	Kolin Haecker	Retirement Open House	72.58
Track	5/29/2019	Cricket School & Team		371.50
Val Book Fair	5/17/2019	Scholastic Book Fairs	Val BOGO Book Fair	1,315.94
Val Field Trips	5/3/2019	SAC Museum	Cindy Peterson-1st Grade Field Trip	154.00
Val Field Trips	5/10/2019	Lincoln Children's Zoo	Jamie Enevoldsen-3rd Grade Field Trip	120.00

**RAYMOND CENTRAL PUBLIC SCHOOLS****May 2019 - Activities Account Checks**

<b><u>Activity Name</u></b>	<b><u>Check Date</u></b>	<b><u>Vendor Name</u></b>	<b><u>Description</u></b>	<b><u>Amount</u></b>
Val Field Trips	5/13/2019	Henry Doorly Zoo	Mary Kelly-3rd Grade Field Trip	182.40
Val Field Trips	5/17/2019	Eastern Nebraska 4-H Center	5th Grade Field Trip-Valparaiso	535.00
Val Field Trips	5/20/2019	Omaha Henry Doorly Zoo	6th Grade Field Trip	329.00
VolleyBall	5/17/2019	Kalli Brannagan	VB Scorebook	-6.42
VolleyBall	5/7/2019	Sports Express	VB practice shirts	1,766.25
VolleyBall	5/17/2019	Kalli Brannagan	Reissue lost check #2697. VB scorebook	6.42
Weight Room	5/16/2019	Athletics	wrong account deposit	347.39
Wrestling	5/29/2019	Ben Lodema	Camp Instructor	500.00
				<u>53,755.09</u>

**RAYMOND CENTRAL PUBLIC SCHOOLS**  
**May 2019 - Student Fees Account Checks**

<u>Activity Name</u>	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
Ag-Ed Labs	5/1/2019	University of Idaho	Aroma Kit	45.00
Art Class	5/17/2019	Jean Rempfer	Rental/Reception for Visual Arts Awards	231.00
Band Dry Cleaning	5/29/2019	Williams Cleaners	End of Year Uniform Cleaning	236.37
Band Repair/Rental	5/29/2019	Jim Krutz	Used Tuba Case	50.00
FBLA	5/1/2019	Super C		65.00
FFA	5/1/2019	Nebraska FFA Association	Sam Krafka membership	18.00
Foods Class	5/1/2019	US Bank	FCS Groceries	38.91
Foods Class	5/1/2019	Rebecca Parks		220.00
Foods Class	5/7/2019	US Bank	FCS Groceries	58.20
Foods Class	5/14/2019	US Bank	FCS Supplies and Groceries	82.30
Foods Class	5/14/2019	US Bank	FCS Supplies and Groceries-WALMART	93.22
Tech Ed	5/9/2019	Snow Auto Supply	Paint for Student Projects	507.32
				<u>1,645.32</u>

# Raymond Central Public Schools

Thursday, May 16, 2019

	Payment Vendor	Invoice Description	Invoice Total
1	Airgas USA, LLC	Ag - Ed Welding Supplies - S	\$685.66
2	BIO Corporation	Science Supplies - S	\$36.00
3	Bishop Business	Toner for Printers - S	\$84.96
4	Butler Public Power District	Electricity - V	\$2,269.22
5	Cheryl Rieck	Office Supplies - Supt	\$84.28
6	Gale/CENGAGE Learning	Renewal Subscription - Library - S	\$931.37
7	Brooke L. Cheleen	SPED Therapy Services	\$872.20
8	Lori Celesky	April Mileage	\$876.96
9	Lori Maxwell	SPED Supplies - V	\$174.07
10	Menards Lincoln South	Shop Updates - Tech Ed - S	\$419.17
11	Menards Lincoln	Shop Updates - 2,445.59, Skills USA - 308.09	\$2,753.68
12	Mike Henderson	Van Gas	\$50.00
13	Nebraska Sports	Baseball Supplies - S	\$99.98
14	Neco Security	Security Alarm Service - V	\$108.00
15	Omaha World-Herald	Employment Ad for Staff	\$988.00
16	Sarah McClure	Interpreting Services - S	\$90.00
17	Sentry Electric, Inc.	Building Upkeep Maintenance - S	\$218.57
18	Shindigz	Office Supplies - S	\$99.36
19	Supplyworks	Vacuum - Custodial - S	\$376.06
20	US Bank	Shop Updates - S - 1,544.48, National School Board Conv - 851.31, Data Conference Reg - Dostal - 109.95, Skills USA - 50.39, SPED - S - 260.87, Conference Reg - Supt - 230.00, Office Supplies -S - 61.58	\$3,108.58
21	Village Of Ceresco	Utilities Billing - C	\$299.14
22	Wahoo Newspaper	Renewal - Office - C	\$41.95
23	Wahoo-Waverly-Ashland Newspaper	Publications	\$232.87
24	WeatherCraft Co. Of Lincoln	Roof Repairs - S	\$282.64
25	Windstream	Phones - S - 500.55, Supt - 216.38, Data Communications - V - 254.00, S - 203.00	\$1,173.93
			<b>\$16,356.65</b>

# Raymond Central Public Schools

Friday, May 17, 2019

	Payment Vendor	Invoice Description	Invoice Total
1	Awards Unlimited Inc	Track Awards - 120.00, Band Awards - 191.40	\$311.40
2	Celia Newman	Math Supplies - S	\$24.00
3	Dr. Graham House D. M. A.	Accompanist - Choir - S	\$93.75
4	Kristine White	Elementary Guidance Supplies	\$252.92
5	Lori Celesky	May Mileage	\$250.56
6	NASSP	NHS Supplies - S	\$499.15
7	Oak Creek Valley Bank	Computer Lease Payment	\$13,280.68
8	VABA	Baseball Prep - S	\$251.80
			\$14,964.26
	<b>Hot Lunch Fund</b>		
1	Mid-States School Equipment Co.	Lunch Room Tables - V	\$3,145.80





RAYMOND CENTRAL





**Submitted by Greg Wilmes, Activities Director/Assistant Principal**

Rylee Haecker finished 6th in the girls 800M run and Grace Mueller finished 4th in the girls long jump at state track. Congrats!

The spring athletic sports banquet was hosted on Tuesday, May 14 in the commons. Many winter/spring sport awards were given out, as well as year-long academic all-state, 3-sport winners (two 4-year 3-sport athletes: Morgan Potter, Easton Albrecht) and the athletes of the year (Rylee Haecker, Easton Albrecht). Special recognition was also given to retiring coach/teacher Dale Rasmussen, who was at Raymond Central for 36 years!

Summer camps/weights started on May 28 and the weightroom will start normal sessions on Monday, June 3. Gyms will be closed for refinishing from around the 4th of July.

Below is a picture of the trailer with our new logo. We will continue to utilize this for any activity that needs them!



## **Board Items from the High School Principal & Curriculum Coord. (June)**

Summer has begun.

Custodians are hard at working cleaning rooms and providing summer maintenance to our buildings.

The athletic teams have started their camps or have a camp planned during the summer. Summer leagues have already started for various teams.

June 5-7 the science department will be looking at the science standards and writing curriculum for next school year. They will also be selecting new materials as it is their turn in the curriculum cycle. Mrs. Stansberry and Mr. Grahleer will be a part of the worktime guided by ESU2.

I have met with Allison Stansberry several times this semester to help in her transition to Raymond Central.

The Nebraska Capitol Conference is looking to add new members to the conference. As of now Louisville is planning on joining the conference in another year. Wahoo and Platteview are looking at leaving in another year to make a new conference with other class B schools. If/when they leave we will be looking at other schools to join the NCC. We have been in touch with other schools. The process will continue into this coming school year. We hope to have some decisions made in September/October.

A big thank you to all the staff for a successful school year. Also want to thank the teachers leaving RC for their service: Dale Rasmussen, Jim Marsh, Cailyn Johnson, Brian Dunker, Pat Harrington, Kayla Benes, & Jacob Birch.

I will be attending the board meeting at my new school on Monday. Thanks for all your support through the years. I wish Raymond Central nothing but the best.

**June 3, 2019**

To: Dr. Joel and the Raymond Central Board of Education

From: Ann Egr - Ceresco Principal and District Special Education Director

Elementary-

1. **MUSTANG** Award Winners: Joe Caha, Quentin Guenther, Bentley Johnson, Karalee Brodd, Kloe Naber, Aubrey Wellman, Hunter Brodd, Lucas Christensen, Ada Sabatka, Wyatt Goddette, Jacob Grundin, Alice Hass-Stuchlik, Lela Hass, Michaela Huummel, Chase Schwarting, Rae Thomas, Emory Burch, Lynsey Christensen, Joel Crees, Tanner Freeman, Landon Guenter, Hudson Heermann, Asher Jeppesen, Gavin Loyd, Nolan Meranda-Melia, Rebecca Sklenar, Brayden Snetsinger, Zoey Goddette, Madison Jones, Lindsey Morris, Gabriel Nacke, Samuel Norlen, Ali Al-Baaj, Elienne Houchin, Savannah Masek, Gracyn Rech, Kinsley Seuferer

P.O.P (Positive Office Pass) drawing recipients were: Peyton Blank, Burke Gushard, Hannah Sklenar, Brennen Crees, Jeffery Jones, Lita Rushing, Tyler Scheinost, Easton Lubisher, Thomas Norlen, Aliviah Ceja

2. The spring concert for grades 3-5 was held at the High School on Monday, May 14 starting at 6:30 pm. Thank you to Mr. Strouf, Mr. Luke, students, and parents for their continued support of the fine arts!

3. The end of the year picnic was held at the Ceresco Park on May 22. Once again, a HUGE thank-you to the PTO for furnishing the popsicles for the end of the year picnic. Raymond Central is fortunate to have such supportive PTO.

4. Jump-Start to Kindergarten starts on June 11th at Ceresco. Ten students are participating this year. Thank-you to the Jump-Start teachers, Kendra Carlson, Lori Maxwell, Haylee Kremer, and Kathy Fredrickson for making this a successful learning opportunity.

5. End of the year cleaning and building maintenance has begun.

Special Education-

1. Summer is a busy time for the end of the year Special Education reporting. Nebraska Department of Education (NDE) requires numerous reports for SpEd accountability. The Special Education Discipline Report, Snap Shot, and Non-public meeting are all due within the next two weeks.

TO: Dr. Derrick Joel and the Board of Education  
FROM: Mrs. Shelly Dostal, Elementary Principal at Valparaiso, and K-5 Curriculum Director  
DATE: May 31, 2019  
RE: Principal's Report

1. Assessment – Report cards are available for families to pick up. We will not have results of state wide (NSCAS) assessments until at least August. NDE is working with educators this summer to continue to develop assessment items.
2. AQuESTT – The administrative team worked together to submit district and school Evidence-Based Analysis ratings for the AQuESTT report. The AQuESTT has six tenets: 1) Positive Partnerships, Relationships, and Student Success, 2) Transitions, 3) College and Career Ready, 4) Assessment, 5) Educational Opportunities and Access, and 6) Educator Effectiveness. Ratings are based on a four point rubric with RC primarily in the 3-4 range.
3. School Improvement - The School Improvement Team met on May 28 to wrap up from 2018-19 and plan for 2019-20. We will meet again before school starts. Most teacher members of the SIP team will be attending the PLC Solution Tree workshop in June.
4. Curriculum and Instruction – As we continue to roll in new math materials updates, the quote for third through fifth grade materials (EnVision Pearson) is being submitted for Board approval. We are planning for the implementation of SEL resource, Move this World, for grades PK-6. Mrs. Kendra Carlson has given positive feedback in regards to the INSIGHTS grant during the past year. The two year grant will roll up into first grade for the 2019-20 school year.
5. Professional Learning – ESU#2 is hosting various trainings this summer. We are trying to organize CPI training for staff during late summer/early fall. New to the profession teachers will be attending the New Teacher Academy in August. A team of RC School Improvement members will be attending the DuFour's PLC conference in St. Charles, MO, in June.
6. End of Year –Students enjoyed a fun track and field day on May 20 organized by Ms. Kalyn Brannagan. Thank you to her and the volunteers! Thank you to Mrs. Cindy Peterson and Mrs. Lori Maxwell for facilitating picnic activities on May 22. It was an enjoyable way to end the year! The annual end of year Awards Assembly was held on May 23. Students were recognized for various achievements including MUSTANG awards. Staff members were recognized for their service to RC. Special thanks to Ms. Barb Schiefen for the outstanding video presentation of highlights throughout the year.
7. Kindergarten Jump Start – Classes will begin on June 10 and will run through July 25, with no classes meeting during the week of July 4th. Classes will meet on Monday and Wednesday in Valparaiso and on Tuesday and Thursday in Ceresco, from 8:30-11:30am.

Mrs. Kendra Carlson is leading the groups with assistance from Mrs. Lori Maxwell, Mrs. Yvonne Brenner, Mrs. Kathy Fredrickson, Ms. Haylee Kremer, Miss Sara Bos and others as needed.

8. Summer maintenance has begun. Thank you to our dedicated maintenance crew for their efforts. Teachers have prepared their rooms for window replacement this summer.
9. Planning for 2019-20 – Staff has been busy cleaning out space and organizing. New staff will be moving in soon.
10. Thank you to the BOE for the pens and note during Teacher Appreciation Week!
11. PTO - Thank you to the PTO for all the delicious treats during Teacher Appreciation Week! KFOR summer fun punch tickets are being sold for \$5 with 100% of the proceeds going to the PTO. A Mustang Day Out was hosted at Raymono's on May 23 to celebrate the start of summer.

## **Summary of Vision 2025 Meetings**

### **What is different for you now compared to 10-25 years ago?**

- Society operates at a much faster pace where information can be accessed immediately on a smart device. If you have a question, Google it
- Home life is different today - both parents working and being around less is more common than having one parent stay home with the kids. Parents were also more involved 10+ years ago
- How people communicate There is less face-to-face communication today
- People are using technology as a crutch, there is too much trust in apps and other online resources
- Seems to be less accountability for youth and a lack of respect for authority
- Time commitment for students today is heavy, students are not getting home until late and staying up to work on schoolwork
- School safety has become a topic and concern for both staff and parents.
- People, business, and organizations need technology to stay current, promote their cause, and reach people online. Today we must “brand” ourselves to stay current
- Kids using social media can get themselves in trouble later in life
- Kids can be influenced and bullied online - even adults
- Lack of privacy is a concern
- People are looking for leaders when hiring
- People use to have 1 career and maybe 10 different jobs, but now it is not uncommon to have 10 different careers.
- Technology has transformed education, it looks completely different today than just yesterday. Kids get wrapped up with technology rather than with activities and the community.
- College is no longer the pathway to have a success job, career, or life. There are so many more opportunities for students today.

### **In regards to what you see different, what do you believe are two action solutions and what is the school and personnel role in the solution?**

- Continue to update the website to keep people informed
- Create an atmosphere where the school rewards positive behavior and accomplishments
- Include the importance of work ethic when working with students
- Competition is healthy, use this as a way to motivate
- Provide opportunities for students to fail and work through the failure process. “Fail-forward”
- Reward outstanding teachers
- Teach students to be problem solvers - get students engaged
- Do more with STEM and STEAM
- Students need to know what bullying is so they can recognize it and get help
- Students need trusting relationships with staff, not other friends
- Increase the presence of counseling
- Continue to change the curriculum to stay competitive - we need to retain more of our own students
- Create an exit interview for exiting students (option enrollment)

- 3 school sites may be hurting us as a district creating a unified RC
- We need to support new parents to the district and not assume parents know everything
- Classrooms need to be more engaging with less teacher talk and worksheets - need to be more hands on
- Add a leadership course to the high school
- Increase technology offerings at all levels

### **What skills do you want our kids to graduate RC with as a foundation to their future?**

- Adaptability - learn and relearn, understand change happens
- Money skills
- Communication is key - eye contact is still important
- RC needs to offer more coding and modern languages
- Students need more volunteer opportunities
- Continue trade and technical skills
- We need to get more students involved both with activities and as supporters
- Learn from mistakes, it is not the end of the world to make mistakes
- Love of learning - curiosity seems to fizzle out the older students get
- Utilize the community around RC for 1st hand expertise
- Empathy is important as our society continues to diversify
- Our students need a cultural perspective
- Teach life skills to students
- Do not over complicate the learning process - what is essential for students to know and be able to do
- Look for opportunities to bring in more guest speakers or get students out of the classroom more to learn
- Students need projects to take more ownership and showcase their skills
- Students need critical thinking and problem solving skills
- Build a greater sense of Pride for the Mustangs
- Give kids ownership of their work

### **Other Topics of Interest**

- Option enrollment numbers and becoming net positive - create an action plan to address this
  - What role does school location have in this?
- Continue to create the before/after school program through the Foundation
- Utilize our alumni more - guest speakers, classroom visits, etc...
- Create more attractive spaces to showcase student's academic and athletic talents - we want students who leave RC to come back
- Pick 5 seniors and track them
- Sharing stories is one of the most powerful strategies we have, what more can we do? RC needs to do a better job of sharing our brand and story

## **2018-2019 RC Strategic Plan**

### **Mission Statement**

*The Raymond Central community is committed to providing a positive, challenging learning environment which prepares each individual student to be a responsible citizen in an ever-changing society.*

### **School Improvement Goal**

*All students will meet or exceed normal growth rate on standardized tests annually.*

- Intervention (1): Raymond Central will create a districtwide Professional Learning Community Framework with a shared vision focused on student learning and commitment to continuous improvement.
  - Through PLC collaboration, teachers will utilize explicit instruction to increase student achievement
- Intervention (2): As a PLC, teachers will create/update SMART (Specific, Measurable, Attainable, Relevant, Timely) Goals Annually
- Intervention (3): Teachers will implement a variety of high yield instructional strategies including differentiation to meet the needs of all students
- Intervention (4): Teachers will use lesson design, GANAG (Goal setting, Access to prior knowledge, New information, Application, Goal Review) as the district instructional framework.
- Intervention (5): Raymond Central will develop a multi tiered system of support (MTSS) academic and behavior framework (PBIS) to provide a system of prevention, early identification and intervention, and supports to ensure every student is successful.

### **District Strategic Plan**

#### **Goal 1 - Increase Student Achievement**

- Performance Indicator (1): Students will be provided rigorous academic and real-life learning opportunities to become college and career ready.
- Performance Indicator (2): Develop and implement a tiered system of supports (MTSS) that represents a needs driven decision making model ensuring district resources reach the appropriate students and school sites at appropriate levels to accelerate performance of all students to meet or exceed proficiency.
- Performance Indicator (3): Students will be provided high quality, individualized instruction through research based best teaching practices, guaranteed and viable curriculum, and continuous assessment / progress monitoring.
- Performance Indicator (4): Increase MAP Scores (Measurement of Academic Progress) to meet or exceed national growth rates from first data collection point to second data collection point.

- Performance Indicator (5): Monitor success of the Early Childhood Program through continuous data collection utilizing Teaching Strategies Gold in accordance with Rule 11.

**Goal 2 - Research and implement strategies to recruit, hire, develop, support, and retain the highest quality staff**

- Performance Indicator (1): Expand leadership development for staff
- Performance Indicator (2): Review 2018-2019 staff exit surveys to develop patterns and trends
- Performance Indicator (3): Research and implement an online resource for accepting applications for all open positions.

**Goal 3 - Increase Student Enrollment**

- Performance Indicator (1): Work towards a positive ratio of option enrolled students.

**Goal 4 - Maintain and Improve Current Facilities**

- Performance Indicator (1): Continue to update the RC 5-10 year facilities plan
- Performance Indicator (2): Explore innovative campus concepts
- Performance Indicator (3): Build a performing Arts Center
- Performance Indicator (4): Develop a RC 2030 Vision for future facilities and locations.

**Goal 5 - Technology**

- Performance Indicator (1): Continue to stay up-to-date with devices and infrastructure.
- Performance Indicator (2): Increase the number of individual student devices (Chromebooks and iPads) to equal the number of students enrolled.
- Performance Indicator (3): Teachers will continuously improve their practice by participating in professional development which focuses on developing student centered learning, differentiated instruction and digital citizenship.

**Goal 6 - Staff Professional Development**

- Performance Indicator (1): Increase purposeful technology use by staff and students.
- Performance Indicator (2): Provide relevant and meaningful professional learning to increase differentiation within classrooms through the districtwide PLC framework.
- Performance Indicator (3): Data collection process to ensure high yield instructional strategies are implemented with fidelity to the GANAG lesson design.

**Goal 7 - Create an action plan to address mental health needs of students**

- Performance Indicator (1): Diversify mental health supports to meet the complex needs of students in crisis.
- Performance Indicator (2): As resources permit, increase staffing to support mental health needs, including but not limited to, school counselors, at-risk school counselors, interventionists, and school psychologist.

**RC Facility Priority List**

Created 2.26.18 - Updated 5.29.19

**2018-2019**

<b>Project</b>		<b>Location</b>	<b>Estimated Cost / Total Cost</b>	<b>Anticipated Start Date</b>	<b>Completion Date</b>	<b>Contractor(s)</b>
LED Exterior Lights (14 total lights + 4 lights on 1995 addition)	<b>X</b>	Jr/Sr High School	\$218 for 50-Watt WML LED X 14  \$580 LED LF3 on 1995 Addition  <b>Total: \$3,632</b>	November 2018	November 2018	<b>1. Sentry Electric</b>
Interior Sensory, Power Packs in both Shop Areas, pendulum light in commons, 4 gyms lights (non LED), and other electrical issues	<b>X</b>	Jr/Sr High School	<b>\$2,890.00</b>  \$180.00 per non LED gym light replacement	October 2018	October 2018	<b>1. Sentry Electric</b>
Replace 6 Additional Heat Pumps w/ new controls		Ceresco Elementary	Cost: \$53,235.00	Summer 2019		<b>1. H &amp; S Plumbing and Heating</b>

New Tile in Kitchen		Val Elementary	\$5,000			<b>1. Ernies</b>
Walk in Cooler Concrete Floor Replacement		Val Elementary	\$6000 ***Hot Lunch Fund***	Summer 2019		<b>1. StoneClad Inc - Nathan</b>
Replace Carpet in Entrances with Rubber Flooring		Both Val and Ceresco Elementary Schools	\$13,800 ***Bid from Ernies***			
Seal Cracks on Jr/Sr High School Entrance		Jr/Sr High School	\$5,431.25	Summer 2019		<b>1. NL Driveway Maintenance</b>
Resurface Jr/Sr High School Entrance		Jr/Sr High School	\$70,000			
Concrete Work		Jr/Sr High School Ceresco	\$5,000	Summer 2019		<b>1. Tom Rezac, R &amp; B Contractors Inc.</b> a. Replace concrete in Ceresco around the front entry and delivery dock at Ceresco. Replace 4 concrete squares near bus loading zone at Jr/Sr HS

Energy Audit at Val Elementary		Val Elementary	Free	TBD		<b>1. Trane</b>
Metal Bleachers for FB stadium (add handrails)		Jr/Sr High School				
Paint and Repair EIFS (Scott's Plastery)		Val Elementary Gym and Main Entrance Ceresco				
Replace Northside Windows		Val Elementary	Cost:\$88,732.00 **Insurance Will Cover the Cost**	Summer 2019		
Pump/Well #5 Leaking between #4		Jr/Sr High School				
Replace Carpet w/ square tile carpet (make color universal for all 3 sites)		Val and Ceresco Elementary	Met w/ Ernie's October 2018  \$210,500.008			
Remove Gravel from Playground(s) and add ADA approved black tile		Val and Ceresco Elementary				

1911 Rock Bench		Ceresco Elementary				
Replace Wooden Lockers w/ Metal		Val and Ceresco Elementary				
Add Concrete to N Parking Lot for Drainage		Val Elementary	\$13,350.00			
Roof Maintenance		All Sites	\$0	Summer 2019	Summer 2019	As of 11.5.18
Gym Floor Refinish (annual cost)		All Sites	\$10,000	Summer 2019	Summer 2019	
Concrete Add to Handicap Area outside FB Stadium		Jr/Sr High School	\$1,000			
Update Eroding Mechanical Room		Valparaiso Elementary	\$10,469.00	Summer 2019		<b>1. Shanahan Mechanical and Electrical</b>
Finish Duct Cleaning Over the Gym		Ceresco	\$3000	Summer 2019		<b>2. Midland Duct Cleaning</b>
Maintenance Coating and		Jr/Sr High School	\$51,950			<b>3. Midwest Track and Tennis</b>

Line Painting on the Track						
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**Other:**

- Mr. Harrington's welding class create and install handrails in the stadium (**Material has been ordered**)
- Replace Concrete Barriers at Val Elementary

**2019-2020**

<b>Project</b>		<b>Location</b>	<b>Estimated Cost / Total Cost</b>	<b>Anticipated Start Date</b>	<b>Completion Date</b>	<b>Contractor(s)</b>
Flat roof (center section) replacement		Ceresco Elementary	\$190,000	June 2020	August 2020	

**2020-2021**

<b>Project</b>		<b>Location</b>	<b>Estimated Cost / Total Cost</b>	<b>Anticipated Start Date</b>	<b>Completion Date</b>	<b>Contractor(s)</b>
Area 4 (gym roof and NE corner)		Ceresco Elementary	\$180,000	June 2021	August 2021	

**2021-2022**

<b>Project</b>		<b>Location</b>	<b>Estimated Cost /</b>	<b>Anticipated</b>	<b>Completion</b>	<b>Contractor(s)</b>
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			<b>Total Cost</b>	<b>Start Date</b>	<b>Date</b>	
Area 2-4-6-8		Jr/Sr High School	\$250,000	June 2022	August 2022	

CERESCO ELEMENTARY SCHOOL

SECTION I – FLOORS, HALLWAYS, AND EXITS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Floors are in good condition with no slip, trip, and fall hazards.	X		I found the floors to be in excellent condition.
2. Housekeeping is adequate. Hallways and exits are not blocked by storage.	X		Your building is very clean. Kudos to your custodial staff.
3. Spilled food or water cleaned up promptly. “Wet floor” signs are used.	X		I did not see evidence of these signs during my visit to the building, but I was informed these signs are used.
4. Doormats provided by doorways to collect water, slush, and snow.	X		
5. Aisles are unobstructed and sufficiently wide for clear passage.	X		

SECTION II – CLASSROOMS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Desks, chairs, and tables are in good repair.	X		I did not see any furniture that posed a safety concern.
2. Adequate aisle space provided for quick exits.	X		Your staff has done a nice of job of keeping these passageways clear for entering and exiting classrooms.
3. Floors are in good condition and not slippery.	X		Your carpeted and tiled surfaces are all in excellent condition.
4. Storage and shelving is adequate for your needs.	X		I found no abuse in overstocking in any of the classrooms.

CERESCO ELEMENTARY SCHOOL

SECTION II – CLASSROOMS (continued)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
5. Potential hazards are observable, i.e., extension cords across aisles.	X		I did not see any cords on the floor of any classrooms.
6. Window blinds are in good condition.	X		
7. Televisions are fastened to the cart on which they have been placed.	X		
8. Student work areas are not located beneath wall/ceiling mounted televisions.	X		

SECTION III – EXITS AND EMERGENCY LIGHTING

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Emergency lighting and exit lighting is operational.	X		All exit lights and emergency lights were in working order.
2. Exterior exit surfaces are clear for a prompt exit.	X		
3. Exit doors are locked during the day as a security measure.	X		

SECTION IV – STORAGE, SHIPPING, AND RECEIVING AREA

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Housekeeping is adequate with no excessive amounts of combustibles.	X		All areas were clean and very well organized.
2. Shelving is properly secured.	X		
3. Heavy items are stored waist high on shelves where possible.	X		
4. Boiler rooms are kept reasonably neat and free of storage.	X		

CERESCO ELEMENTARY SCHOOL

SECTION V – LADDER SAFETY

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Employees are periodically instructed on the safe use of ladders.	X		A common sense approach is used.
2. Metal ladders are not used in conjunction with electrical work.	X		
3. Wooden ladders have been discarded and step stools are available.	X		
4. Ladders and step stools are available for use by the teaching staff is needed.	X		Stepstools/stepladders are available upon request.

SECTION VI – STAIRS AND RAMPS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Handrails are in place and are secure.	X		
2. Landings are free of hazards.	X		
3. Lighting is adequate.	X		
4. Stair treads are provided and are in good condition.	NA		
5. Stairwell fire doors are not blocked.	NA		
6. Ramps are provided with nonskid surfaces and are in good condition.	NA		
7. Elevators have current inspection tags.	NA		

CERESCO ELEMENTARY SCHOOL

SECTION VII - FIRE SAFETY

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Fire doors are not tied or blocked.	X		
2. Fire extinguishers carry current inspection tags and are properly located throughout the building.	X		All extinguishers carried current inspection certificates and monthly inspections are taking place. Kudos to your custodian.
3. Fire drills are performed as required.	X		Ten drills are held annually which is the required number by NDE.
4. Exit routes are clearly posted in each classroom.	X		All classrooms contained emergency fire and tornado route information. Your staff has done an excellent job in this regard.
5. Use of extension cords minimized.	X		
6. Mechanical rooms and other hazardous storage areas are kept locked.	X		
7. Buildings are sprinkled as a deterrent to fire.	X		The entire building is sprinkled; a commendation to the district.
8. The use of candles or votives is prohibited.	X		I did not see any votives or candles burning; a commendation to your staff.

CERESCO ELEMENTARY SCHOOL

SECTION VIII – KITCHENS AND CAFETERIAS

YES    NO    COMMENT

- 1. Kitchen floors are constructed of a non-skid surface material and/or non-slip mats are being provided. X
- 2. Slicers and other equipment are adequately guarded. and unplugged when not in use. X
- 3. Loading docks are free of slip, trip, and fall hazards. X
- 4. Cafeteria tables, chairs, and stools are sturdy and without rough edges or loose hardware. X

A. I found the food service area to be extremely clean and very well organized with no overstocking of materials in the walk-in freezer, walk-in cooler, or the dry storage area. Kudos to your food service staff.

SECTION IX – OFFICE SAFETY

YES    NO    COMMENT

- 1. Cords for office equipment do not create a tripping hazard. X
- 2. Storage in file cabinets is such that lower drawers are the heaviest. X
- 3. Chairs and desks are arranged so that work is being performed at the appropriate eye and wrist levels. X

SECTION X – PLAYGROUNDS AND SECURITY

YES    NO    COMMENT

- 1. Equipment and surfacing materials are checked periodically for hazards. X
- 2. Fencing is maintained, and chain and locks are in good working condition. N/A

I was told the custodial staff checks the playground equipment monthly to ensure its safety.

CERESCO ELEMENTARY SCHOOL

SECTION X – PLAYGROUNDS AND SECURITY (cont.)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
3. Adequate exterior lighting is provided, including weekends, for all gates, doors, and parking lots.	X		
4. Drug Free signs are posted on school property.	X		
5. Signs are posted for visitors to report to the primary office or the principal's office upon entering the building.	X		
6. There are written regulations regarding access and control for school personnel or patrons of the district to use the school building after school hours.	X		
7. Bus loading and drop-off zones are clearly defined.	X		
8. Friends, relatives, or non-custodial parents are required to have written permission to pick up a student from school.	X		
9. Access to bus loading/unloading area is not permitted for other vehicles.	X		

CERESCO ELEMENTARY SCHOOL

SECTION XI – MISCELLANEOUS LOCATIONS/ITEMS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Boiler rooms are kept reasonably neat and free of storage.	X		
2. Boilers carry current certificates.	X		There is one boiler in this facility and the inspection certificate was current.
3. Storage areas have no excessive stock pile of combustibles.	X		
4. First aid kits have been purchased and are made available.	X		
5. Lock out/tag out procedures are used to identify broken equipment.	X		
6. Unused areas of the school can be closed off during after-school activities.	X		
7. There is two-way communication between the office and the classrooms.	X		All classrooms are equipped with telephones; a commendation to the district.
8. Visitors are required to sign in.	X		
9. Proper identification is required for staff.	X		
10. Proper identification is required for visitors.	X		
11. Material Safety Data Sheets are stored in a convenient location.	X		
<p>A. I was very impressed with the cleanliness and orderliness of the building. It is obvious your custodian is doing an excellent job in this regard.</p> <p>B. I have been conducting Rule 10 Safety Audits for 19 years and this is the first building about which I have no recommendations for improvement. Kudos to everyone involved for your efforts in this regard. Keep up the excellent work!!</p>			

Ashland, Nebraska  
April 29, 2019

Dr. Derrick Joel, Superintendent  
Raymond Central Public Schools  
1800 West Agnew Road  
Raymond, NE 68428

Dear Dr. Joel:

Enclosed is a summary of my observations following my tour of your facilities in the Raymond Central School District. For little or no cost, your school district can do most of what is included in this report and at the same time, reduce the chance of injury for your students and staff. The items listed in the final report are for your consideration and are not intended to be mandates. You are under no obligation to complete any of the suggestions I have included.

Thank you for the courtesies shown to me while I was in your buildings. A special thanks to the custodians for assisting me with the tours. Having them accompany me expedited my task.

Sincerely,

Ed Johnson  
1362 Fairway Circle  
Ashland, NE 68003  
402-269-7080  
[ed.johnson1395@gmail.com](mailto:ed.johnson1395@gmail.com)

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION I – FLOORS, HALLWAYS, AND EXITS

YES    NO    COMMENT

- |  |   |   |
|--|---|---|
| 1. Floors are in good condition with no slip, trip, and fall hazards.                  | X |   |
| 2. Housekeeping is adequate. Hallways and exits are not blocked by storage.            | X | Your hallways were free of obstructions and were clean.                           |
| 3. Spilled food or water cleaned up promptly. “Wet floor” signs are used as necessary. | X | I did not see evidence of these signs, but Mr. Carlson informed me they are used. |
| 4. Doormats provided by doorways to collect water, slush, and snow.                    | X |   |
| 5. Aisles are unobstructed and sufficiently wide for clear passage.                    | X |   |
- A. I found the above areas to be very clean with no major safety issues prevalent.
- B. In general, I was very pleased with the condition of the tiled surfaces and the carpet throughout this facility.

SECTION II – CLASSROOMS

YES    NO    COMMENT

- |   |   |  |
|---|---|--|
| 1. Desks, chairs, and tables are in good repair.                      | X |  |
| 2. Adequate aisle space provided for quick exits.                     | X |  |
| 3. Floors are in good condition and not slippery.                     | X |  |
| 4. Storage and shelving is adequate for your needs.                   | X |  |
| 5. Potential hazards are observable, i.e., extension cords on floors. | X | Be certain cords are covered with a cord cover to guard against trips/falls. |

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION II – CLASSROOMS (CONT)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
6. Window blinds are in good condition.	X		
7. Televisions are fastened to the cart on which they have been placed.	X		I did not see any televisions that were not fastened to the cart on which they had been placed.
8. Student work areas are not located beneath wall/ceiling mounted televisions.	X		
A. Most of your classrooms no longer have doorknobs which is a commendation for the district.			
B. The art room was in excellent condition. I see none better in my travels and your instructor is to be commended for her efforts in this regard.			
C. The vo-tech shop was quite unkempt. It appeared there were many items that could be discarded, and other items need to be stored in a proper manner. At present, there are many items on the floor that could lead to trips/falls by your students and staff and for their safety, the room needs to be cleaned and organized.			
D. On the landing of the vo-tech shop, there were many items laying on the floor. The area is quite untidy and must create a nightmare for cleaning purposes. It appeared many items could be discarded and the items that are kept need to be organized.			
E. Between the two shops, there is a hallway in which there are some file cabinets along with some other items that are blocking a door. For entrance/egress purposes, these items must be moved to a different location.			

SECTION III – EXITS AND EMERGENCY LIGHTING

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Emergency lighting and exit lighting is operational.	X	X	(See Addendum A)
2. Exterior exit surfaces are clear for a prompt exit.	X		

NOTE: Due to the number of lights that need attention, please refer to Addendum “A” at the end of this report.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION IV – STORAGE, SHIPPING, AND RECEIVING AREA

YES    NO    COMMENT

- |  |   |   |
|--|---|---|
| 1. Housekeeping is adequate with no excessive amounts of combustibles. | X |   |
| 2. Shelving is properly secured.                                       | X |   |
| 3. Heavy items are stored waist high on shelves where possible.        | X |   |
| 4. Boiler rooms are kept reasonably neat and free of storage.          | X | You have done a respectable job of keeping your boiler rooms free of storage.                                   |
| 5. Gasoline is stored in metal containers with metal nozzles.          | X | The district has provided a locked cabinet for the storage of gasoline which is a commendation to the district. |

SECTION V – LADDER SAFETY

YES    NO    COMMENT

- |  |   |  |
|--|---|--|
| 1. Employees are periodically instructed on the safe use of ladders. | X |  |
| 2. Metal ladders are not used in conjunction with electrical work.   | X |  |
| 3. Wooden ladders have been discarded and step stools are available. | X | As near as I could tell, you no longer have any wooden ladders. Fiberglass ladders provide a much safer alternative. |
| 4. Ladders and stepstools are available for staff when needed.       | X |  |

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION VI – STAIRS AND RAMPS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Handrails are in place and are secure.	X		
2. Landings are free of hazards.	X		
3. Lighting is adequate.	X		
4. Stair treads are provided and are in good condition.	X		The stair treads are in excellent condition.
5. Stairwell fire doors are not blocked.	X		
6. Ramps are provided with nonskid surfaces and are in good condition.	X		
7. Elevators have current inspection tags.	X		You don't have an elevator as such, but I was informed the lift is inspected annually.

SECTION VII - FIRE SAFETY

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Fire doors are not tied or blocked.	X		
2. Fire extinguishers carry current inspection tags and are properly located throughout the building.	X		All extinguishers carried current inspection certificates, but monthly inspections are not taking place. This merely requires checking the pin and gauge and periodically shaking the extinguisher. The inspector should initial and date the back of the inspection certificate.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION VII - FIRE SAFETY (cont.)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
3. Fire drills are performed as required.	X		Ten fire drills are held annually which is the required number.
4. Exit routes are clearly posted in each classroom.	X		
5. Use of extension cords minimized.	X		
6. Mechanical rooms and other hazardous storage areas are always kept locked.	X		
7. Buildings are sprinkled as a deterrent to fire.	X		
8. The use of candles or votives is prohibited.	X		I did not see any violation of this regulation.
A. Classrooms contained condensed maps of the building to be used as fire and tornado route information. I did not find any rooms that did not have this information displayed near the classroom exit. Kudos to your teaching staff.			

SECTION VIII – KITCHENS AND CAFETERIAS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Kitchen floors are constructed of a non-skid surface material and/or non-slip mats are being provided.	X		
2. Slicers and other equipment are adequately guarded and unplugged when not in use.	X		
3. Loading docks are free of slip, trip, and fall hazards.	X		
4. Cafeteria tables, chairs, and stools are sturdy and without rough edges or loose hardware.	X		

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION VIII – KITCHENS AND CAFETERIAS (cont.)

YES    NO    COMMENT

A. I checked the walk-in freezer, the walk-in cooler, and the dry storage area. None of the areas were overstocked and all three areas were in excellent condition. Kudos to your food service staff.

SECTION IX – OFFICE SAFETY

YES    NO    COMMENT

- 1. Cords for office equipment do not create a tripping hazard.
- 2. Storage in file cabinets is such that lower drawers are the heaviest.
- 3. Chairs and desks are arranged so that work is being performed at the appropriate eye and wrist levels.

X  
X  
X

SECTION X – PLAYGROUNDS AND SECURITY

YES    NO    COMMENT

- 1. Equipment and surfacing materials are visually checked periodically for hazards.
- 2. Fencing is maintained, and chain and locks are in good working condition.
- 3. Gates are secured by padlocks and chains after hours.
- 4. Adequate exterior lighting is provided, including weekends, for all gates, doors, parking lots, and bus garages.
- 5. Drug Free signs are posted on school property.
- 6. Visual surveillance of parking lots is possible from the school.

N/A  
X  
X  
X  
X  
X

I was informed the current lighting was more than adequate.

This could be better but will be difficult to remedy.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION X – PLAYGROUNDS AND SECURITY (cont.)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
7. Signs are posted for visitors to report to the primary office or the principal’s office upon entering the building.	X		
8. There are written regulations regarding access and control for school personnel or patrons of the district to use the school building after school hours.	X		
9. Bus loading and drop-off zones are clearly defined.	X		The district feels this needs to be improved, a project on which they are working.
10. Friends, relatives, or non-custodial parents are required to have written permission to pick up a student from school.	X		
11. Access to bus loading/unloading area is not permitted for other vehicles.	X		
A. The preschool playground equipment appeared to be in excellent condition.			

SECTION XI – VOCATIONAL/INDUSTRIAL DEPARTMENTS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. All students are trained before they are permitted to operate equipment.	X		Students must receive a score of 100 percent on a written test before they use power equipment.
2. Eye Protection and other personal protective equipment are required.	X		I saw evidence of this on my tour of your facilities.
3. Appropriate warning signs are posted on walls and on machinery/equipment.	X		
4. All machinery and equipment are properly guarded.	X		As near as I could tell, all equipment is properly guarded.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION XI – VOCATIONAL/INDUSTRIAL DEPARTMENTS (cont.)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
5. Heavy items are stored on the floor or bottom shelves.	X		To the best of my knowledge, this practice is being followed.
6. Shelving is adequate for loads and is secured.	X		As near as I could tell, shelving is not overloaded.

SECTION XII – MISCELLANEOUS LOCATIONS/ITEMS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Boiler rooms are kept reasonably neat and free of storage.	X		
2. Boilers carry current inspection certificates	X		There are two boilers at this facility, and both carried current inspection certificates.
3. First aid kits have been purchased and are made available.	X		
4. Lock out/tag out procedures are used to identify broken equipment.	X		
5. Unused areas of the school can be closed off during after-school activities.	X		
6. There is two-way communication between the office and the classrooms.	X		There are telephones and an intercom system in all classrooms.
7. Visitors are required to sign in.	X		
8. Proper identification is required for staff.	X		Some staff members wore identification; others did not.
9. Proper identification is required for visitors.	X		
10. Safety Data Sheets are stored in a convenient location	X		

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

SECTION XII – MISCELLANEOUS LOCATIONS/ITEMS (cont.)

YES

NO

COMMENT

- A. All boiler inspections certificates are current. It is suggested these certificates be placed near the respective boilers in all buildings.
- B. The district does not own a scissors lift. It is suggested you purchase a lift of this nature to be used by your custodial/maintenance staff to change lights in your gymnasiums and to work on other difficult to reach locations. Presently, I understand you are using scaffolding and/or ladders which could easily put your staff in jeopardy as falling from this equipment could easily lead to injury.
- C. I found the mezzanine panel room to be in excellent condition. There are many electrical panels in this room and none of them were blocked. Keep in mind you need at least three feet of clearance for panels of this nature and it appears your custodial/maintenance staff is doing an excellent job in this regard.
- D. I checked mechanical rooms and custodial closets and they have not been converted into storage rooms which is commendable. Rooms of this nature were not intended for storage and the district is to be commended for your efforts in this regard.

TRANSPORTATION ITEMS

- 1. I was informed all vehicles contain current fire extinguishers and monthly inspections are taking place.
- 2. All vehicles should contain a copy of the Safe Pupil Transportation manual. This is a requirement of Rule 10 and each vehicle is to contain a copy of this manual. In addition, each driver is to be in-serviced on the contents and of this manual on an annual basis.
- 3. Pre-trip inspections are conducted and documented daily by each driver as is required.
- 4. Quarterly inspections of all buses are conducted annually, and the reports are filed with Mr. Carlson
- 5. Make certain the fire extinguishers are secured in all vehicles transporting students as they can become projectiles in an accident. I discussed this item with Mr. Carlson, and he is aware of what is required.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

ADDENDUM "A"

EMERGENCY LIGHTS IN THE FOLLOWING LOCATIONS WERE NOT IN WORKING ORDER:

- 1) In the vo-tech shop, one bulb in the emergency light located near the office;
- 2) On the east wall of the vo-tech shop;
- 3) Both lights located in the mezzanine;
- 4) Above the trophy cabinet in room #106;
- 5) In the south gymnasium, the only light not in working order was the one located near the men's locker room;
- 6) In the new commons area, the light located in the women's restroom;.
- 7) In the front entryway;
- 8) In the principal's office;
- 9) In room #207;
- 10) In room #208;
- 11) In the link-way hallway of the junior high school;
- 12) The jr. high boys' restroom;
- 13) Near the track and records trophy case;
- 14) The senior hallway by the fire doors;
- 15) The hall outside of room #404;
- 16) In room #405;
- 17) In the referee's room;
- 18) The southwest corner of the weight room; and
- 19) All three lights in the family consumer science room.

COMBINATION EXIT LIGHTS/EMERGENCY LIGHTS IN THE FOLLOWING LOCATIONS WERE INOPERABLE:

- 1) Near the fire doors in the jr. high hallway;
- 2) In the hall outside of room #400;
- 3) Above the west exit in the old gymnasium;
- 4) In the boys' locker room corridor;
- 5) Both lights in the band room;
- 6) In the hall outside of room #408; and
- 7) In the hall outside of room #306.

RAYMOND CENTRAL JR./SR. HIGH SCHOOL

EXIT LIGHTS IN THE FOLLOWING LOCATIONS WERE NOT IN WORKING ORDER

- 1) Near the east exit of the new commons area; and
- 2) Near the north end of senior hallway;

**SAFETY AND SECURITY PLAN  
RAYMOND CENTRAL SCHOOL DISTRICT**

<u>ASSESSMENT AREA</u>	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
The school has a crisis plan	X		
The school has a crisis team	X		The crisis team held their annual meeting on April 15, 2019.
The administration consulted with outside agencies, e.g. police, fire marshal, emergency management	X		There is representation from the local fire department and the sheriff's office at all meetings. The district's resource officer also attends.
The school has an evacuation plan	X		Planned lockdowns and evacuation drills are practiced each semester.
Crisis drills are practiced routinely	X		All drills were held earlier this school year including a fire drill, a tornado drill, a lockdown, and evacuation procedures.
Blueprints for the school are readily available if needed	X		Copies are available in the superintendent's office. The maintenance director also has copies of the blueprints.
Roles for the crisis team members are clearly defined	X		
A coded system of communication is in place	X		No coded words are used in the district's plan.

**SAFETY AND SECURITY PLAN  
RAYMOND CENTRAL SCHOOL DISTRICT**

<u>ASSESSMENT AREA</u>	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Procedures for dealing with the police are defined	X		The sheriff's office for Lancaster and Saunders County provides police protection for the district.
Procedures for dealing with the media are defined	X		The Waverly News is the official newspaper for the district.
Procedures are in place for securing the building	X		The district can secure all buildings if necessary.
Procedures are in place for dealing with hazardous materials	X		Science materials are stored in locked storage rooms as are custodial supplies.
Procedures are in place for addressing the aftermath of grief and loss counseling, support groups, & memorials	X		Local counselors as well as neighboring counselors are used. Procedures can be found in the student handbook.
The district has a plan to inform parents of inclement weather	X		"BRIGHT ARROW" is the main source used. The district also uses local radio and television stations for this purpose.
The district has a plan to inform parents of a crisis	X		The school district uses the radio and television to inform parents of a crisis. Also, the school district has emergency phone contacts for all students.
Procedures are in place to inform the community of a crisis	X		Radio and television are the sources used for this purpose.

**SAFETY AND SECURITY PLAN  
RAYMOND CENTRAL SCHOOL DISTRICT**

<u>ASSESSMENT AREA</u>	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Procedures are in place for search and seizure	X		
The district has a plan to deal with threats, e.g.; bomb threats or physical threats	X		
The district has a plan to document crisis situations	X		The superintendent is charged with this responsibility.
A resource officer is assigned to the school	X		Jr./Sr. High School only.
The school is monitored by a security alarm system	X		Jr./Sr. High School only.
The district has surveillance cameras in use	X		Cameras have been installed and are operational in all three attendance centers and in three of the route buses.
Procedures are in place to deal with suicide	X		
The school has a dress code or uniforms are required	X		The dress code in place mainly identifies items of clothing that are unacceptable.
The district has a policy to deal with sexual harassment	X		
The district has a policy to deal with bullying	X		
A procedure is in place for students and parents to express their concerns to the administration about safety concerns	X		
Data are maintained by the school on discipline issues, weapons, and violent behavior	X		

**SAFETY AND SECURITY PLAN  
RAYMOND CENTRAL SCHOOL DISTRICT**

<u>ASSESSMENT AREA</u>	<u>YES</u>	<u>NO</u>	<u>COMMENTS</u>
Fire and tornado drills are conducted according to State policy	X		Two tornado drills and ten fire drills are held annually.
Bus evacuation drills are held according to State policy	X		Every student participates in a bus evacuation drill each semester.
The district has adopted a Safe Pupil Transportation Plan	X		A plan has been adopted by the district. A copy of this document has been placed in each of the district's vehicles.
Procedures are in place for day-to-day safety planning	X		
There is controlled entry and access to buildings and rooms	X		
Procedures are in place for staff to monitor student arrival, departure, and passing in halls	X		

GENERAL OBSERVATIONS/COMMENTS FOR YOUR SAFETY AND SECURITY PLAN

- A. You are to be commended on for the safety efforts you provide for your staff and students.
- B. The district has a specific student release and accounting procedure for students which will be used in the event of a tragedy. You are to be commended for having these procedures in place.
- C. It is obvious the custodial/maintenance staff is doing an excellent job. I found all three buildings to be clean and very well organized.
- D. Thanks again for having me. It is a pleasure working with your school district.

VALPARAISO ELEMENTARY SCHOOL

SECTION I – FLOORS, HALLWAYS, AND EXITS

YES

NO

COMMENT

- |   |   |  |  |
|---|---|--|--|
| 1. Floors are in good condition with no slip, trip, and fall hazards.       | X |  | The floors are in excellent condition.   |
| 2. Housekeeping is adequate. Hallways and exits are not blocked by storage. | X |  | Your building is very clean, and your custodial staff is to be commended.                                      |
| 3. Spilled food or water cleaned up promptly. “Wet floor” signs are used.   | X |  | This is especially true for the kitchen area where the floors are mopped after lunch has been served each day. |
| 4. Doormats provided by doorways to collect water, slush, and snow.         | X |  |  |
| 5. Aisles are unobstructed and sufficiently wide for clear passage.         | X |  |  |

SECTION II – CLASSROOMS

YES

NO

COMMENT

- |   |   |  |  |
|---|---|--|--|
| 1. Desks, chairs, and tables are in good repair.  | X |  | I did not see any furniture that posed a safety concern.         |
| 2. Adequate aisle space provided for quick exits. | X |  |  |
| 3. Floors are in good condition and not slippery. | X |  | Your classroom floors all appeared to be in excellent condition. |

VALPARAISO ELEMENTARY SCHOOL

SECTION II – CLASSROOMS (continued)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
4. Storage and shelving is adequate for your needs.	X		Your staff is encouraged to use ladders/stepstools when placing/retrieving boxes that have been placed on top of cabinets.
5. Potential hazards are observable, i.e., extension cords across aisles.	X		I did not detect any unprotected cords. This is an excellent safety practice and your staff is to be commended for their efforts.
6. Window blinds are in good condition.	X		
7. Televisions are fastened to the cart on which they have been placed.	X		
8. Student work areas are not located beneath wall/ceiling mounted televisions.	X		
A. The carpet, although several years old, appeared to be in excellent condition and I saw no surfaces that need to be replaced at this time.			

SECTION III – EXITS AND EMERGENCY LIGHTING

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Emergency lighting and exit lighting is operational.	X		(see comments A – C set below)
2. Exterior exit surfaces are clear for a prompt exit.	X		
3. Exit doors are locked during the day as a security measure.	X		



VALPARAISO ELEMENTARY SCHOOL

SECTION V – LADDER SAFETY (cont.)

YES

NO

COMMENT

3. Wooden ladders have been discarded and step stools are available.

X

Apparently, all wooden ladders have been discarded.

4. Ladders and step stools are available for use by the teaching staff is needed.

X

It appeared there is an ample supply of stepstools/ladders if needed.

SECTION VI – STAIRS AND RAMPS

YES

NO

COMMENT

1. Handrails are in place and are secure.

X

2. Landings are free of hazards.

X

3. Lighting is adequate.

X

Your lighting is excellent.

4. Stair treads are provided and are in good condition.

X

I did not see any stair treads that are worn to the point they need to be replaced.

5. Stairwell fire doors are not blocked.

X

6. Ramps are provided with nonskid surfaces and are in good condition.

X

7. Elevators have current inspection tags.

X

SECTION VII - FIRE SAFETY

YES

NO

COMMENT

1. Fire doors are not tied or blocked.

X

VALPARAISO ELEMENTARY SCHOOL

SECTION VII - FIRE SAFETY (cont.)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
2. Fire extinguishers carry current inspection tags and are properly located throughout the building.	X		All fire extinguishers carried current inspection certificates, but monthly inspections are not taking place. These inspections simply involve checking the gauge, the activation pin, and shaking the extinguisher a few times. The inspector should date and initial the inspection tag on the back of the certificate.
3. Fire drills are performed as required.	X		Ten drills are held annually which is the required number by NDE.
4. Exit routes are clearly posted in each classroom.	X		I did not see any rooms without this information. Your staff is to be commended for their efforts.
5. Use of extension cords minimized.	X		
6. Mechanical rooms and other hazardous storage areas are kept locked.	X		
7. Buildings are sprinkled as a deterrent to fire.	X		The entire building is sprinkled; a commendation to the district.
8. The use of candles or votives is prohibited.	X		I did not see any votives or candles burning; a commendation to your staff.

VALPARAISO ELEMENTARY SCHOOL

SECTION VIII – KITCHENS AND CAFETERIAS

YES      NO      COMMENT

- |   |   |  |
|---|---|--|
| 1. Kitchen floors are constructed of a non-skid surface material and/or non-slip mats are being provided. | X |  |
| 2. Slicers and other equipment are adequately guarded and unplugged when not in use.                      | X |  |
| 3. Loading docks are free of slip, trip, and fall hazards.  | X |  |
| 4. Cafeteria tables, chairs, and stools are sturdy and without rough edges or loose hardware.             | X |  |

A. I checked the walk-in freezer and the walk-in cooler, and neither were overstocked. The same was true for the dry storage area. I found the kitchen and cafeteria to be very clean and nicely organized. Kudos to your food service staff.

SECTION IX – OFFICE SAFETY

YES      NO      COMMENT

- |   |   |  |
|---|---|--|
| 1. Cords for office equipment do not create a tripping hazard.  | X |  |
| 2. Storage in file cabinets is such that lower drawers are the heaviest.                                  | X |  |
| 3. Chairs and desks are arranged so that work is being performed at the appropriate eye and wrist levels. | X |  |

SECTION X – PLAYGROUNDS AND SECURITY

YES      NO      COMMENT

- |   |   |  |
|---|---|--|
| 1. Equipment and surfacing materials are visually checked periodically.       | X | I was told the custodial staff checks the playground equipment monthly to ensure its safety with repairs completed as necessary. |
| 2. Fencing is maintained, and chains and locks are in good working condition. | X |  |

VALPARAISO ELEMENTARY SCHOOL

SECTION X – PLAYGROUNDS AND SECURITY (continued)

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
3. Adequate exterior lighting is provided, including weekends, for all gates, doors, parking lots, and bus garages.	X		
4. Drug Free signs are posted on school property.	X		New signs were installed a few years ago; a commendation to the district.
5. Signs are posted for visitors to report to the primary office or the principal’s office upon entering the building.	X		
6. There are written regulations regarding access and control for school personnel or patrons of the district to use the school building after school hours.	X		
7. Bus loading and drop-off zones are clearly defined.	X		
8. Friends, relatives, or non-custodial parents are required to have written permission to pick up a student from school.	X		
9. Access to bus loading/unloading area is not permitted for other vehicles.	X		
A. It appeared the playground equipment was in excellent condition as were the sidewalks leading to and surrounding the building.			

SECTION XI – MISCELLANEOUS LOCATIONS/ITEMS

	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
1. Boiler rooms are kept reasonably neat and free of storage.	X		
2. Boilers carry current certificates.	X		There is one boiler in this facility and the inspection certificate was current.

VALPARAISO ELEMENTARY SCHOOL

<u>SECTION XI – MISCELLANEOUS LOCATIONS/ITEMS (cont.)</u>	<u>YES</u>	<u>NO</u>	<u>COMMENT</u>
3. Storage areas have no excessive stock pile of combustibles.	X		
4. First aid kits have been purchased and are made available.	X		
5. Lock out/tag out procedures are used to identify broken equipment.	X		
6. Unused areas of the school can be closed off during after-school activities.	X		
7. There is two-way communication between the office and the classrooms.	X		All classrooms are equipped with telephones.
8. Visitors are required to sign in.	X		
9. Proper identification is required for staff.	X		
10. Proper identification is required for visitors.	X		
11. Material Safety Data Sheets are stored in a convenient location if needed in an emergency.	X		
A. Your building was very clean and orderly. It is obvious your custodian is doing an excellent job in this regard.			

## NASB Monthly Update for Board Meetings - Agenda Item: JUNE 2019

### “NASB Update”

Welcome to Summer! As a board, some items to be focused on during June include:

- Submit Legislative Resolutions or Standing Positions to the NASB Legislation Committee for consideration by July 1.
  - To view NASB’s current legislative agenda, visit <http://members.nasbonline.org/index.php/nasb-s-legislative-agenda>
  - Submit your legislative proposals at: <http://www.nasbonline.org/registrations/ProposedResolution.aspx>
- Monitor progress of district goals, link goals to discussion and action items
- Review your Board Self-Assessment, Goal Planning, and your Strategic Plan Progress Report
- Conduct a Board/Administrators Budget Work Session
- Have a Year End Assessment and Curriculum Review
- Review your School Improvement Plan
- Annual Review of your Bullying Prevention Policy; Due July 1 - § 79-2,137

With the 2019 Legislative Session now complete, keep close tabs on NASB’s Advocacy efforts and look for a year end summary of the bills you will need to be aware of as some policies will be changing. While the Session is over, advocacy is year-round. Now come the interim hearings, and work is already being done for 2020. Stay up to speed on the Government Relations section of [www.NASBOnline.org](http://www.NASBOnline.org) ... following NASB on social media for posts, videos and updates, and at the Bills specific page at <https://nasb.envisiams.com/legislative-bills>

We are excited for the June networking opportunities and events taking place in Kearney, which include:

- June 13 | New Board Member Connections | Kearney
- June 13 | NASB Member Golf Outing | Kearney (RSVP to [sendorf@NASBOnline.org](mailto:sendorf@NASBOnline.org))
- June 13-14 | School Law Seminar | Kearney

***You can learn more, and register for the above events at [www.NASBOnline.org](http://www.NASBOnline.org)***

NASB will be hosting NAEP Workshops in Gering & Lincoln on July 16<sup>th</sup>, and in Kearney & Norfolk on July 17<sup>th</sup>.

Area Membership Meetings will be here before we know it, in 9 locations starting mid-August. Mark your calendar now, as some dates are different than in past years.

August 20 | Valentine - August 21 | Fremont - August 22 | La Vista

August 26 | Gering - August 27 | North Platte - August 28 | Kearney

September 4 | York - September 18 | Nebraska City - September 25 | Norfolk



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and on facebook at [www.facebook.com/NASBOnline](http://www.facebook.com/NASBOnline)

To see a quick glimpse at the various items the NASB is involved in, check out pages 10 & 11 each month in the **Board Notes newsletter** for "This Month In ...". To access the latest newsletter, click here:

<http://members.nasbonline.org/index.php/news-resources/board-notes>

Thanks for all you do for your board, your community and the entire state by serving public education in Nebraska.

Grade	Sex	Fall Sport	Winter Sport	Spring Sport	
7	M				
7	F		Basketball		
7	F		Basketball		
7	M			Track	
7	F	Volleyball	Basketball	Track	
7	M	Football	Basketball	Track	
7	F				
7	F	Volleyball	Basketball		
7	F	Volleyball			
7	F			Track	
7	F	Volleyball			
7	M	Football	Basketball		
7	F	Volleyball			
7	M	Football			
7	F	Volleyball		Track	
7	M	Football	Basketball	Track	
7	M				
7	F	Volleyball			
7	M	Football	Wrestling	Basketball	Track
7	F				
7	M	Football	Basketball	Track	
7	M		Wrestling		
7	M	Football	Basketball		
7	F	Volleyball			
7	F	Cross Country	Basketball	Track	
7	F	Volleyball	Basketball		
7	F	Volleyball			
7	F	Volleyball	Basketball		
7	F		Basketball		
7	M				
7	F	Volleyball			
7	F	Volleyball	Basketball		
7	M			Track	
7	M		Wrestling		
7	F	Volleyball		Track	
7	M	Football	Wrestling	Basketball	Track
7	M	Football	Wrestling	Basketball	Track
7	M	Football			
7	M	Basketball	Wrestling	Basketball	Track
7	M	Football			
7	M	Football	Basketball		
7	M	Football	Wrestling	Basketball	Track
7	M	Football			

7	F	Volleyball	Wrestling		Track
7	F		Basketball		Track
7	F				Track
7	M	Cross Country			
7	M	Cross Country	Basketball		Track
7	F				
7	M				
7	M	Football	Basketball		Track
7	M	Football			
7	M	Cross Country			Track
7	F	Volleyball			
7	F				
7	M	Football	Basketball		
7	M				
8	M		Wrestling		
8	F	Volleyball			
8	M		Basketball		
8	F	Volleyball	Basketball		
8	M	Football	Basketball		
8	M	Football	Basketball		Track
8	M	Football			
8	M	Cross Country			
8	M	Football	Basketball		Track
8	F		Basketball		Track
8	F		Basketball		Track
8	M				
8	M		Wrestling		Track
8	F	Volleyball	Basketball		
8	F	Volleyball			
8	F	Volleyball	Basketball		
8	M	Football	Wrestling		
8	F	Volleyball			
8	M	Football	Wrestling	Basketball	Track
8	M	Cross Country			
8	F	Volleyball			Track
8	F	Volleyball			
8	F				
8	F				Track
8	M	Football	Wrestling		
8	M				
8	M				
8	F	Volleyball			
8	F	Volleyball	Basketball		
8	F	Volleyball	Basketball		Track
8	F	Volleyball			Track

8	M				
8	F	Volleyball			
8	M	Football			
8	M	Football	Wrestling		Track
8	F				
8	M	Football	Basketball		
8	M	Football	Basketball		Track
8	F				
8	M	Football			
9	M	Cross Country			Track
9	F				
9	F	Softball			Soccer
9	M	Football	Wrestling		Baseball
9	M	Football	Wrestling		Baseball
9	M	Football			Track
9	F	Cross Country			
9	M				
9	M				track
9	F	Volleyball	Basketball		track
9	F	Volleyball			
9	F	Volleyball	Basketball		Track
9	F	Volleyball	Basketball		Track
9	F	Volleyball	Basketball		track
9	M				
9	M				
9	F				
9	M	Cross Country			
9	F	Volleyball	Basketball		
9	F	Volleyball			
9	M	Football	Wrestling		Track
9	F	Volleyball	Basketball		
9	M				
9	F				track
9	F				
9	M	Football	Basketball		Baseball
9	M		Wrestling		
9	M	Football	Wrestling		
9	M	Cross Country	Wrestling		
9	F				
9	M	Football	Wrestling		Baseball
9	M	Football	Basketball		Track
9	M				
9	F				
9	F	Softball	Basketball		Track
9	F	Softball	Basketball		Track

9	F			
9	F			
9	M	Football		
9	M			
9	M			Track
9	F	Volleyball		
9	F	Cross Country		Track
9	F	Volleyball	Basketball	Track
9	M		Wrestling	Baseball
9	F	Softball		Soccer
9	F	Volleyball	Basketball	Track
9	M			
9	F			
9	F			
9	M	Football	Basketball	Track
9	M		Wrestling	Baseball
9	M	Cross Country	Basketball	Track
9	M			
10	M	Football	Wrestling	Baseball
10	F			
10	F			
10	F			
10	M		Basketball	
10	M			
10	F	Softball		
10	M	Football		
10	M			
10	M		Basketball	Baseball
10	F	Volleyball		
10	M			
10	F			track
10	M	Football		
10	M			
10	M	Cross Country		
10	F			
10	F	Volleyball		Track
10	M			
10	F	Volleyball	Basketball	
10	F			
10	F			
10	M			
10	M			
10	M			
10	M	Cross Country	Wrestling	

10	M			track
10	F			
10	F	Volleyball		
10	F	Volleyball		
10	M			
10	M		Wrestling	Baseball
10	F	Volleyball		Track
10	M			
10	M			
10	M	Football	Wrestling	
10	F	Softball		
10	M	Cross Country		Track
10	M	Football		Track
10	F	Volleyball		Track
10	M	Football	Basketball	Baseball
10	F	Softball	Basketball	Track
10	M	Football		Track
10	M			
10	M			
10	M		Wrestling	
10	M	Cross Country		
10	F			
10	M		Wrestling	
10	M			
10	M			
10	M			
11	M		Basketball	Baseball
11	M	Football	Basketball	Baseball
11	M	Football	Basketball	
11	M		Wrestling	
11	M	Football	Basketball	
11	M	Football		
11	M		Basketball	
11	M			
11	F	Cross Country	Basketball	Track
11	F	Softball		
11	M			
11	M			
11	M	Football	Basketball	
11	F		Basketball	Soccer
11	F	Volleyball		
11	F			
11	F	Softball	Basketball	Track
11	M	Cross Country	Basketball	

11	M			
11	F			
11	F			Track
11	F		Basketball	
11	M	Football	Basketball	Baseball
11	M			
11	M			
11	M			
11	F	Volleyball		
11	M			
11	M			
11	M			Baseball
11	M			
11	F	Softball	Basketball	
11	M		Basketball	Baseball
11	M	Football	Basketball	
11	M	Cross Country	Basketball	Track
11	F	Volleyball		
11	F	Volleyball		
12	F			
12	F			
12	M	Football	Wrestling	Track
12	F			
12	M			
12	M			
12	M			
12	F	Softball		
12	F	Volleyball		
12	M	Football		Track
12	F	Softball		
12	M			
12	M			Track
12	M	Football	Wrestling	
12	F	Volleyball	Basketball	
12	F			
12	F	Softball	Basketball	Track
12	M			Track
12	F	Softball		
12	F			
12	F			
12	F			
12	F			
12	F			
12	F	One Act		

12	M			
12	F	Volleyball		
12	F			
12	F			
12	F			
12	M			
12	M	Football		Baseball
12	M			
12	F	Softball		
12	F	Volleyball		
12	M			
12	M	Cross Country	Basketball	
12	M			
12	F			
12	M	Football	Basketball	
12	F			Track
12	M	Football		Track
12	M			Track
12	F	Softball	Basketball	Track
12	F			
12	F	Volleyball		
12	F			
12	F			
12	M		Wrestling	Soccer
12	M			Track
12	F	Volleyball		
12	F	Softball		
12	M	Football	Wrestling	
12	F	Softball		
12	M		Basketball	
12	F		Basketball	
12	F			
12	M	Cross Country	Basketball	Baseball

Activity	Activity	Activity	Activity	Activity	Activity
Band					
Band	SkillsUSA	Speech			
Choir					
Band					
Band	FFA				
Band					
Choir	Trap				
Band	FFA				
One Act	Band				
One Act	Band	FFA	Spring Play	Speech	
One Act	Choir	Spring Play	Speech		
Band	Trap	FFA			
One Act	Choir	Speech			
Band	Speech				
Band	FFA				
Band	Trap				
Choir					
Band	Spring Play	Speech			
Band	FFA				
Choir					
Choir					
Band					
Band	Trap	FFA			
Band	Trap	FFA			
Choir					
Choir					
One Act	Band	SkillsUSA			
Choir					
Choir	Spring Play				
Choir					
Band	SkillsUSA	FFA			
One Act	Band	Spring Play	Speech		
Band					
Choir					
Band	Speech				
Band					
Choir					
Choir					
Band					
Choir					
Choir	FFA				
Band					
Band	SkillsUSA	Trap	FFA		

One Act	Band	Spring Play	Speech		
One Act	Choir	Spring Play	Speech		
Band					
Band	Trap				
Band	FFA				
Choir					
Band	FFA				
Band					
Band					
One Act	Band	SkillsUSA	FFA	Spring Play	Speech
Band					
Band					
Choir					
Band	FFA				
Choir	Trap				
Band	FFA				
Band					
Choir					
Choir	Trap	FFA			
Band	FFA				
Choir					
Choir					
FFA					
Choir					
Band					
Band	FFA				
Band					
Band	Spring Play				
Choir					
Band	FFA				
Band					
Band					
Band					
Band	Speech				
Band	FFA				
Choir					
Choir					
Band					
Band	Spring Play				
Choir					
Choir					
Band					

Choir	Trap			
Band	Trap			
Band				
Band	Spring Play	Speech		
Spring Play				
Choir				
Band				
Band				
Choir				
One Act	Choir			
One Act	Spanish Club			
FBLA	Spanish Club			
Choir				
Band				
Dance	Spanish Club			
Spanish Club	FBLA			
Spanish Club				
One Act	Speech	Spring Play		
Spanish Club	FBLA			
Spanish Club				
Band				
Band				
FBLA				
Spanish Club	FBLA			
Band	One Act	Spanish Club	Band	Spring Play
Band				
Spanish Club	Dance	Trap		
Spanish Club	Dance	Choir		
Band	SkillsUSA			
Trap				
Spanish Club	Band	FBLA		
One Act	Choir			
Choir				
Spanish Club				
Spanish Club	Band	FBLA		
Spanish Club	FBLA			
Spanish Club	FBLA			

One Act	Spanish Club			
Spanish Club	Dance	FBLA		
Spanish Club	FBLA			
Speech	Choir			
Spanish Club	FBLA			
Spanish Club	FBLA			
Choir	FFA			
Choir				
Spanish Club	FBLA			
Choir	FFA			
Speech	Choir	Spring Play		
Choir				
Spanish Club	FBLA			
One Act	Band	FBLA	Spring Play	
Spanish Club	FBLA			
One Act	Speech	Band	Trap	
Spanish Club	FBLA			
SkillsUSA				
One Act	Spanish Club	Band	Spring Play	
Spanish Club	FBLA			
One Act	Choir	FBLA		
Spanish Club	FBLA			
Spanish Club	SkillsUSA	FBLA	FFA	
Spanish Club	Cheer	SkillsUSA	FBLA	FFA
Choir	FBLA			
Choir	FBLA			
FBLA				
SkillsUSA				

One Act FFA	Speech	Mock Trial	Band	FFA	Spring Play
Spanish Club Spanish Club	Cheer FBLA	FBLA			
FBLA Spanish Club SkillsUSA SkillsUSA Band	FFA FBLA FFA Trap FBLA	FFA			
Band Speech	Speech Spanish Club	One Act FBLA	Spanish Club Spring Play	Dance	Band
FFA Spanish Club One Act	SkillsUSA Speech	FBLA Spanish Club	Band	FBLA	Spring Play
SkillsUSA FBLA SkillsUSA	FFA				
SkillsUSA	FFA				
SkillsUSA Speech	FFA SkillsUSA	FBLA	FFA		
FBLA SkillsUSA SkillsUSA	Trap				
Trap Band One Act Band	Speech	Spanish Club	Spring Play		
Band FFA Band	Speech	Spanish Club	Band	FBLA	Spring Play
Spanish Club	Band				
Spanish Club Trap	FBLA Spanish Club	FFA			

Trap

Band

One Act  
SkillsUSA

Speech  
FBLA

FBLA

FBLA

Band

Choir  
FBLA

Band

FBLA

Speech  
Spanish Club  
SkillsUSA  
Spanish Club  
Spanish Club

Band

FBLA

Trap  
FBLA

FFA  
FFA

One Act  
One Act  
One Act

Spanish Club

FBLA

FFA

Spring Play

Mock Trial

Spanish Club

SkillsUSA

Choir  
Mock Trial  
One Act

FBLA  
Spanish Club  
Speech

FFA  
  
Band

Spring Play

FBLA  
Spanish Club  
FBLA

FFA

Band

Cheer  
Choir

Spanish Club

FBLA

FFA

Spanish Club  
Band  
Dance

FBLA  
One Act

FFA  
Band

One Act  
Choir

Mock Trial  
FBLA

Spanish Club

Band

FFA

Speech  
One Act

Band  
Dance

FBLA  
SkillsUSA

Choir

One Act

Spanish Club

Spring Play

Trap					
Cheer	Band				
FFA					
One Act	Spanish Club	Spring Play			
Choir	Band				
SkillsUSA					
Band	SkillsUSA	FFA			
Spanish Club	FFA				
One Act					
FBLA					
Spanish Club	FBLA				
Trap					
SkillsUSA	FFA				
One Act	Spanish Club	FBLA			
One Act					
Cheer	Spanish Club	FBLA			
Choir					
Spanish Club	Dance	FBLA			
One Act	Speech	Mock Trial	Spanish Club	Dance	Band
One Act	Speech	Mock Trial	Spanish Club	Dance	FBLA
One Act	Spring Play				
Spanish Club	FFA				
FFA					
Spanish Club	Cheer	FFA			
FFA					
Cheer	FBLA				
SkillsUSA					
Spanish Club	FFA				
Choir	One Act	Speech			

Activity







FBLA

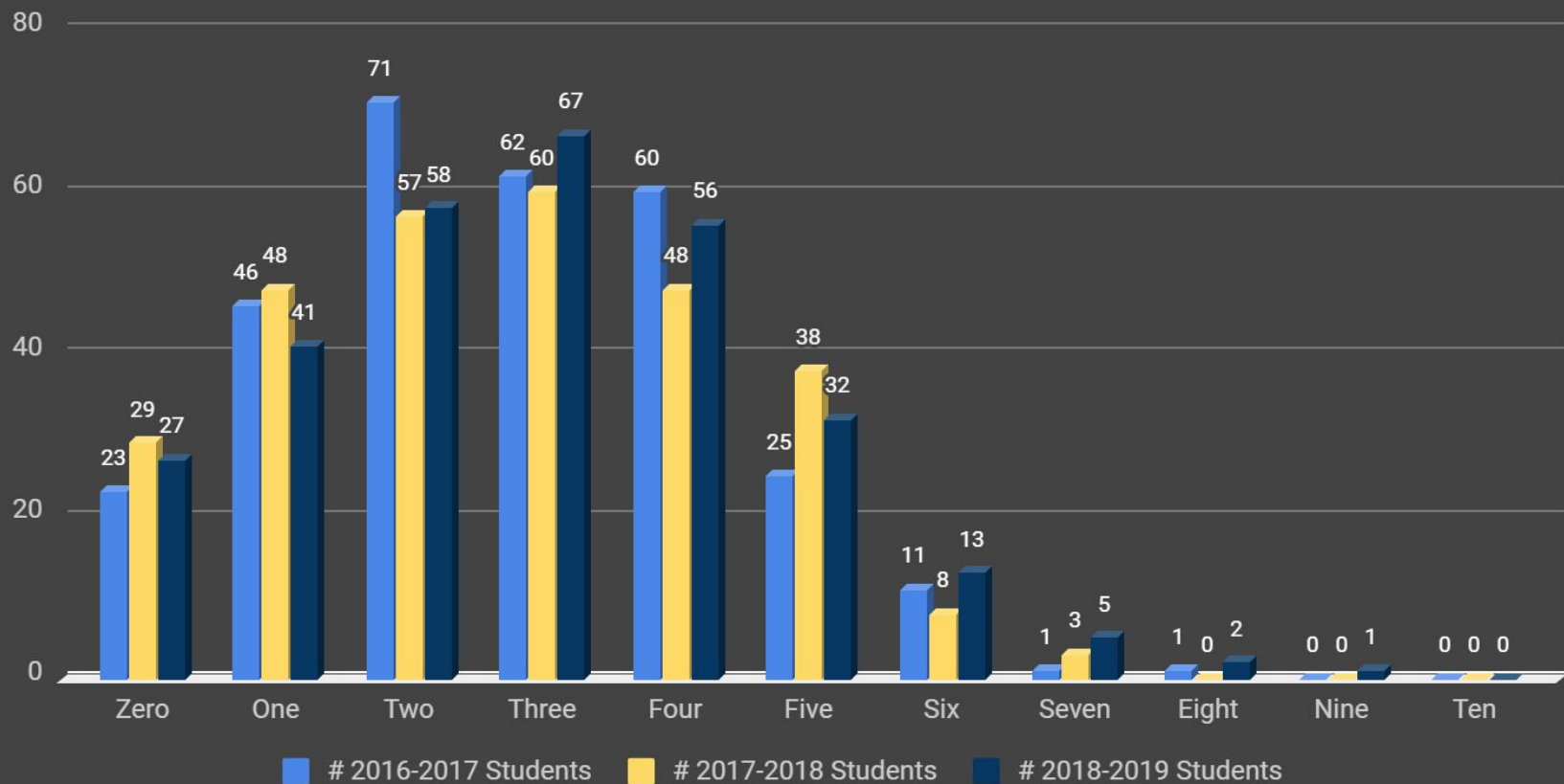


Spring Play

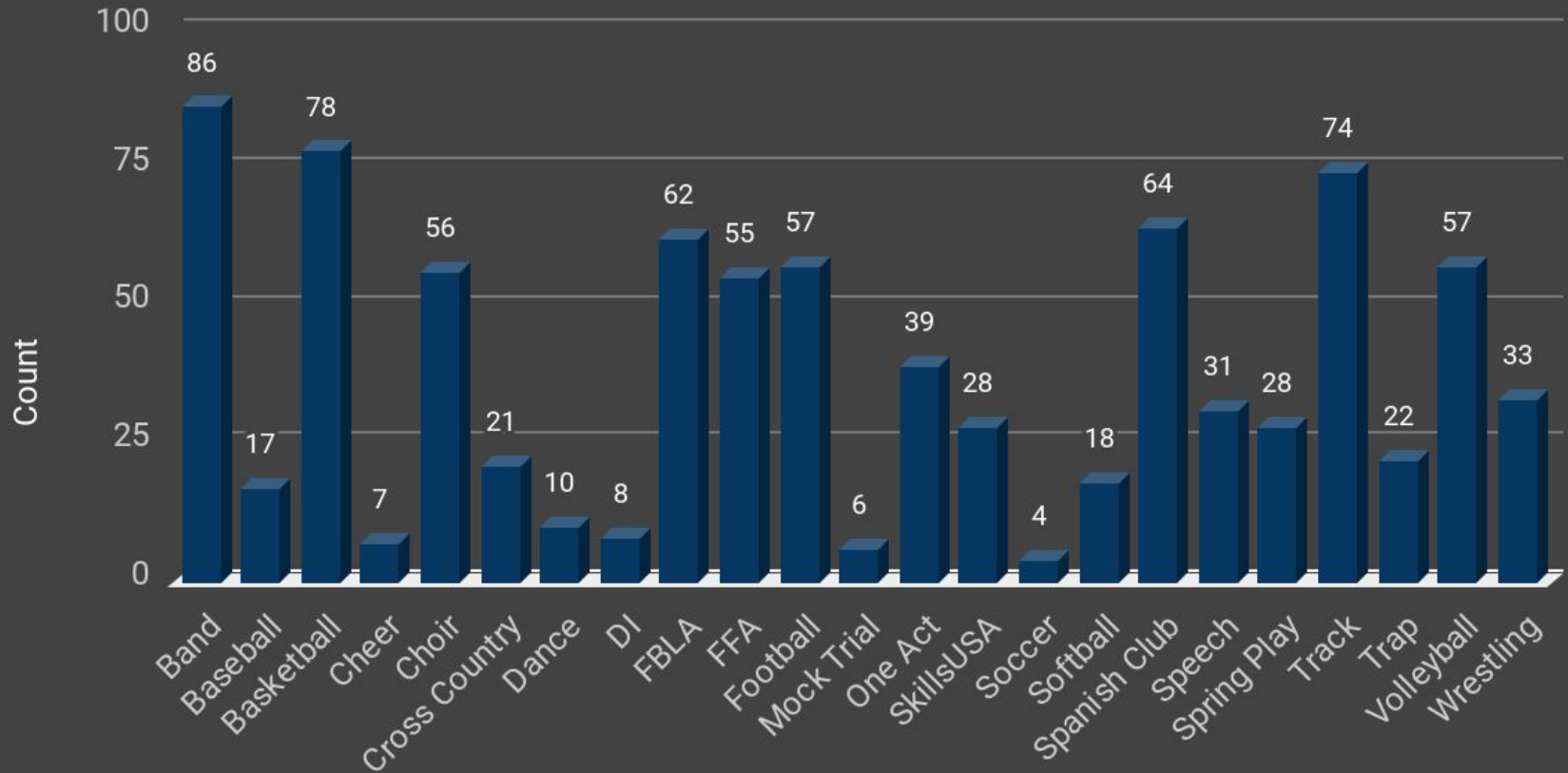


**Student Activity Involvement  
2018 - 2019**

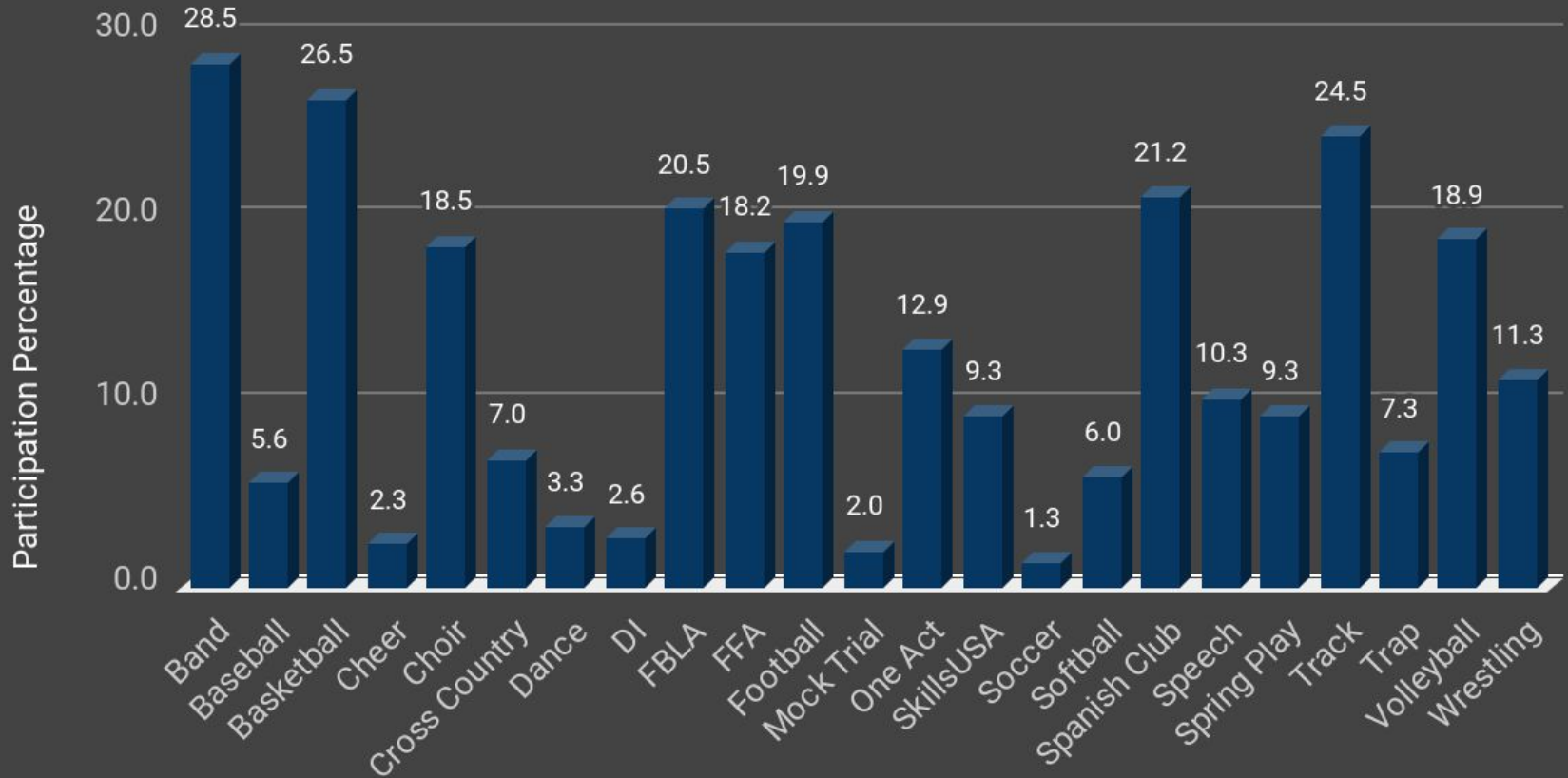
# Raymond Central Students Grades 7 - 12 School Year 2018 - 2019 Participation of Activities



# Raymond Central Students Participation Numbers by Activity

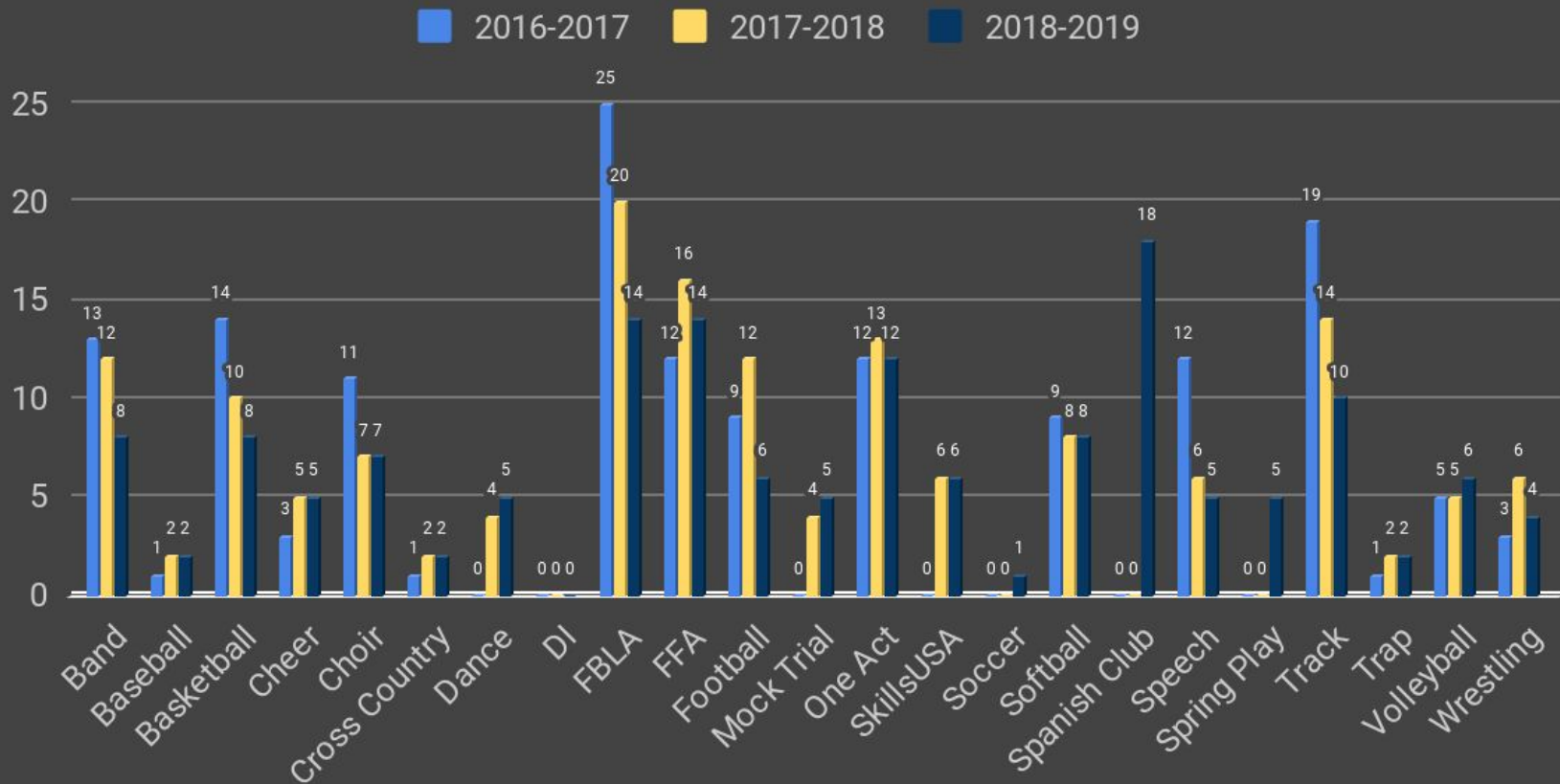


# Raymond Central Students Participation Numbers by Activity



# Number of Participants by Activity

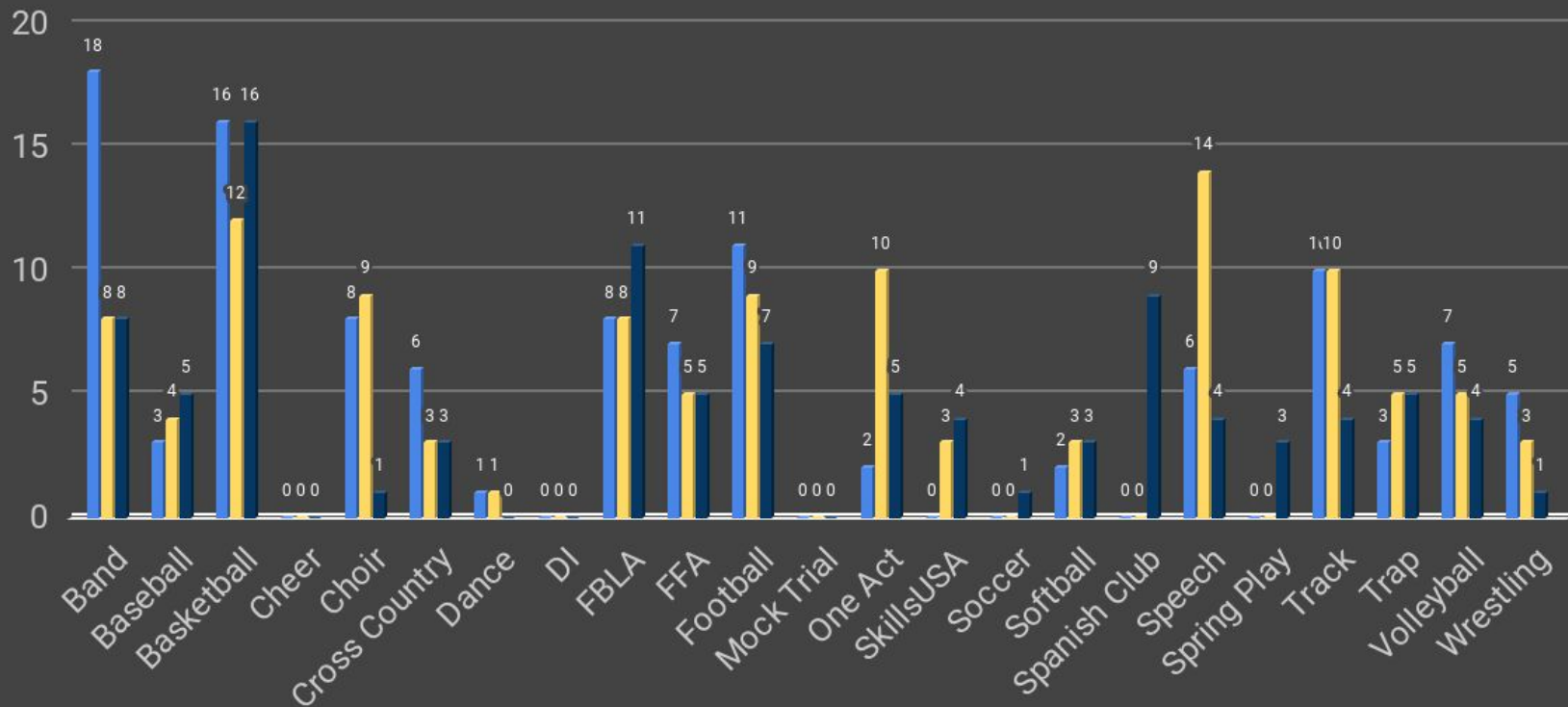
## 12th Grade - Class of 2019



# Number of Participants by Activity

## 11th Grade - Class of 2020

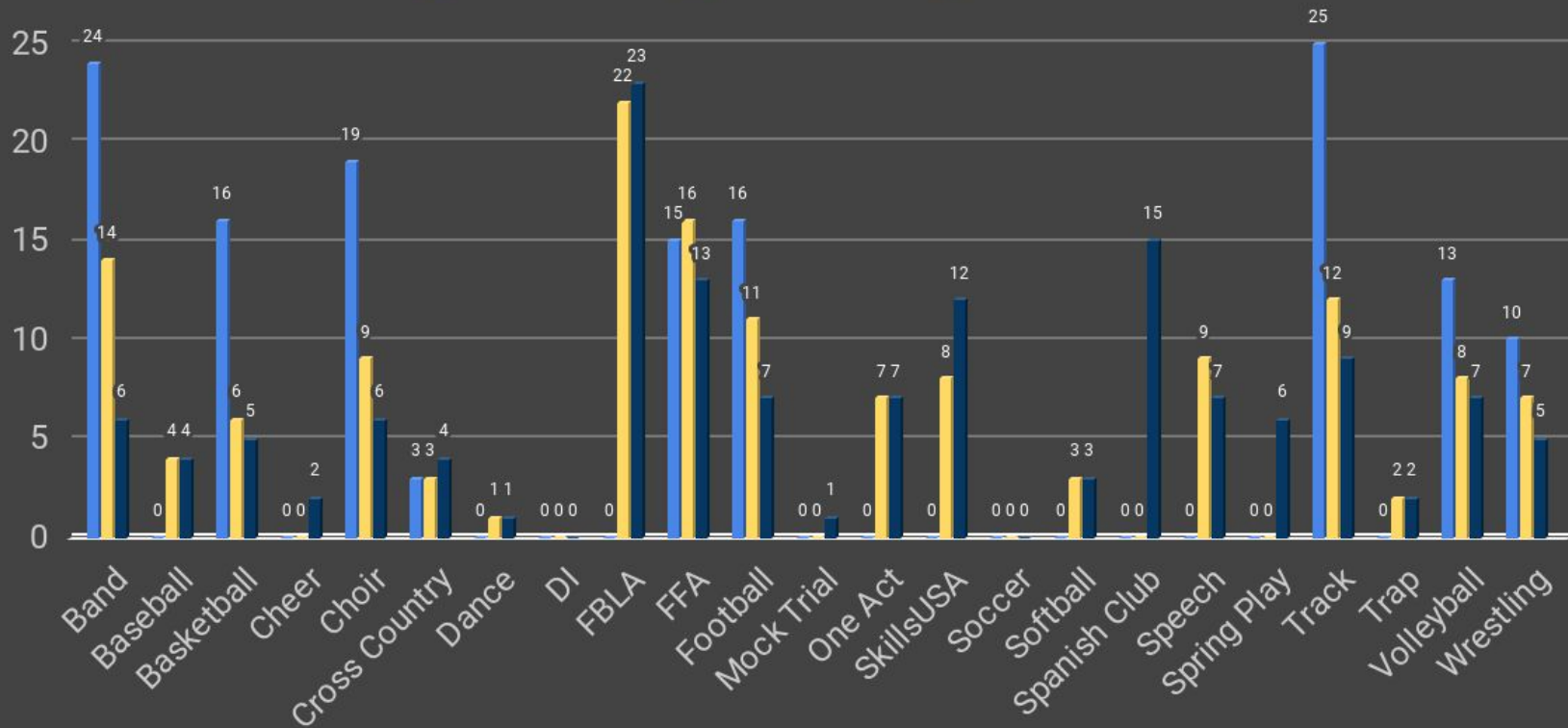
■ 2016-2017
 ■ 2017-2018
 ■ 2018-2019



# Number of Participants by Activity

## 10th Grade - Class of 2021

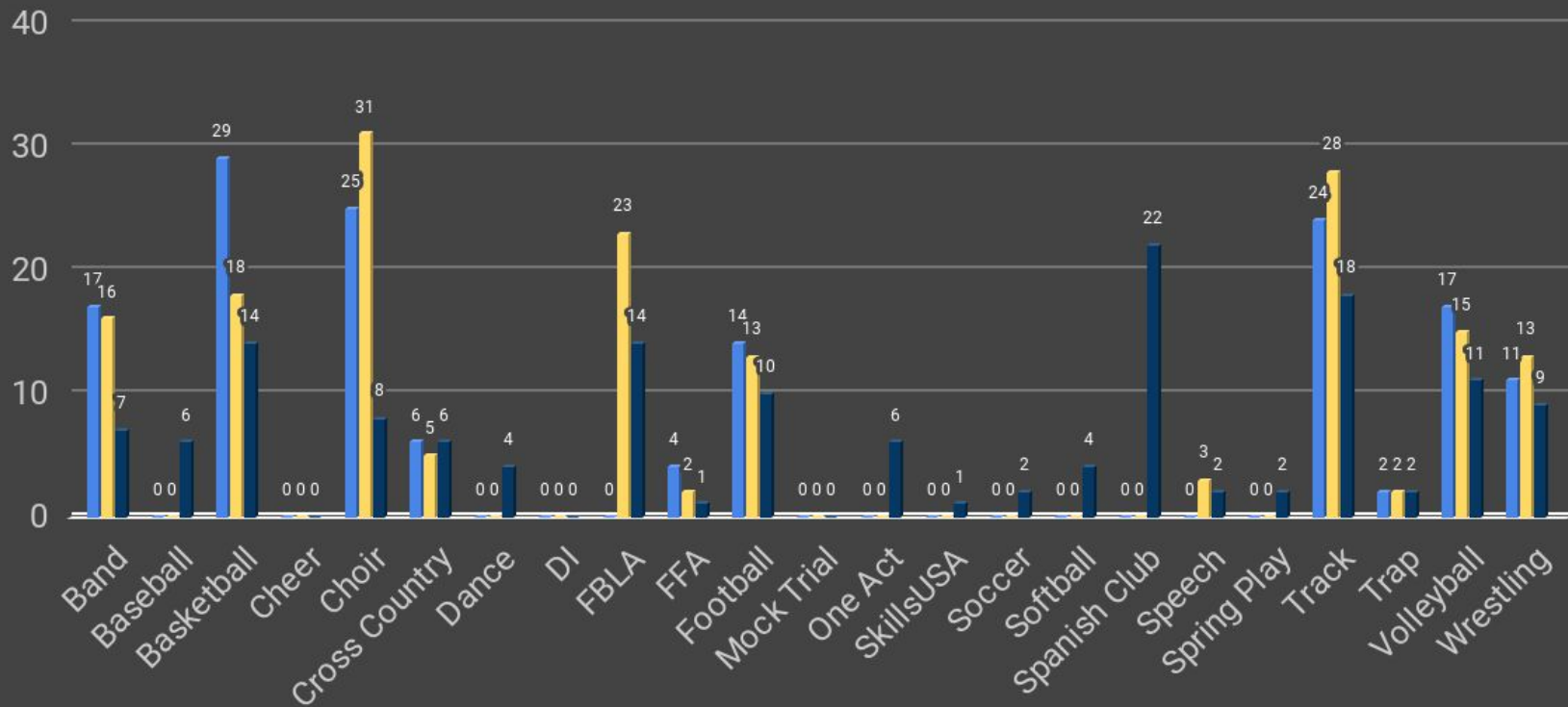
■ 2016-2017
 ■ 2017-2018
 ■ 2018-2019



# Number of Participants by Activity

## 9th Grade - Class of 2022

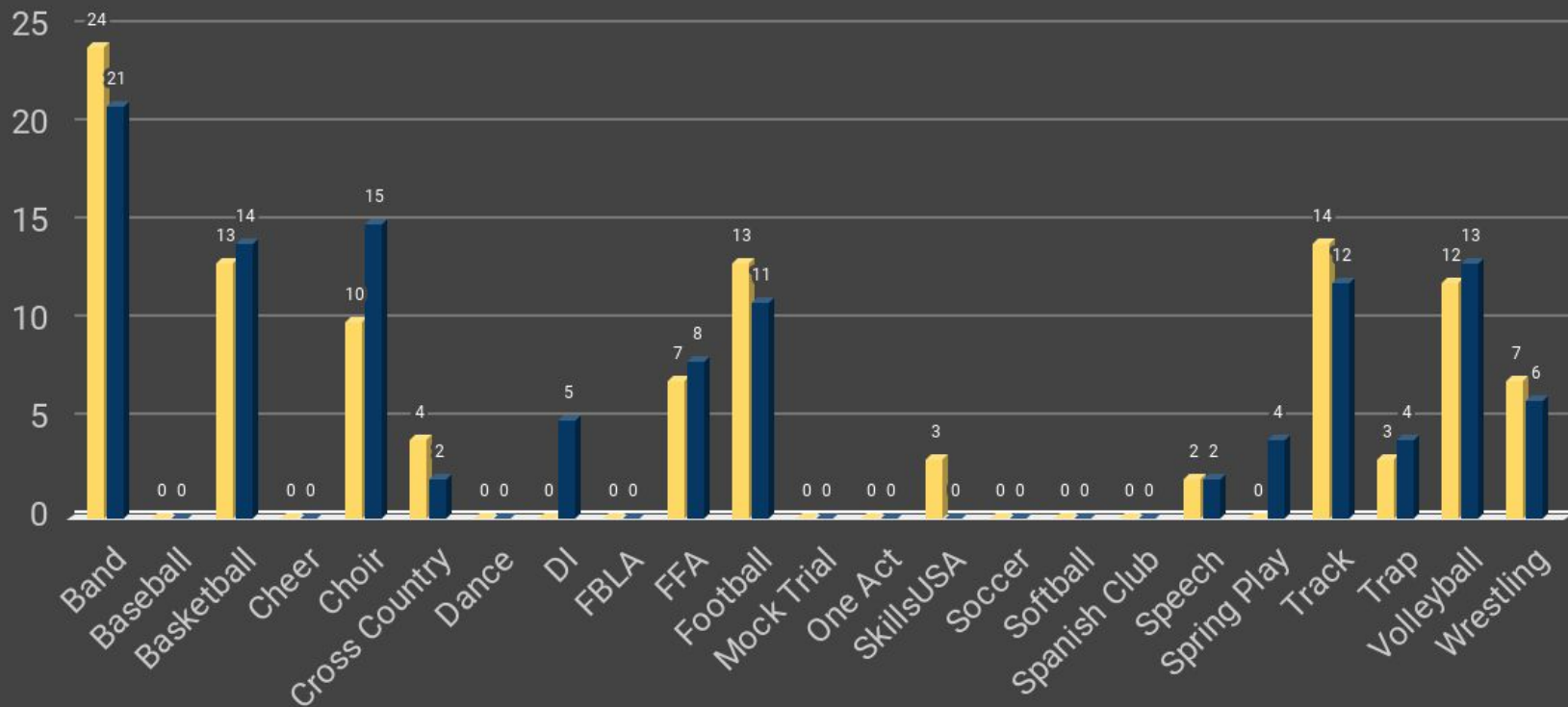
■ 2016-2017
 ■ 2017-2018
 ■ 2018-2019



# Number of Participants by Activity

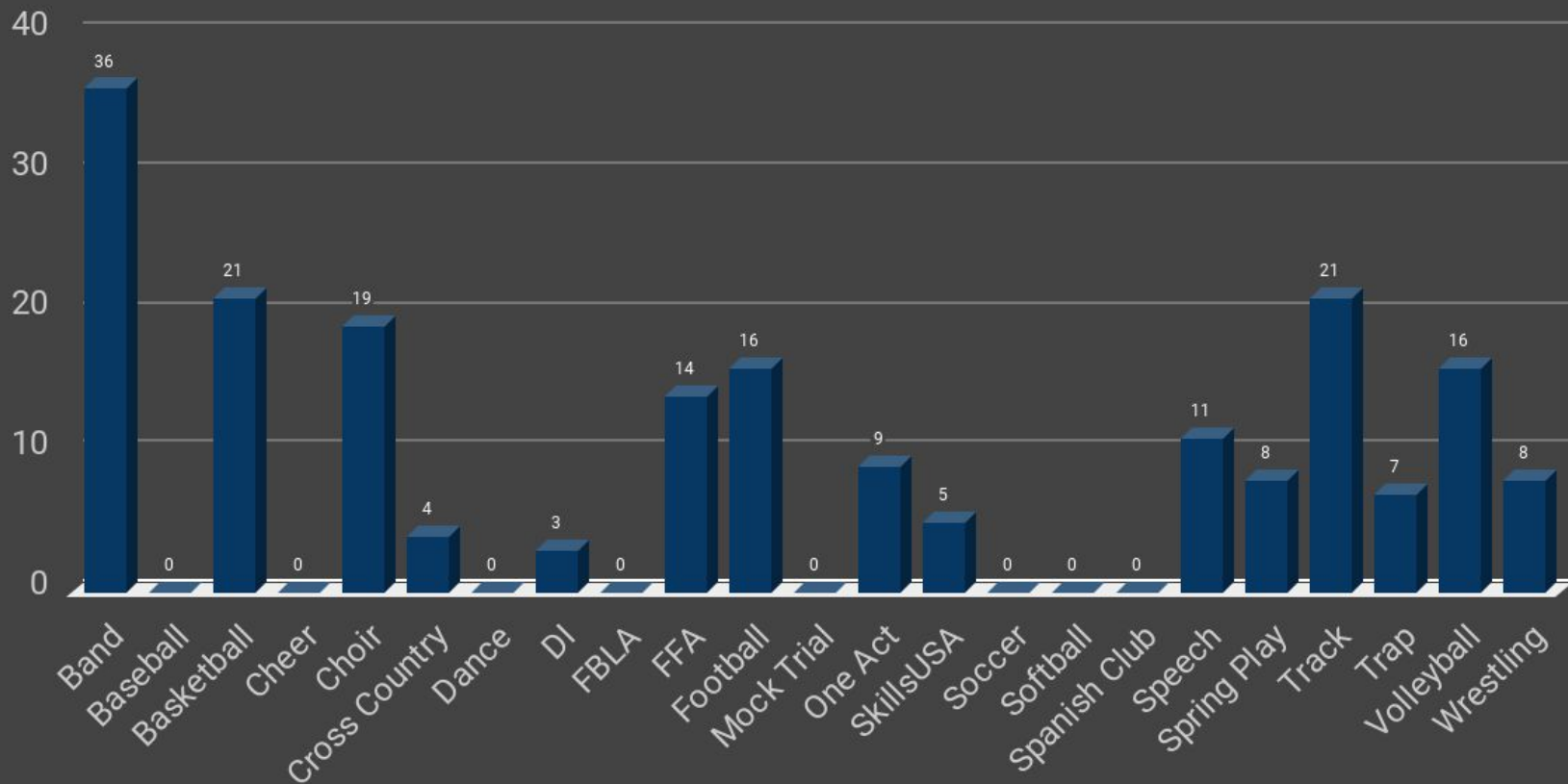
## 8th Grade - Class of 2023

2017-2018 2018-2019



# Number of Participants by Activity

## 7th Grade - Class of 2024



**EDUCATIONAL BROADBAND SERVICE  
LONG-TERM *DE FACTO* LEASE AGREEMENT**

THIS Educational Broadband Service (“**EBS**”) Long-Term *De Facto* Lease Agreement (the “**Agreement**”) is entered into as of \_\_\_\_\_, 2019 (the “**Effective Date**”), by and between Raymond Central Public Schools (the “**Licensee**”), and Xanadoo EBS Spectrum Holdings, LLC, a Delaware limited liability company (“**XanadooXanadoo**”), (each sometimes referred to as “**Party**” and collectively as “**Parties**”).

WHEREAS the Federal Communications Commission (“**FCC**”) has authorized EBS channels D1 and D2 (collectively, together with any associated, guardband or J or K channels that may be granted, the “**Channels**”) under call sign WNC618 (the “**License**”) to Licensee to transmit in the Lincoln, Nebraska area (the “**Market**”) depicted on Exhibit A; and

WHEREAS, Licensee and Xanadoo are parties to that certain EBS Long Term De Facto Lease Agreement dated as of September 27, 2005 pursuant to which Xanadoo leases from Licensee the Excess Capacity on the Channels (the “**Original Lease**”); and

WHEREAS, the Parties desire to replace the Original Lease in its entirety with this Agreement; and

WHEREAS the Parties have agreed to enter into this Agreement for Licensee to lease to Xanadoo the capacity on the Channels which, pursuant to the rules, regulations and policies of the FCC (the “**FCC Rules**”), can be made available for commercial use, in accordance with the terms and conditions below, and subject to FCC approval; and Xanadoo desires to use such capacity, together with other spectrum Xanadoo may lease or be licensed to use in the Market to provide wireless services (all such spectrum and facilities used in any and all Markets in connection with the provision of wireless services being the “**Wireless System**”) and all services being offered over the Wireless System being the “**Wireless Services**”;

THEN, in consideration of the promises and covenants set forth in this Agreement, and for good and valuable consideration, the sufficiency of which is acknowledged by the Parties’ signatures, the Parties agree as follows:

**1. LEASE TERM AND RENEWAL**

(a) **Initial Term and Extension.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, the initial term will begin on the date of issuance by the FCC of a public notice announcing the grant of the FCC Long Term Lease Application (as hereinafter defined) filed by the Parties with respect to this Agreement pursuant to Section 2 of this Agreement (the “**Commencement Date**”), and will end on the date that that is fifteen years from the Commencement Date (the “**Initial Term**”).

(b) **Renewal.** Subject to Subsection 1(c) and/or the earlier termination of this Agreement in accordance with Section 10, upon the end of the Initial Term, this Agreement will renew for successive five year renewal terms (each, a “**Renewal Term**”) for up to three Renewal Terms; provided that the final Renewal Term will conclude thirty (30) years after the Commencement Date, for a maximum Agreement duration of thirty (30) years. The Renewal Terms will occur automatically unless either Party notifies the other Party in writing at least ninety (90) days prior to the end of the Initial Term or any Renewal Term that it declines to renew the Agreement. The terms and conditions of this Agreement apply to each Renewal Term. The Initial Term and all Renewal Terms are collectively referred to herein as the “**Term**”.

(c) **Renewal of License and Extension of Agreement.** If the License expires during the Initial Term and/or any Renewal Term, then this Agreement will also expire at such time unless the License is renewed and FCC authorization for this Agreement is extended. Licensee and Xanadoo will cooperate to timely file a renewal application for the License, in conjunction with a request for an extension of the then-applicable Initial Term or Renewal Term of this Agreement, to the date that is ten (10) years from the beginning of such Initial Term or Renewal Term. This Agreement will continue to apply unless the FCC denies by Final Order any application for renewal of the License or extension of the Term. “**Final Order**” means an order issued by the FCC

that is in full force and effect and as to which (i) no petition, application or appeal is pending and (ii) the time for the filing of any such petition, application or appeal has passed.

## 2. APPLICATIONS, COSTS AND FEES

(a) **FCC Long Term Lease Application.** If not already on file, within five (5) business days of the Effective Date, Licensee shall either (i) file the FCC Form 602 Ownership Disclosure Information for the Wireless Telecommunications Services (the “**Ownership Report**”) with the FCC and deliver to Xanadoo evidence of such filing or (ii) complete the Ownership Report and authorize Xanadoo to file such Ownership Report with the FCC. Provided that the Licensee has either filed the Ownership Report with the FCC or has delivered the completed Ownership Report to Xanadoo and authorized Xanadoo to file such report with the FCC, within ten (10) business days following the execution of this Agreement and prior to consummating the transfer of *de facto* control of the Channels, the Parties agree to cooperate as required to prepare and file with the FCC all forms and related exhibits, certifications and other documents necessary to obtain the FCC’s consent to this Agreement and satisfy the FCC’s requirements for long term *de facto* lease approval as set forth in 47 C.F.R. § 1.9030(e) (“**FCC Long Term Lease Application**”). Each Party covenants and agrees that it will fully cooperate with the other, and do all things reasonably necessary to timely submit, prosecute and defend the FCC Long Term Lease Application, including responding to any petitions for reconsideration or FCC reconsiderations of the grant of the FCC Long Term Lease Application, and will promptly file or provide the other Party with all other information which is required to be provided to the FCC in furtherance of the transactions contemplated by this Agreement. The Parties will disclose in the FCC Long Term Lease Application the automatic extension of the Term upon the renewal of the License. The Parties further covenant and agree to include in any License renewal application, or separately request, as necessary, a request to extend and renew this Agreement for the renewal term of the License, if this Agreement contemplates renewal of this Agreement for or during any part of such License renewal term. In the event a petition for reconsideration is filed against the grant of an FCC Long Term Lease Application, or if the FCC determines to reconsider such grant on its own motion, Xanadoo will determine at its option whether to delay commencement of the Initial Term until resolution of such reconsideration and, in the event of such delay, it will notify Licensee in writing. To the extent Licensee is required to file this Agreement with the FCC, the Licensee shall first notify and consult with Xanadoo, and will to the extent permitted by the FCC redact all information from the Agreement which Xanadoo reasonably designates as confidential including, but not limited to, all payment information.

(b) **Application Preparation.** In addition to the obligations in Section 2(a), Xanadoo will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the proper operation of Xanadoo Capacity and permitted to be submitted by Xanadoo under FCC Rules. Licensee, with assistance from Xanadoo, will prepare and submit all applications, amendments, petitions, requests for waivers, and other documents necessary for the modification, maintenance and renewal of the License or reasonably requested by Xanadoo that may only be filed by Licensee under FCC Rules. The Parties will cooperate in the preparation and submission of all applications, amendments, petitions, requests for waivers, and other documents necessary to secure any FCC approval, consent or other action required to effectuate this Agreement.

(c) **Application Costs.** Xanadoo will, at its own expense, prepare all applications, notices, certificates, exhibits, consent agreements, approvals or authorizations that Xanadoo submits to the FCC or seeks to have Licensee submit to the FCC pursuant to the Agreement. In addition, Xanadoo will pay any FCC filing fees associated with seeking FCC approval of the FCC Long Term Lease Application and will promptly pay or reimburse Licensee for its reasonable out-of-pocket expenses in connection with the activities undertaken by Licensee in response to any request by Xanadoo under this Agreement to the extent that Xanadoo has not offered to undertake the activities on behalf of Licensee; provided, however, that Licensee shall not seek reimbursement for any cost or expense in excess of \$500 unless such cost or expense is approved by Xanadoo, which approval shall not be unreasonably withheld. Licensee will continue to remain responsible for and pay its own costs for renewal of the License and any other filings requested or customarily required of Licensee by the FCC to remain eligible under FCC Rules to hold the License and provide Xanadoo Capacity to Xanadoo.

(d) **Regulatory Fees.** Xanadoo will pay any reasonable federal regulatory fees associated with the License upon receipt of notice from the FCC that such fees are due, or upon receipt of at least thirty (30) days advance written notice from Licensee that such fees are due in the event that notice is sent to Licensee.

(e) **Additional FCC Matters.** Xanadoo and Licensee will cooperate to prepare and file any additional FCC filings to protect, maintain or enhance the Channels including but not limited to filings to increase the capacity on the channels, GSA expansions, License modifications or new applications for unlicensed spectrum. To the extent that Licensee acquires any newly licensed spectrum under a new callsign, Xanadoo shall have a right of first refusal to lease from Licensee such newly licensed spectrum pursuant to the terms of Section 4 below. Xanadoo and Licensee will also cooperate to support FCC experimental licensing procedures pursuant to Code of Federal Regulations Title 47, Part 5—Experimental Radio Service (Other Than Broadcast). Xanadoo may allow experimental licensees, as granted by the FCC, to use the Xanadoo Capacity without prior consent from Licensee pursuant to the terms of this Agreement.

### 3. COMPENSATION

(a) **Annual Fee.** Beginning within ten (10) business days of the Commencement Date and on each anniversary thereafter throughout the Term, Xanadoo will pay Licensee an annual fee in the amount of Six Thousand Two Hundred Dollars (\$6,200) (the “**Annual Fee**”) for use of the Xanadoo Capacity; provided, however, that the amount of the Annual Fee shall increase by an additional Two Thousand Dollars (\$2,000) upon the occurrence of each successive Renewal Term (for example, the Annual Fee during the first Renewal Term will be Eight Thousand Two Hundred Dollars (\$8,200), Ten Thousand Two Hundred Dollars (\$10,200) for the second Renewal Term, etc.). Xanadoo’s obligation to pay the Annual Fee is subject to Licensee delivering to Xanadoo (i) a completed IRS Form W-9 (attached hereto as Exhibit B), (ii) payment instructions in the form attached as Exhibit C or otherwise in a form acceptable to Xanadoo, and (iii) a completed Licensee and Electronic Filing Information Form (attached as Exhibit D).

(b) **Adjustment to Annual Fee.** The Annual Fee will be reduced or increased on a *pro rata* basis during the Term of this Agreement in the event that: (i) the amount of Xanadoo Capacity (as defined in Subsection 5(a) below) decreases from the amount of Xanadoo Capacity available as of the Effective Date; (ii) any portion of Xanadoo Capacity becomes unavailable to Xanadoo in any part of the Geographic Service Area (“**GSA**”) for the Channels as such GSA exists as of the Effective Date; or (iii) the amount of Xanadoo Capacity increases from the amount of Xanadoo Capacity available as of the Effective Date, however, if an increase in Xanadoo Capacity is due to FCC action that expands the original GSA to cover a larger area (“**GSA Expansion**”), Xanadoo will have the option to include or to omit the additional area covered by the expanded GSA in this Agreement. In the event of a GSA Expansion, Xanadoo will notify Licensee within ninety (90) days of the official FCC action that finalizes the GSA Expansion. For the purpose of the foregoing, the pro-ration of the Annual Fee with respect to increases or decreases in Xanadoo’s Capacity will be based on the number of megahertz (“**MHz**”) of capacity made available to Xanadoo as a result of such increase or decrease as compared to the number of MHz of capacity contemplated to be made available to Xanadoo under this Agreement. The pro-ration of the Annual Fee with respect to any change in the size or location of the GSA with respect to any amount of capacity will be based on the number of MHz per population made available to Xanadoo as a result of such change as compared to the MHz per population contemplated to be made available under this Agreement. In making either calculation, however, the J and K channel associated with the Broadband Radio Service (“**BRS**”) Channels following FCC mandated re-banding (the “**Re-banding**”) will not be considered to be unavailable to Xanadoo as a result of any determination by Xanadoo that such J and K channel capacity is not, at any given time, configurable or usable in a manner that is commercially useful to Xanadoo.

(c) **Signing Fee.** Within ten (10) business days of the Commencement Date, Xanadoo will pay to Licensee the amount of Fifteen Thousand Dollars (\$15,000) (the “**Signing Fee**”).

### 4. EXCLUSIVITY AND RIGHT OF FIRST REFUSAL

**(a) Exclusivity.** During the Term, Licensee will not negotiate or contract with any third party to lease, sell, assign, transfer or use any of the capacity of the Channels or any option therefor. The foregoing notwithstanding, during the last six (6) months of the final Renewal Term, Licensee may negotiate and contract with any third party with respect to any period following the end of this Agreement, so long as Licensee complies with the ROFR set forth in Subsection 4(b).

**(b) Right of First Refusal (“ROFR”).** During the Term and for the twenty-four (24) months following the expiration or termination of this Agreement (unless this Agreement is terminated solely as a result of Xanadoo’s default) Xanadoo or Xanadoo’s designee will have a ROFR with respect to any and all *bona fide* offers, of any kind, received by Licensee to acquire the License (if FCC Rules allow it and the Licensee desires to sell), lease or otherwise use any of the capacity on the Channels (or any part thereof) in any other manner, or to acquire an option to acquire, lease or otherwise use any of the capacity on the Channels (or any part thereof) from a third party which offer Licensee otherwise intends to accept. Licensee will notify Xanadoo in writing of any such *bona fide* offer, including the terms of the offer, within thirty (30) days following Licensee’s determination to accept the offer. Xanadoo will notify Licensee within thirty (30) days following receipt of such notification if it is exercising its ROFR. In the event that Xanadoo fails to exercise its ROFR, Licensee will have sixty (60) days from the expiration of Xanadoo’s thirty (30) day response period to enter into an agreement with the offeror on the same terms and conditions as were offered to Xanadoo. If, within the sixty (60) day period, Licensee does not enter into a binding agreement with the offeror on the same terms and conditions as were offered to Xanadoo, then Xanadoo’s ROFR will remain in effect pursuant to the terms stated in this Subsection. If, within the sixty (60) day period, Licensee enters into a binding agreement with the offeror on the same terms and conditions as were offered to Xanadoo, then Xanadoo’s ROFR will terminate; provided, however, that should Licensee’s agreement with the offeror be terminated within twenty-four (24) months after the expiration or termination of this Agreement, Xanadoo’s ROFR will be reinstated for the remainder of the twenty-four (24) month period or for a period of one hundred eighty (180) days, whichever is longer. The terms of any agreement between Xanadoo (or its designee) and Licensee resulting from the exercise of Xanadoo’s ROFR will be ratified in a separate agreement. All materials exchanged under this ROFR are subject to the non-disclosure provisions of Section 13 of this Agreement.

**(c) Form of Consideration and Determination of Value.** Subject to, and without limiting Xanadoo’s rights described in Subsection 4(b), if the whole or any part of the consideration of the third party offer is in a form other than cash, then Xanadoo may meet such non-cash consideration using cash, comparable non-cash consideration, or both in its acceptance notice. If Licensee does not accept Xanadoo’s offer of a cash substitute for the non-cash consideration, then Licensee must notify Xanadoo in writing of Licensee’s estimate of a fair cash substitute within fifteen (15) days after Licensee’s receipt of Xanadoo’s acceptance notice. Licensee’s failure to notify Xanadoo of its estimate of a fair cash substitute within the prescribed fifteen (15) day period shall be deemed an acceptance of Xanadoo’s cash-substitute offer. If Licensee rejects Xanadoo’s cash-substitute offer, then Xanadoo will have ten (10) days from receipt of Licensee’s rejection to notify Licensee of its election to (i) adopt Licensee’s stated cash value, or (ii) submit the valuation issue for determination by binding arbitration. In any case where the right to arbitrate is invoked, Xanadoo’s ROFR will remain open until thirty (30) days after Xanadoo is notified of the arbitrators’ decision, during which time Xanadoo may revise its acceptance notice to adopt the arbitrators’ findings or waive its ROFR with respect to the third party offer, provided that Licensee and third party execute a contract to implement the third-party offer within ninety (90) days of the end of Xanadoo’s thirty (30) day time period to consider the arbitration decision. Licensee’s failure to accept the third-party offer restores this ROFR.

**(d) Right to Participate.** Except in the event this Agreement terminates as a result of Xanadoo’s default, if Licensee decides to consider, issue or solicit bids, proposals or offers for the sale (if permitted by the FCC), assignment, transfer or use of any part or the whole of the Channels at any time before eighteen (18) months after the end of this Agreement, then Licensee will provide Xanadoo with an opportunity no less favorable in timing or substance than the opportunity provided to any other entity: (i) to receive and/or submit bids, proposals and offers for the Channels; (ii) to receive information with respect to such bids, proposals, offers and counters thereto; (iii) to discuss any of the same with Licensee; (iv) to counter any such bids, proposals or offers; and (v) to be provided with copies (to the extent allowed by law) of all open bids, proposals, offers, counter-bids and counter-offers promptly after they are received by Licensee. This right to participate does not limit in any manner, and is in addition to, the ROFR set forth in Subsection 4(b).

## 5. CAPACITY REQUIREMENTS AND USES

(a) **Xanadoo Capacity.** Upon consent by the FCC to the FCC Long Term Lease Application described in Section 2(a), Xanadoo will have the exclusive right to use all of the capacity under the Channels other than Licensee's Reserved Capacity ("**Xanadoo Capacity**").

(b) **Licensee's Reserved Capacity.** The term "**Licensee's Reserved Capacity**" shall mean the capacity on the Channels that is required to be set aside for Licensee's use pursuant to FCC Rules, as the same may change from time to time. Consistent with FCC Rules, and as designated by Xanadoo from time to time, Licensee's Reserved Capacity may be shifted or loaded on any Channel and/or other EBS or BRS channels that Xanadoo controls in the Market, or portion thereof. If, in accordance with the foregoing sentence, Xanadoo elects to shift or load Licensee's Reserved Capacity on any channels other than the Channels, then Xanadoo shall ensure the authorized GSA(s) of the channel(s) to which the Licensee's Reserved Capacity is shifted or loaded substantially overlaps the GSA for the Channels. To the extent that Licensee's Reserved Capacity is determined as a percentage or portion of the digital capacity on the Channels, such capacity will be determined by Xanadoo in accordance with the processes generally used by it to determine capacity use.

(c) **Use of Capacity.** Xanadoo may use Xanadoo Capacity in any manner and for any purpose that is lawful, in analog, digital or any other format, including those that may be authorized in the future by the FCC. Xanadoo will use the Xanadoo Capacity in compliance with FCC Rules and all other laws and regulations applicable to Xanadoo's use of the Xanadoo Capacity. Licensee will use the Licensee's Reserved Capacity for any purpose that furthers its educational mission, including but not limited to the satisfaction of its minimum educational use requirements for EBS channels pursuant to FCC Rules

(d) **Section 27.1214(e) Amendments.** Pursuant to Section 27.1214(e) of the FCC's rules, on the date that is fifteen (15) years after the Effective Date and every five (5) years thereafter, Licensee will have a period of sixty (60) days to request a review of its minimum educational use requirements, at which time the Parties will negotiate in good faith an amendment to this Agreement that accommodates any *bona fide* changes in educational needs, technology and other relevant factors affecting Licensee's Reserved Capacity requirements. Notwithstanding the foregoing, the following will apply to any such amendment: (i) with respect to Licensee and any Permitted End Users (defined below) for whom Xanadoo has provided Products and Services (as defined in Subsection 7(a) below), Xanadoo will make available any equipment, services or software upgrades that Xanadoo makes generally available to Xanadoo's retail customers subscribing to the same tier of service in the Market over BRS or EBS facilities; (ii) to the extent such amendment materially increases Xanadoo's monthly costs either to operate its leased capacity or to meet Licensee's changed educational use requirements, the amendment may provide that such costs will be offset by a reduction in Xanadoo's Annual Fee for the remainder of the Term, a refund in an amount to be agreed upon by both Parties, or both; (iii) Xanadoo may accommodate changes in Licensee's Reserved Capacity through any reasonable means available so as to avoid disruption to the advanced wireless services provided by Xanadoo; and (iv) Xanadoo will not be required to accommodate changes in Licensee's Reserved Capacity in a manner that has a negative economic impact on Xanadoo or Xanadoo's commercial operations under the Agreement.

(e) **Channel Swapping; Costs.** With the consent of Licensee, which consent will not be unreasonably withheld, conditioned, or delayed, Xanadoo may require Licensee to enter into agreements to swap some or all of its Channels for other channels in the Market (the "**Swapped Channels**"), and in connection therewith file any necessary FCC applications to accomplish the swap, so long as there is no material difference in the operational capability or value of the Swapped Channels as compared to Licensee's previous Channels taking into account such factors as the GSA and the population therein. It is understood and agreed, however, that Licensee will not be required to consent to any swap under which the Swapped Channels provide fewer MHz of spectrum collectively, or less contiguous spectrum is licensed to Licensee, as compared with Licensee's previous Channels. Xanadoo agrees to bear all costs and expenses associated with the implementation of channel swapping, including the reasonable out of pocket costs of Licensee's engineering consultants and attorneys.

## 6. EQUIPMENT

(a) **Operation and Maintenance of Licensee Equipment.** Licensee represents, warrants and covenants that as of the Commencement Date, no equipment owned or controlled by Licensee will be operated on the Xanadoo Capacity or on Licensee Capacity other than such equipment that is provided pursuant to Section 7 of this Agreement.

**(b) Operation and Maintenance of Xanadoo Equipment.** Xanadoo will, at its expense, operate and maintain the transmission equipment used for the Xanadoo Capacity (“Xanadoo Equipment”). Xanadoo will construct, operate and maintain facilities for the Channels that provide transmission capability sufficient to satisfy minimum build-out or performance requirements applicable to EBS Channels under standards prevailing at any given time under FCC Rules.

**(c) Dedicated Equipment Purchase Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option, upon giving notice to Xanadoo within thirty (30) days of such termination, to purchase or to lease at Xanadoo’s option that portion of the transmission equipment (not including any tower rights) then in operation that is dedicated solely to transmission of Licensee’s Reserved Capacity on the Channels (the “**Dedicated Equipment**”), or comparable equipment. The price for such equipment will be equal to the fair market value of the Dedicated Equipment at the time of Licensee’s notice or, if comparable equipment is provided, Xanadoo’s cost in obtaining such equipment.

**(d) Shared Equipment Purchase or Lease Option.** In the event this Agreement is terminated for any reason other than a default by Licensee or the natural expiration of the Agreement, Licensee will have the option upon giving notice to Xanadoo within thirty (30) days of such termination to purchase or lease at Xanadoo’s option any equipment owned by Xanadoo and used in connection with the transmission of Licensee’s Reserved Capacity on the Channels that is not Dedicated Equipment, or comparable equipment (not including any tower rights) (the “**Shared Equipment**”), at a price equal to the Shared Equipment’s fair market value for such purchase or lease as applicable.

## 7. **ADVANCED WIRELESS SERVICES FOR PERMITTED END USERS.**

Xanadoo will provide or arrange for Licensee to receive a monthly Service Credit (as defined below) to provide valuable educational services to support Licensee’s mission and to help the Licensee meet educational usage obligations imposed by the FCC.

**(a) Products and Wireless Services.** The products available to Permitted End Users (as defined below) shall provide connectivity to and operate on the Wireless System operated by Sprint (or any successor wireless carrier) (“**Wireless Services**”) and will include those products found at [www.sprint.com](http://www.sprint.com) (or successor site) excluding all devices that are not capable of utilizing the 2.5 GHz band (“**Products**”) as such Products and Wireless Services may change from time to time. Beginning on the first day of the first full calendar month following the date Licensee has established a Spectrum Account (as defined below) through the appropriate channels and has agreed to the generally applicable terms and conditions found at <http://www.sprint.com/ratesandconditions> (“**Terms and Conditions**”), as such generally applicable Terms and Conditions may change from time to time, Licensee will receive a monthly Service Credit, as defined below. A “**Spectrum Account**” is a Sprint customer account available only to EBS spectrum lessors, and accessed and managed by Licensee through the Enhanced Account Management tool (“**EAM**”), or such other online tool designated by Sprint, that provides access to commercially available business rate plans for Products and Wireless Services and may also include rate plans for Products and Wireless Services not commercially available to other Sprint customers (“**Rate Plan**”). The Rate Plan for any Products and/or Wireless Services provided to Licensee will not be at a level that will cause the rates under any agreement with the U.S. General Services Administration, or any similar agreement with any governmental or other entity, to be altered. Licensee will comply with all laws and obtain any necessary governmental permits or approvals, and third party approvals, which are necessary in order for Licensee to accept the Products and Services for its Permitted End Users.

**(b) Service Credit.** The monthly service credit (“**Service Credit**”) during the Term will be Four Hundred Dollars (\$400.00). The Service Credit will be credited to Licensee’s Spectrum Account each remaining calendar month during the Term. If the Term of this Agreement ends on a date other than the last day of a calendar month, the Service Credit for the final month will be adjusted on a *pro rata* basis to reflect the number of days in the month for which the Service Credit is actually available. The Service Credit will be applied to any charges and fees incurred in connection with Licensee’s Spectrum Account, except as noted in paragraph (c) of this section, on a monthly basis. If during any month Licensee incurs charges and fees on its Spectrum Account in an amount less than the Service Credit that is thereafter credited for such month, then the amount of the unused Service Credit may not be transferred, credited to a subsequent month or redeemed for cash. In any month during the Term, if Licensee

incurs charges or fees on its Spectrum Account that exceed the allocated Service Credit for that month, then Licensee will be responsible for paying the balance in accordance with the Terms and Conditions. If at any time during this Agreement, the FCC changes its rules to increase the minimum educational use requirement, and Licensee is using its service credits to satisfy this requirement, the parties will coordinate to ensure that Licensee is making efficient use of its service credits toward the satisfaction of its usage obligations and if necessary, by amendment hereto, Xanadoo shall cause an increase of the monthly service credit to such level as would allow the Licensee to procure sufficient Products and Services to meet its minimum educational use requirements for the Channels.

(c) **Service Credit Use:** The Service Credit may be used to purchase Products and Wireless Services in such type and amount as Licensee shall determine, at the then commercially available rates, or, if available, a rate made available to Licensee through the Spectrum Account; provided, however, that Licensee's selection at any given time must include sufficient Products that include Wireless Services operating on the 2.5 GHz band so as to enable Licensee to satisfy the FCC minimum educational use requirements for the Channels. The Service Credit may be used to acquire certain accessories; however, such accessories are limited to basic device cases, screen protectors and keyboards for tablet devices ("**Permitted Accessory**"). All other accessories not specified as a Permitted Accessory are prohibited for purchase using the Service Credit, including but not limited to deluxe device protection accessories, deluxe device protection accessories that provide extra battery life, cameras, or any other accessories that provide enhanced features as determined solely by Sprint. Licensee will be solely responsible for all costs associated with the loss and/or damages to Products and may not use the Service Credits to pay for the replacement and/or repair of any affected Products.

(d) **Permitted End Users.** "**Permitted End Users**" means Licensee itself and any educational institution or not-for-profit organization or site with whom Licensee is working in furtherance of its educational goals.

(e) **Equipment and Software.** For Licensee and any Permitted End Users that use the Products and Wireless Services, all Product and/or software upgrades will be made available under the same terms and conditions that are available to retail customers subscribing to the same Rate Plan for the Products and Wireless Services in the Market.

(f) **Prohibitions.** The Service Credit is for the sole benefit of Licensee and its Permitted End Users. Licensee and its Permitted End Users may not resell the Products and Wireless Services or allow a third party to resell the Products and Wireless Services. Any violation of this Section 7(f) will be considered a material breach of the Agreement.

## 8. INTERFERENCE CONSENTS

Licensee will enter into interference consents with third parties relating to the Channels ("**Interference Consents**"), as Xanadoo reasonably requests and without any additional compensation, provided that such Interference Consents do not result in a reasonably foreseeable material degradation in the value of the Channels; and provided further that Interference Consents that involve fair and reciprocal rights and limitations for and on the operation of Licensee's facilities and the facilities of the other party in connection with system coordination inside GSAs and at GSA boundaries will not be deemed to cause material degradation in value. Xanadoo will negotiate and draft the Interference Consents and make any consideration payments due to third parties under the Interference Consents. Licensee will not enter into or issue any Interference Consents without Xanadoo's prior written consent.

## 9. TRANSFERS OR ASSIGNMENTS

Subject to Subsections 15(f)-(g), neither Xanadoo nor Licensee may assign or transfer its rights and/or obligations under this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed; provided that Xanadoo may, without the prior consent of Licensee: (i) assign any of its rights under this Agreement as collateral; or (ii) sell, assign, sublease, delegate or transfer this Agreement or any of its rights or obligations hereunder to (X) any affiliate of Xanadoo, (Y) any entity that acquires Xanadoo or its affiliates, or (Z) to any entity with the capability to perform the obligations of Xanadoo hereunder.

## **10. TERMINATION OF AGREEMENT**

(a) This Agreement will automatically terminate with respect to any License or affected Channel(s) upon the earlier of: (i) an FCC Final Order denying any application for approval of this Agreement including any extensions of the Term thereof; (ii) the loss or expiration without renewal of the License; (iii) an FCC Final Order revoking, terminating or canceling the License; or (iv) Xanadoo's acquisition of the License or some of the Channels pursuant to an agreement between Xanadoo and Licensee.

(b) This Agreement may be terminated by either Party upon material breach of the other Party, provided that the breaching Party shall be provided with written notice by the non-breaching Party of the alleged grounds for the breach and allowed a thirty (30) day period for cure following such notice; provided, however, that in the event of a breach other than a failure to make payments due under this Agreement, if the breaching Party proceeds with reasonable diligence during such thirty (30) day period and is unable, because of circumstances beyond its control or because of the nature of the breach, to cure the breach within such applicable time period, the time for cure shall be extended, but in no event beyond one hundred eighty (180) days after receipt of written notice from the non-breaching Party. Notwithstanding the foregoing, in the event that an FCC order that is effective and not stayed requires termination of this Agreement, this Agreement may be terminated by either Party within the time frame for notice and termination required by the FCC.

(c) Licensee may terminate this Agreement pursuant to Subsection 15(b).

(d) Either Party may terminate this Agreement if an FCC Final Order approving the FCC Long Term Lease Application has not occurred within twelve (12) months following the Effective Date.

(e) The Parties will notify the FCC of the termination of this Agreement with respect to any License or any of the Channels within ten (10) calendar days following the termination.

(f) Except as expressly set forth in this Agreement, upon the expiration or termination of this Agreement, each Party will pay its own fees and expenses related to this Agreement and the transactions contemplated herein, and the Parties will have no further liability to each other except by reason of any breach of this Agreement occurring prior to the date of expiration or termination. Any termination or expiration of this Agreement, regardless of cause, will not release either Licensee or Xanadoo from any liability arising from any breach or violation by that Party of the terms of this Agreement prior to the expiration or termination. The general and procedural provisions of this Agreement, which may be relevant to enforcing the obligations or duties of the Parties, as well as any other provisions that by their terms obligate either Party following expiration or termination, will survive the expiration or termination of this Agreement until the obligations or duties are performed or discharged in full.

## **11. REVENUES AND EXPENSES**

Each Party will pay its own expenses incident to any amendments or modifications to the Agreement, including, but not limited to, all fees and expenses of their respective legal counsel and any engineering and accounting expenses. Xanadoo is entitled to one hundred percent (100%) of the revenue generated from the use of the Xanadoo Capacity.

## **12. COMPETITION**

Licensee agrees that it will not, during the Term of this Agreement, use Licensee's Reserved Capacity to compete with Xanadoo and/or its affiliates in any business activity or business or service offering in the GSA of the Channels. Nothing in this section prohibits Licensee from (i) leasing the capacity of the Channels to a third party after the termination or expiration of this Agreement if (X) the capacity is being used solely to undertake noncommercial activities advancing Licensee's educational purposes or (Y) Licensee has complied with the ROFR provisions in Section 4(b), (ii) using the Products and Services acquired thereby, to provide services to itself or other schools, colleges, universities or other governmental or nonprofit entities for purposes of satisfying the Licensee's minimum educational use requirements for EBS channels under FCC Rules, or (iii) leasing other EBS channels licensed to Licensee or other spectrum to any other party for any purpose.

### 13. CONFIDENTIALITY AND NON-DISCLOSURE

(a) **Confidentiality of the Terms of this Agreement.** The terms of this Agreement that are not otherwise required to be disclosed to the FCC in support of the lease applications or notices submitted to the FCC will be kept strictly confidential by the Parties and their agents, which confidentiality obligation will survive the termination or expiration of this Agreement for a period of two (2) years. The Parties may make disclosures as required by law (including as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Xanadoo pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules), and to employees, shareholders, agents, attorneys and accountants (collectively, “**Agents**”) as required to perform obligations under the Agreement, provided, however, that the Parties will cause all Agents to honor the provisions of this Section. In addition, Xanadoo may disclose this Agreement to its affiliates, strategic partners, actual or potential investors, lenders, acquirers, merger partners, and others whom Xanadoo deems in good faith to have a need to know such information for purposes of pursuing a transaction or business relationship with Xanadoo, so long as Xanadoo secures an enforceable obligation from such third party to limit the use and disclosure of this Agreement as provided herein. The Parties will submit a confidentiality request to the FCC in the event the FCC seeks from the Parties a copy of this Agreement or any other confidential information regarding its terms.

(b) **Non-Disclosure of Shared Information.** As used herein, the term “Information” shall mean all non-public information disclosed hereunder, whether written or oral, that is designated as confidential or that, given the nature of the information or the circumstances surrounding its disclosure, reasonably should be considered as confidential. The term Information does not include information which: (i) has been or becomes published or is now, or in the future, in the public domain without breach of this Agreement or breach of a similar agreement by a third party; (ii) prior to disclosure hereunder, is property within the legitimate possession of the receiving Party which can be verified by independent evidence; (iii) subsequent to disclosure hereunder, is lawfully received from a third party having rights therein without restriction of the third party’s or the receiving Party’s rights to disseminate the information and without notice of any restriction against its further disclosure; or (iv) is independently developed by the receiving Party through persons who have not had, either directly or indirectly, access to or knowledge of such Information which can be verified by independent evidence. During the Initial Term or any Renewal Term of this Agreement, the Parties may be supplying and/or disclosing to each other Information relating to the business of the other Party. The Information will, during the Initial Term and any Renewal Term of this Agreement, and for a period of three (3) years after the termination or expiration of the Agreement, be kept confidential by the Parties and not used for any purpose other than implementing the terms of this Agreement. The receiving Party will be responsible for any improper use of the Information by it or any of its Agents. Without the prior written consent of the disclosing Party, the receiving Party will not disclose to any entity or person the Information, or the fact that the Information has been made available to it, except for disclosures required by law, including Information as required or appropriate to be disclosed by Licensee pursuant to applicable public records laws and by Xanadoo pursuant to the Securities Act of 1933, as amended, the Securities Exchange Act of 1934, as amended, or The Nasdaq Stock Market, Inc., including the related regulations and marketplace rules. Each person to whom Information is disclosed must be advised of its confidential nature and must agree to abide by the terms of this Subsection.

### 14. ASSUMPTION OF LIABILITIES

Neither Party is assuming or will be responsible for any of the other’s liabilities or obligations (including but not limited to customer obligations) except as required by the FCC and this Agreement.

### 15. FCC-MANDATED LEASING ARRANGEMENT OBLIGATIONS

(a) Licensee and Xanadoo are familiar with the FCC Rules affecting spectrum leasing and the provision of EBS, the Communications Act of 1934, as amended (“**Communications Act**”), the Code of Federal Regulations, and all other applicable FCC Rules, and agree to comply with all such laws and regulations.

(b) Xanadoo assumes primary responsibility for complying with the Communications Act, and any FCC Rules that apply to the Channels and License, and the Agreement may be revoked, cancelled or terminated,

in accordance with Section 10, by Licensee or by the FCC if Xanadoo fails to comply with applicable laws and regulations.

(c) Neither Licensee nor Xanadoo will represent itself as the legal representative of the other before the FCC or any party, but will cooperate with each other with respect to FCC matters concerning any License and the Channels.

(d) If any License is revoked, cancelled, terminated or otherwise ceases to be in effect, Xanadoo has no continuing authority or right to use the leased spectrum unless otherwise authorized by the FCC.

(e) The Agreement is not an assignment, sale or transfer of the License.

(f) The Agreement will not be assigned to any entity that is ineligible or unqualified to enter into a spectrum leasing arrangement under the FCC Rules.

(g) Licensee will not consent to an assignment of a spectrum leasing arrangement unless such assignment complies with applicable FCC Rules.

(h) Licensee and Xanadoo must each retain a copy of the Agreement and make it available upon request by the FCC, in accordance with the confidentiality provisions in Section 13.

## 16. LICENSEE'S AUTHORIZATIONS

Licensee will use its best efforts to maintain in full force and effect through the Term of the License and any associated authorizations for the Channels, and will remain eligible under the FCC Rules to provide the Xanadoo Capacity. Licensee will use best efforts to renew the License, and will not commit any act, engage in any activity, or fail to take any action that could reasonably be expected to cause the FCC to impair, revoke, cancel, suspend or refuse to renew the License.

## 17. REPRESENTATIONS AND WARRANTIES

(a) **Mutual Representations and Warranties.** Each Party represents and warrants to the other that: (i) it has the full right and authority to enter into, execute, deliver, and perform its obligations under this Agreement; (ii) it has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement; (iii) this Agreement constitutes a legal, valid and binding obligation enforceable against such Party in accordance with its terms; and (iv) its execution of and performance under this Agreement will not violate any applicable existing regulations, FCC Rules, statutes or court orders of any local, state or federal government agency, court or body, or any of its existing contractual obligations.

(b) **Licensee's Representations and Warranties.** Further, Licensee represents and warrants to Xanadoo that: (i) the License is in effect, (ii) Licensee's operations and activities pursuant to the License, if any, are being conducted in material compliance with all FCC Rules, including its educational use requirements, (iii) Licensee has no claim or other unresolved objection arising out of the transition pursuant to Sections 27.1230 through 27.1235 of the FCC's Rules, and (iv) there is no proceeding now pending or to the knowledge of Licensee, threatened against the Licensee before any local, state or federal regulatory body with respect to the License, or any acts or omissions by Licensee or its agents, as of the Effective Date, that could have a material, adverse effect on the License.

## 18. INDEMNIFICATION

(a) Licensee will defend, indemnify and hold Xanadoo harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Licensee of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Licensee's construction or operation of the EBS Equipment or its offering and provision of services thereon. Licensee's obligations under this Section will survive the expiration or termination of this Agreement.

(b) Xanadoo will defend, indemnify and hold Licensee harmless from and against any and all liabilities, losses, damages and costs, including reasonable attorney's fees, resulting from, arising out of, or in any way connected with (i) any breach by Xanadoo of any warranty, representation, covenant, agreement or obligation contained herein, or (ii) any claim based on Xanadoo's construction or operation of the Wireless System or its offering and provision of services thereon. Xanadoo's obligations under this Section will survive the expiration or termination of this Agreement.

**19. NOTICES**

Any notice required to be given by one Party to the other under this Agreement will be delivered using a reliable national express overnight or two-day delivery service with a courtesy copy via email and will be effective upon receipt of the physical notice. All notices will be delivered to the Parties at the following addresses:

Notice Address for Xanadoo:

Xanadoo EBS Spectrum Holdings, LLC  
1055 Westlakes Drive, Suite 300  
Berwyn, PA 19312  
Attn: Howard Verlin  
Email: hverlin@thepegasuscompanies.com

With a copy to:

Scott Blank  
Email: sblank@thepegasuscompanies.com

Notice address for Licensee:

Raymond Central Public Schools  
1800 W. Agnew Road  
Raymond, Nebraska 68428  
Attn: Mr. Derrick Joel, Superintendent  
Email: djoel@rcentral.org \_\_\_\_\_  
\_\_\_\_\_

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn: \_\_\_\_\_  
Email: \_\_\_\_\_

**20. MISCELLANEOUS**

(a) **Cooperation.** The Parties will take such further action and execute such further assurances, documents and certificates as either Party may reasonably request to effectuate the purposes of this Agreement.

(b) **Force Majeure.** Neither Party will be liable for any nonperformance under this Agreement due to causes beyond its reasonable control that could not have been reasonably anticipated by the non-performing

Party and that cannot be reasonably avoided or overcome; provided that the non-performing Party gives the other Party prompt written notice of such cause, and in any event, within fifteen (15) calendar days of its discovery.

**(c) Independent Parties.** None of the provisions of this Agreement will be deemed to constitute a partnership, joint venture, or any other such relationship between the Parties, and neither Party will have any authority to bind the other in any manner. Neither Party will have or hold itself out as having any right, authority or agency to act on behalf of the other Party in any capacity or in any manner, except as may be specifically authorized in this Agreement.

**(d) Specific Performance.** Licensee acknowledges that the License and Channels subject to this Agreement are unique and the loss to Xanadoo due to Licensee's failure to perform this Agreement could not be easily measured with damages. Xanadoo will be entitled to injunctive relief and specific enforcement of this Agreement in a court of equity without proof of specific monetary damages, but without waiving any right thereto, in the event of breach of this Agreement by Licensee.

**(e) Applicable Law.** The validity, construction and performance of this Agreement will be governed by and construed in accordance with the laws of the State of Nebraska, without regard to the principles of conflict of laws.

**(f) Attorneys' Fees.** If any action shall be brought on account of any breach of or to enforce or interpret any of the terms, covenants or conditions of this Agreement, the prevailing Party will be entitled to recover from the other its reasonable attorneys' fees and costs, as determined by the court hearing the action.

**(g) Severability.** If any provision of this Agreement is found to be illegal, invalid or unenforceable, such provision will be enforced to the maximum extent permissible so as to effect the intent of the Parties, and the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, unless continued enforcement of the provisions frustrates the intent of the Parties.

**(h) No Waiver.** No delay or failure by either Party in exercising any right under this Agreement, and no partial or single exercise of that right, will constitute a waiver of that or any other right. Failure to enforce any right under this Agreement will not be deemed a waiver of future enforcement of that or any other right.

**(i) Counterparts.** This Agreement may be executed in one or more counterparts, each of which will be deemed an original, but which collectively will constitute one and the same instrument. Original signatures transmitted by facsimile will be effective to create such counterparts.

**(j) Headings.** The headings and captions used in this Agreement are for convenience only and are not to be considered in construing or interpreting this Agreement.

**(k) Construction.** The Parties and their respective counsel have negotiated this Agreement. This Agreement will be interpreted in accordance with its terms and without any strict construction in favor of or against either Party based on draftsmanship of the Agreement or otherwise.

**(l) Complete Agreement.** This Agreement constitutes the entire agreement between the Parties with respect to the subject matter addressed, and supersedes and replaces all prior or contemporaneous understandings or agreements, written or oral, between the Parties or any of their affiliates regarding this subject matter. No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of each of the Parties. Effective as of the Commencement Date, this Agreement shall supersede and replace the Original Lease and neither party shall have any further obligations under the Original Lease and each party hereby releases the other party from any and all claims, known or unknown, that such party has or may have arising out of or related to the Original Lease. Prior to the Commencement Date, the Parties agree that they will not assert any claims, known or unknown, that a party may have against the other party arising out of or related to the Original Lease unless this Agreement is terminated.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have duly executed this Agreement effective as of the Effective Date.

AGREED TO:

**XANADOO EBS SPECTRUM HOLDINGS, LLC**

**RAYMOND CENTRAL PUBLIC SCHOOLS**

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

**EXHIBIT A**

**GSA Map**

**EXHIBIT B**  
**IRS Form W9**

**EXHIBIT C**  
**Payment Instructions**

## **DIRECT DEPOSIT SETUP/CHANGE FORM**

Direct Deposit is a fast, easy way to receive payments. We highly encourage our vendors to sign up. Using Direct Deposit means funds will be available in your account within two business days from payment date. Please follow the directions below to take advantage of this more effective and efficient payment opportunity.

**A. Bank Name:**

**B. Type of Account: Checking**  **Savings**

**C. ABA Routing Number (9 digits):**

**D. Bank Account Number:**

**E. Vendor Name:**

**F. Xanadoo Vendor Number (to be completed by Xanadoo):**

**G. Tax ID/SSN Number:**

**H. Vendor Mailing Address:**

**I. Vendor Phone Number:**

**J. Accounts Receivable Email Address:**

**(Note: Email address required to receive detailed deposit notifications.)**

**K. Accounts Receivable Contact Phone:**

**L. Printed Name of Authorized Vendor Representative: \_\_\_\_\_**

**M. Signature of Authorized Vendor Representative: \_\_\_\_\_**

*\*By signing above you agree to the following terms/conditions:*

- We understand that ALL payments will remit via ACH to the bank account listed above.
- We will notify Sprint of any change to account info 10 days prior to change in order to avoid returned payments or delay in payments.

**N. Date Signed by Authorized Vendor Representative:**

The following backup *MUST* be submitted with this form and *MUST* include: the name on the account, the account number, and the ABA routing number.

- Checking account - attach a voided check or a letter from the bank
- Savings account - attach a pre-printed deposit slip and the 1st page of a recent bank statement (only if "name" on the account is not on the deposit slip)

**Exhibit D**

**Licensee and FCC Electronic Filing Information Form**

Licensee: \_\_\_\_\_

FCC Registration Number	
FCC ULS Password (if unknown, see below)	
Contact Information	
Federal Tax ID Number (see below)	

If your FCC ULS password associated with your FCC license is unknown, you will need to request the FCC to reset it. You can do so by clicking the following link and follow the steps as prompted:

[www.apps.fcc.gov/coresWeb/enterFrnForPwdReset.do](http://www.apps.fcc.gov/coresWeb/enterFrnForPwdReset.do)

(You will need your federal taxpayer ID number to request the reset with the FCC.)

OR

If you would like Xanadoo to request the reset of your FCC ULS password on your behalf, please provide the Federal Tax Id Number for the licensee in the above-referenced box. Upon receipt of the new ULS password, Xanadoo will forward to you for your records.

**By providing the above information, Licensee hereby gives authority to Xanadoo to complete FCC license renewals and lease applications for the subject FCC license on Licensee's behalf throughout the Term of the Agreement.**

[LICENSEE]

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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



Shelly Dostal

Raymond Central Public SD 161  
 1800 W Agnew Rd  
 Raymond, NE 68428-4315  
 United States

Quote Number: 80863-1

Quote Creation Date: 05-23-2019

Quote Expiration Date: 09-30-2019

Quote Release: 1

## Raymond Central enVision Grade 3

## Price Quote Summary

Solution	Base Amount	Free Amount	Total
enVision Math	\$ 5,454.41	\$ 2,983.43	\$ 5,454.41
<b>Solution Subtotal</b>	<b>\$ 5,454.41</b>	<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 478.78</b>
		<b>Total</b>	<b>\$ 5,933.19</b>

## Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>enVision Math</b>						
<b>enVision Mathematics 2020 - Grade 3</b>						
9780134961446	ENVISION MATHEMATICS 2020 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 3	\$96.97	0	50	\$0.00	\$4,848.50
9780134953786	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 3	\$13.97	3	0	\$41.91	\$0.00
9780134959702	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 3	\$174.97	3	0	\$524.91	\$0.00
9780134959887	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 3	\$562.97	3	0	\$1,688.91	\$0.00
9780134954622	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 3	\$124.97	3	0	\$374.91	\$0.00

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
9780134961842	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 3	\$53.97	3	0	\$161.91	\$0.00
9780134959917	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 1 GRADE K/3	\$154.97	1	0	\$154.97	\$0.00
9780134959627	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 3	\$201.97	0	3	\$0.00	\$605.91
9780134963174	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 3	\$11.97	3	0	\$35.91	\$0.00
<b>enVision Mathematics 2020 - Grade 3 Subtotal</b>					<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>
<b>enVision Math Subtotal</b>					<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>
<b>Solution Subtotal</b>					<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>
<b>Shipping and Handling</b>						<b>\$ 478.78</b>
					<b>Total</b>	<b>\$ 5,933.19</b>

## Addendum

To place your order please submit a copy of this price quote with your Purchase Order, and include any other required documentation. You may send the order documents using an electronic form, fax or by mail. Please submit your PO and price via one of the following methods:

**e-Form:** <https://pearsoncommunity.force.com/support/s/pearson-order-form>

**Fax:** 1-877-260-2530

**Mail:** Pearson Education, P.O. Box 6820, Chandler, AZ 85246

Pearson does not accept Credit Card information via postal mail, facsimile, or email. Credit Card information will only be accepted via phone, eCommerce, or OASIS.

For questions regarding your order please call Customer Service: 1-800-848-9500 .

**Price quote:** This is a price quote for the customer's convenience only, and not an offer to contract. All quotes are subject to review and final acceptance by an authorized representative of Pearson at its offices. Pearson reserves the right to correct typographical, computational or other errors. Pearson's standard terms are net 30 days unless otherwise specified. All pricing is in US Dollars unless otherwise specified. Pricing calculations use multiple decimal places to determine the most accurate extended pricing but are represented in standard currency format. The breakdown of the fees set forth in this quotation is considered Pearson proprietary information and not subject to disclosure by the customer.

**Shipping & handling charges** (where applicable) are shown on the quote. S&H rates quoted are for standard ground transportation and may not reflect account contracted rates. If expedited shipping is requested, actual charges may be higher. For orders picked up at the Pearson warehouse by the customer or a third party carrier contracted by the customer, a 2% handling charge will be applied to shippable items. The 2% charge will show up on the customer proposal and invoice as a S&H charge.

**Taxes:** All pricing in this quote is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax exempt, evidence of such tax exemption must be provided. Estimated tax may be provided solely for customer convenience. The amount indicated is only an estimate and is intended to be helpful for budgeting purposes. The actual amount of sales tax assessed at the time of invoicing may be more or less.

**Platforms:** Pearson reserves the right to change and/or update technology platforms, including possible edition updates to customers during the term of access . Customers will be notified of any change prior to the beginning of the new school year.

**Return Policy:** If you are not entirely satisfied with any of our products, then you may, within one year from the date of purchase, return all materials still in new, unused, salable condition for a full refund, credit, or replacement. All returned materials must be shipped back to Pearson within 30 days of receiving the Return Materials Authorization. All materials sold in a set or a package must be returned complete as originally sold. Materials that were provided gratis must be returned proportionate to the purchased items being returned for refund or credit.

**Consumable Worktexts:** Subsequent year consumable worktexts will ship each year on the order date of the original order for the duration of their license. Worktexts will ship to the location listed on the original order. Quantities for each grade level and title will remain consistent each year. Changes to quantities of titles previously ordered, shipping location changes, or any other changes to consumable worktext shipments must be made 4 weeks prior to the original order date. Changes should be made using the e-form: <https://www.k12pearson.com/worktext-subscription>.

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<https://pearsoncommunity.force.com/support/s/k12-curriculum-support-form> phone: 1-800-234-5832

**MyPearson Training** which provides online access to on-demand tutorials and interactive webinar sessions is included with purchase of products. <https://mypearsontraining.com/>



Shelly Dostal

Raymond Central Public SD 161  
 1800 W Agnew Rd  
 Raymond, NE 68428-4315  
 United States

Quote Number: 80863-2

Quote Creation Date: 05-23-2019

Quote Expiration Date: 09-30-2019

Quote Release: 2

## Raymond Central enVision 3-5

## Price Quote Summary

Solution	Base Amount	Free Amount	Total
enVision Math	\$ 16,363.23	\$ 8,795.32	\$ 16,363.23
<b>Solution Subtotal</b>	<b>\$ 16,363.23</b>	<b>\$ 8,795.32</b>	<b>\$ 16,363.23</b>
	<b>Shipping &amp; Handling</b>		<b>\$ 1,436.34</b>
		<b>Total</b>	<b>\$ 17,799.57</b>

## Price Quote Detail

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
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9780134963174	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 3	\$11.97	3	0	\$35.91	\$0.00
<b>enVision Mathematics 2020 - Grade 3 Subtotal</b>					<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>
<b>enVision Mathematics 2020 - Grade 4</b>						
9780134961453	ENVISION MATHEMATICS 2020 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 4	\$96.97	0	50	\$0.00	\$4,848.50
9780134953793	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 4	\$13.97	3	0	\$41.91	\$0.00
9780134959719	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 4	\$174.97	3	0	\$524.91	\$0.00
9780134959894	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 4	\$562.97	3	0	\$1,688.91	\$0.00
9780134954639	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 4	\$124.97	3	0	\$374.91	\$0.00
9780134961859	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 4	\$53.97	3	0	\$161.91	\$0.00
9780134959924	ENVISION MATHEMATICS 2020 NATIONAL MATH DIAGNOSIS & INTERVENTION SYSTEM PART 2 GRADE 4/6	\$154.97	1	0	\$154.97	\$0.00
9780134959634	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 4	\$201.97	0	3	\$0.00	\$605.91
9780134963181	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 4	\$11.97	3	0	\$35.91	\$0.00
<b>enVision Mathematics 2020 - Grade 4 Subtotal</b>					<b>\$ 2,983.43</b>	<b>\$ 5,454.41</b>

ISBN	Description	Price	Free Qty	Charged Qty	Free Amount	Total Charged
<b>enVision Mathematics 2020 - Grade 5</b>						
9780134961460	ENVISION MATHEMATICS 2020 NATIONAL STUDENT EDITION 6-YEAR SUBSCRIPTION +6-YEAR DIGITAL COURSEWARE LICENSE GRADE 5	\$96.97	0	50	\$0.00	\$4,848.50
9780134953809	ENVISION MATHEMATICS 2020 ADDITIONAL PRACTICE WORKBOOK GRADE 5	\$13.97	3	0	\$41.91	\$0.00
9780134959726	ENVISION MATHEMATICS 2020 TEACHER RESOURCE MASTERS PACKAGE GRADE 5	\$174.97	3	0	\$524.91	\$0.00
9780134959900	ENVISION MATHEMATICS 2020 NATIONAL TEACHER EDITION PACKAGE GRADE 5	\$562.97	3	0	\$1,688.91	\$0.00
9780134954646	ENVISION MATHEMATICS 2020 LANGUAGE SUPPORT HANDBOOK GRADE 5	\$124.97	3	0	\$374.91	\$0.00
9780134961866	ENVISION MATHEMATICS 2020 TODAY'S CHALLENGE TEACHER GUIDE GRADE 5	\$53.97	3	0	\$161.91	\$0.00
9780134959641	ENVISION MATHEMATICS 2020 QUICK & EASY CENTER KIT GRADE 5	\$201.97	0	3	\$0.00	\$605.91
9780134963198	ENVISION MATHEMATICS 2020 PRACTICES POSTERS GRADE 5	\$11.97	3	0	\$35.91	\$0.00
<b>enVision Mathematics 2020 - Grade 5 Subtotal</b>					<b>\$ 2,828.46</b>	<b>\$ 5,454.41</b>
<b>enVision Math Subtotal</b>					<b>\$ 8,795.32</b>	<b>\$ 16,363.23</b>
<b>Solution Subtotal</b>					<b>\$ 8,795.32</b>	<b>\$ 16,363.23</b>
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DATE: May 28, 2019

SUBMITTED TO: Derrick Joel, Superintendent

ORGANIZATION: Raymond Central Public Schools  
ADDRESS: 1800 W Agnew Rd | Raymond, NE 68428

PROJECT NAME: Raymond Central High School Athletic Track Maintenance Coating  
ADDRESS: 1800 W Agnew Rd | Raymond, NE 68428

### REVOLUTION™ POLYTOP-R MAINTENANCE COATING TRACK SYSTEM

#### SCOPE OF SERVICES

AREA: 5112 SY (track & field event areas)

#### Procedures:

- A. Clean and prepare the track surface.
- B. Patch any loose and thin areas.
- C. Locate and repair any cracks.
- D. Spray-application of a primer coat.
- E. Hand-application of 0.5mm – 1.5mm rubber.
- F. Spray-application of a polyurethane coat.
- G. Two (2) coat spray-application of a two-part black polyurethane top coating
- H. Layout and paint lane lines and event markings as per NFSHSA standards.

We hereby propose to furnish materials and labor in accordance with the above specifications for the sum of:

Fifty-one Thousand Nine Hundred Fifty Dollars and Zero Cents (\$51,950.00)

#### NOTE:

- Proposal does not include sales taxes. Owner shall provide Nebraska Forms 13 and 17 upon signed acceptance and return of proposal.

#### TERMS:

Progress payments for materials and work completed; balance due 30 days upon completion of project.


All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements are contingent



22 South Main Street • PO Box 161 • Denison, IA 51442  
P 712.263.3554 • F 712.263.5110 • E info@midwesttennisandtrack.com

upon accidents or delays beyond our control. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

MIDWEST TENNIS & TRACK COMPANY

  
Authorized Signature

Paul Lauderville, Vice President  
Printed Signature, Title

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Signature, Title

Raymond Central Public Schools  
School/Organization Name

\_\_\_\_\_  
Date of Acceptance



Community RelationsTobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Date of Adoption: [Insert Date]

Community RelationsTobacco Policy

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Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (Nebraska Clean Indoor Air Act)

Date of Adoption: [Insert Date]

James B. Gessford  
Rex R. Schultze\*\*\*  
Daniel F. Kaplan  
Gregory H. Perry  
Joseph F. Bachmann\*  
R. J. Shortridge\*  
Joshua J. Schauer\*  
Derek A. Aldridge\*\*  
Justin J. Knight\*\*\*\*  
Charles Kaplan  
Haleigh B. Carlson  
Daniel K. Kaplan



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PERRY, GUTHERY, HAASE & GESSFORD, P.C., L.L.O.

Of Counsel  
John M. Guthery  
Thomas M. Haase  
Richard D. Sievers  
Kelley Baker

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\*Also admitted in Iowa  
\*\* Also admitted in Kansas  
\*\*\*Also admitted in Wyoming  
\*\*\*\*Also admitted in Colorado

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Ernest B. Perry (1876-1962)  
Arthur E. Perry (1910-1982)  
R.R. Perry (1917-1999)  
Edwin C. Perry (1931-2012)

## Perry Law Firm Annual Policy Update Service

To: Ted DeTurk, Administrator, ESU 2  
From: Gregory H. Perry and Justin J. Knight  
Date: June 5, 2019  
Re: Annual Policy Update

### REQUIRED POLICY UPDATES

**Policies 1120, 5101, 5103, 5104 and 5305:** LBs 149 and 397 targeted the use and possession of vaping products (including Juuling) by minors under Nebraska's criminal statutes. In so doing, the Legislature included the term "electronic nicotine delivery systems" in these statutes. To maintain consistency, we have revised Policies 1120, 5101, 5103, 5104 and 5305 to reflect this same terminology.

**Policy 3130:** The Nebraska Department of Administrative Services competitively bids and purchases various property for the benefit of political subdivisions. We understand that this service is becoming more popular with school districts. In turn, we have updated Policy 3130 to exempt the purchasing requirements for schools that purchase through the Nebraska Department of Administrative Services.

**Policy 3131:** There are a few minor edits to Policy 3131 to comply with federal purchasing requirements.

**Policy 4030:** LB 217 prohibits discrimination against an employee who "has inquired about, discussed, or disclosed information regarding employee wages, benefits, or other compensation." In other words, if employees discuss their pay, they cannot be terminated on that basis. In the public employment setting (where most employee pay information may be a matter of public record), this may not seem like a big deal. However, there are aspects of employee compensation that should remain confidential. As a result, Policy 4030 establishes criteria for distributing employee pay information and LB 217's discrimination prohibitions.

**Policy 5001:** LB 115 requires school districts to enroll students in military families with military orders to be stationed in Nebraska. Policy 5001 incorporates this new requirement.

**Policy 5012:** LB 575 requires that each school district adopt a policy to provide access to military recruiters. Policy 5012 satisfies this new requirement and includes the bill's provisions.

LB 575 also requires that, “within thirty days prior to or following the commencement of each school year and, for a new student who enrolls after the commencement of a school year, within thirty days following such enrollment,” each school district must notify parents and guardians of high school students of their ability to withhold information from military recruiters. As such, we recommend that you include a provision in your student handbook that notifies parents of the ability to opt out of military recruiters receiving information about their student.

**Policy 6211:** The reference to the NeSA assessment has been changed to the NSCAS assessment.

**Policy 6410:** In 2015, we provided a “Parental and Family Engagement Policy” pursuant to the Every Student Succeeds Act. Since then, NDE has been rejecting virtually all of these policies except for their own version. It has become easier for schools to simply adopt NDE’s version.

**Policy 8151 and 8153:** We previously distributed a memo on LB 399. Policies 8151 and 8153 have been revised to reflect that the Americanism Committee is now referred to as the Committee on American Civics. Please refer to the prior memo that outlines the Committee’s requirements in more detail.

#### **OTHER COMMENTS**

**LB 212:** LB 212 amended the Open Meetings Act. However, the changes to the Open Meetings Act do not affect school districts. The NCSA will distribute updated Open Meetings Act posters at Administrator Days.

**LB 269:** LB 269 changes the student driving permit rules. Of note, under LB 269, a student may now travel to a different school if the student’s “home” school co-ops with a different school for extracurricular activities.

**LB 281:** LB 281 permits schools to post a sign in a school building or on the school’s website that provides information about reporting child abuse or neglect. NDE may contract with a third party to produce and distribute the signage. However, LB 281 does not require any school to post anything.

**LB 390:** Each school district that contracts with a law enforcement agency to provide School Resource Officers (SRO’s) will be required to enter into a Memorandum of Understanding with the law enforcement agency. This MOU will delineate each party’s responsibilities. NDE has until December 1, 2019 to distribute a model MOU that schools may consider. Once we receive NDE’s model MOU, we will provide our analysis and recommendations.

**LB 619:** LB 619 prohibits a health insurance company from denying a claim because an individual was treated in a school building. Your staff should be made aware that this activity is no longer lawful under LB 619.

Annual Policy Update

ESU 2

June 5, 2019

Page 3

**LB 675**: LB 675 extends a school district's ability to enter into multi-year agreements. Previously, schools could only contract with most vendors for up to four years. LB 675 amended the law to allow for schools to contract for up to seven years. We asked NDE to consider this change due to the cost savings that many schools could receive by entering into longer contracts with technology companies that offer substantial discounts for lengthier agreements.

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.
6. The District need not comply with the bidding requirements if the District purchases property from the Nebraska State Purchasing Bureau, so long as the Nebraska State Purchasing Bureau competitively bid the purchase of property.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.
2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. § 13-610

Date of Adoption: [Insert Date]

Business OperationsPurchasing Policies

The Superintendent shall ensure that all purchases are made in the interest of economy and efficiency. Where necessary, standards and procedures shall be established to accomplish the following policies of the Board of Education:

1. Purchases up to \$5,000. For the greatest efficiency in expediting purchases, the administration shall be authorized to purchase any item specifically budgeted which has a sale price within the established limit.
2. Purchases from \$5,000 up to \$90,000. The Superintendent shall request the submission of proposals for purchases which have a sale price within the established limit. The Superintendent shall receive and evaluate all proposals in making a recommendation to the Board of Education for acceptance. The Board of Education may review all proposals submitted relating to the recommended purchase. Since this is a proposal system, not a bidding process, the school district in no way shall be obligated to arbitrarily award the contract to the lowest proposal, but shall reserve the right to reject any and all proposals or to waive any informality in any proposal it deems advisable, and to award to the proposer which, in its opinion, is most desirable.
3. Purchases of \$90,000 and above. The Superintendent shall advertise for sealed bids which shall be opened in conformity with any applicable laws and in compliance with any procedures established by the Superintendent. The Board retains the right to determine the responsibility of the bidders, and shall award the contract to the lowest responsible bidder meeting specifications, be the bidder a member or apart from the local community.
4. Any school employee who orders any supplies or equipment outside of that which has been included in the annual budget and without written authorization of the principal or superintendent shall be personally liable for payment for the supplies or equipment purchased.
5. School employees or students purchasing supplies and equipment out of an activity account must first secure a purchase order from the principal authorizing the purchase. Failure to do so will cause the person to be personally liable for payment for the supplies or equipment purchased.

Credit Card Purchasing Program

1. The Board of Education authorizes the Superintendent or designee to contract with one or more financial institutions, card-issuing banks, credit card companies, charge card companies, debit card companies, or third-party merchant banks capable of operating a purchasing card program on behalf of the District.

2. The Board of Education delegates to the Superintendent or designee: (a) the determination of the type of purchasing card or cards to be utilized in the District's purchasing card program; and (b) the determination of which employees shall be approved or disapproved to be assigned a purchasing card in the District's purchasing card program. The Superintendent shall submit the approved names to the Board, from time to time.
3. The District's purchasing card program may only be utilized for the purchase of goods and services for and on behalf of the District. No officer or employee of the District shall use a purchasing card for any unauthorized use.
4. An itemized receipt for purposes of tracking expenditures shall accompany all purchasing card purchases. In the event that a receipt does not accompany an authorized cardholder's purchase, the Superintendent or designee shall temporarily or permanently suspend said cardholder's purchasing card privileges.
5. Upon the termination or suspension of employment of an individual using a purchasing card, the Superintendent or designee shall immediately close such individual's purchasing card account and said employee shall immediately return the purchasing card.

Legal Reference: Neb. Rev. Stat. § 13-610

Date of Adoption: [Insert 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 (small purchase threshold) per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$250,000 (small purchase 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)].

### Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase 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 small purchase 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 small purchase threshold established in the sponsor’s procurement policy statement is less than \$150,000, 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 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 Small Purchase 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 OperationsProcurement 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 (small purchase threshold) ~~per year~~ per procurement event or in aggregate purchases this organization will follow the informal Small Purchase Procedures.
- When the annual total for food service program related items is greater than \$250,000 (small purchase 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 ~~annual transactions~~ single purchases under \$~~10,000~~<sup>3,500</sup> 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)].

Small Purchase Procedures

For purchases made below the small purchase threshold, Small Purchase Procedures will be utilized to purchase necessary goods and services. When Small Purchase Procedures are used, this organization will take the following steps:

1. Contact a ~~minimum of three potential vendors~~ reasonable number of qualified vendors.
2. Write specifications for goods and services.
- ~~23.~~ Document each vendor's quoted price. (ex. log sheet)
3. Select the company that provides the lowest, most responsive, and responsible bid.
4. ~~Inform all bidding companies in writing of the final decision made by the sponsor~~ Document supplier who was awarded the quote.
5. ~~Write contract for meal service between the sponsor and the winning bidder.~~ Manage orders by confirming product and prices match quotes.

### Formal Competitive Solicitation Procedures

For purchases made in excess of the small purchase 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 ~~bid~~ small purchase threshold established in the sponsor’s procurement policy statement is less than \$150,000, 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)/7 CFR 3016.36(e)(3)(i)/7 CFR 3019.44(a)(3)(iv)]
- C. Documentation: We shall maintain for the current year and the preceding three years all ~~menus, production records, invitations to bid, bid results, bid tabulations or any other~~

significant materials that will serve to document our policies and procedures. [2 CFR 200.318(i)/7 CFR 3016.36(9)]

- 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)/7 CFR 3016.36(3)(1-1 v)]
- E. ~~Procurement Review Process: This procurement plan shall receive an internal program review on an annual basis by a staff person who is not associated with food service procurement process. This review shall be summarized in written form and kept with the other required program documentation.~~
- F. 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)] [7 CFR Part 3016.36(b)(2)]
- G. General Requirements:
1. Small, minority 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).
  - 2-3. A cost or price analysis in connection with every procurement action in excess of the ~~Simplified Acquisition~~ Small Purchase Threshold including contract modifications. [2 CFR 200.323(a)]
  - 3-4. Documented Procurement Procedures and activities will be maintained. [2 CFR 200.318(a)]
- H. Duties of Food Service Supervisor:
1. ~~To work with staff and clients in developing acceptable menus for breakfast and lunch.~~ 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. ~~To compile market orders or requisitions for purchases which accurately reflect the total quantities of required foods to be ordered per (day, week or month).~~ 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. ~~To place and confirm orders with vendors, or make plans to purchase the required items.~~ Compare product specifications among all vendors/contractors. Information for prices obtained from grocery stores, farmer's markets, etc.

4. ~~To keep program menus up to date by testing and using new products and seeking feedback from staff and clients.~~  
Make procurement awards based on the lowest and best vendor's response as determined by quality, availability, service, and price.
5. ~~To send out bid quotation forms to vendors who have expressed an interest in doing business with the sponsor.~~  
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 develop a list of acceptable brands. (Multiple brands per bid item when possible.)~~
9. To conduct an in-house procurement review once per year.

Date of Adoption: July 10, 2017

StudentsAdmission RequirementsMinimum 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.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring 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 race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation 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, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify 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 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. 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), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease 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 than 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. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. 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 military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference:   Neb. Rev. Stat. §§ 43-2001 to 43-2012  
                          Neb. Rev. Stat. § 79-214  
                          Neb. Rev. Stat. §§ 79-217 to 79-223  
                          Neb. Rev. Stat. § 79-266.01

173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption: [Insert 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.

Families who seek early admission of their child into kindergarten must obtain an *Early Entrance to Kindergarten Packet* from the School District Administrative.

Parents must fill out the early entrance application forms, which include a parent questionnaire and obtain and attach a reference letter from someone who is well acquainted with the child but not a relative of the child. The person providing this reference should know the child well enough that they can speak with some expertise about the child's attributes and abilities. The reference letter should indicate whether this person recommends the child be schooled with children who will be a year older than the child and, if so, the evidence this person has concerning the child's mental ability, fine and gross motor ability, visual and auditory discrimination, emotional/social development, and communication skills. Suggestions for this reference letter are a preschool teacher, a Sunday school teacher, a day-care provider, or a physician.

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring 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 race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation 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, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify 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 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. 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), Haemophilus Influenzae type b (Hib), invasive pneumococcal disease 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 than 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. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. 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 military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference:     Neb. Rev. Stat. §§ 43-2001 to 43-2012  
                          Neb. Rev. Stat. § 79-214  
                          Neb. Rev. Stat. §§ 79-217 to 79-223  
                          Neb. Rev. Stat. § 79-266.01

173 NAC Chapters 3 and 4 (HHS Regulations)

Date of Adoption: [Insert 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 following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering

the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

personal injury to the student himself or herself, other students, school employees, or school volunteers.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
  - d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. **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 is to be held 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.
  17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
    - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
  18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational

function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in 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.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. 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).
  - e. Head wear including hats, caps, bandannas, and scarves.
  - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - g. Clothing or jewelry that is gang related.
  - h. Visible body piercing (other than ears).

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

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

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 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.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit

student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.
  - (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action,

consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

- (ii) **Second Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
  - (iii) **Third Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. 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

Date of Adoption: [Insert 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 following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering

the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

- e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. Long-Term Suspension: A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.
  3. Expulsion:
    - a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
    - b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if no hearing is requested or, if a hearing is requested, the date the hearing examiner makes the report of his or her findings and a recommendation of the action to be taken to the superintendent, if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a

personal injury to the student himself or herself, other students, school employees, or school volunteers.

- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
  - d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. **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 is to be held 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.
  17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
    - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
    - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.

18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in 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.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

- 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. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
- c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
- d. 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).
- e. Head wear including hats, caps, bandannas, and scarves.
- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

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

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

On a first offense of the dress code, the student may call home for proper apparel. If clothes cannot be brought to school, the student will be assigned to in-school suspension for the remainder of the day. Students will not be allowed to leave campus to change clothes. Continual violations of the dress code will result in more stringent disciplinary actions, up to expulsion. Further, in the event the dress code violation is determined to also violate other student conduct rules (e.g., public indecency, insubordination, expression of profanity, and the like), a first offense of the dress code may result in more stringent discipline, up to expulsion.

## 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.

3. Electronic Devices

- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
- b. Definitions.
- (1) “Electronic devices” include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
  - (2) “Sexting” means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
    - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
    - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing, encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,
    - (iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.
- c. Possession and Use of Electronic Devices.
- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
  - (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that

the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

- (1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.
- (2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

- (i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.
  - (ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
  - (iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:
- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
  - (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

- (4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.
- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.
- E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:
1. 1st Offense: Student will be confronted and directed to cease.
  2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
  3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.
- If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.
- F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:
1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
  2. Students in the hallway during class time must have a pass with them.
  3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
  4. Students are expected to bring all books and necessary materials to class. This includes study halls.
  5. Assignments for all classes are due as assigned by the teacher.
  6. Students are not to operate the mini-blinds or the windows.
  7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
  8. Students are to be in their seats and ready for class on the tardy bell.

9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. 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

Date of Adoption: [Insert Date]

## Students

### Extracurricular Activity

#### **Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

#### Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

#### Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

**Section 2 Extracurricular Activity Code of Conduct**

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

**Scope of the Code of Conduct.**

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under

the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. 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.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student’s health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant’s attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

**Drug and Alcohol Violations.****Meaning of Terms.**

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

**Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

**Drugs and Alcohol.**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).  
The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

**Steroid Offenses.** A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions

in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

**Self-Reporting.** A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.

4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
  - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
  - c. If a hearing is requested:

- i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
  - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
  - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
  - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### **Section 3 Attendance**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

**Section 4 Academic Standards**

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.
3. Maintain an overall “C” average to participate in extracurricular activities, except school dances.
4. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are a part of the student’s grade requirements.

Legal Reference: Neb. Rev. Stat. §§ 79-254 to 79-296

Date of Adoption: [Insert Date]

StudentsExtracurricular Activity**Section 1 Extracurricular Activity Philosophy**

Extracurricular activity programs enrich the curriculum of the school by making available a wide variety of activities in which a student can participate. Extracurricular activity programs are considered an integral part of the school's program of education that provide experiences that will help students physically, mentally and emotionally.

The element of competition and winning, though it exists, is controlled to the point it does not determine the nature or success of the program. This is considered to be educationally and psychologically sound because of the training it offers for living in a competitive society. Students are stimulated to want to win and excel, but the principles of good sportsmanship prevail at all times to enhance the educational values of contests. Participation in activities, both as a competitor and as a student spectator, is an integral part of the students' educational experiences. Such participation is a privilege that carries with it responsibilities to the school, team, student body, community and the students themselves. In their play and their conduct, students are representing all of these groups. Such experiences contribute to the knowledge, skill and emotional patterns that they possess, thereby making them better individuals and citizens.

Safety

The District's philosophy is to maintain an activities program which recognizes the importance of the safety of the participants. To ensure safety, participants are required to become fully familiar with the dangers and safety measures established for the activity in which they participate, to adhere to all safety instructions for the activity in which they participate, to inform their coach or sponsor when they are injured or have health problems that require their activities be restricted, and to exercise common-sense.

Warning for Participants and Parents

The purpose of this warning is to bring your attention to the existence of potential dangers associated with athletic injuries. Participation in any intramural or athletic activity may involve injury of some type. The severity of such injury can range from minor cuts, bruises, sprains and muscle strains to more serious injuries to the body's bones, joints, ligaments, tendons, or muscles, to catastrophic injuries to the head, neck and spinal cord. On rare occasions, injuries can be so severe as to result in total disability, paralysis or death. Even with appropriate coaching, appropriate safety instruction, appropriate protective equipment and strict observance of the rules, injuries are still a possibility.

## Section 2 Extracurricular Activity Code of Conduct

Purpose of the Code of Conduct. Participation in extracurricular activities is a privilege. The privilege carries with it responsibilities to the school, team, student body, and the community. Participants are not only representing themselves, but also their school and community in all of their actions. Others judge our school on the student participants' conduct and attitudes, and how they contribute to our school spirit and community image.

The student participants' performance and devotion to high ideals and values make their school and community proud. Consequently, participation is dependent upon adherence to this Code of Conduct and the school district's policies, procedures and rules.

### Scope of the Code of Conduct.

Activities Subject to the Code of Conduct: The Code of Conduct applies to all extracurricular activities. Extracurricular activities means student activities or organizations which are supervised or administered by the school district which do not count toward graduation or grade advancement and in which participation is not otherwise required by the school.

Extracurricular activities include but are not limited to: all sports, cheerleading, dance team, Pep Club, Pep Band, vocal, band, speech and drama, One-Act, FBLA, FCCLA, Spanish Club, Art Club, Student Council, Student Advisory Board, National Honor Society, and other school sponsored organizations and activities. The Code of Conduct also applies to participation in school sponsored activities such as school dances and royalty for such activities.

A participant means a student who participates in, has participated in, or will participate in an extracurricular activity.

When: The Code of Conduct rules apply to conduct which occurs at any time during the school year, and also includes the time frame which begins with the official starting day of the fall sport season established by the NSAA and extends to the last day of the spring sport season established by the NSAA, whether or not the student is a participant in an activity at the time of such conduct.

The rules also apply when a student is participating or scheduled to participate in an extracurricular activity that is held outside the school year or the NSAA season. For example, if an FBLA or FCCLA student plans to participate in a conference in July and commits a Code of Conduct infraction in June, the student may be suspended from participating in the conference. Conduct during the summer months may also affect a student's participation under the team selection and playing time guidelines.

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under

the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

**Grounds for Extracurricular Activity Discipline.** Students who participate in extracurricular activities are expected to demonstrate cooperation, patience, pride, character, self respect, self-discipline, teamwork, sportsmanship, and respect for authority. The following conduct rules have been determined by the Board of Education to be reasonably necessary to aid students, further school purposes, and prevent interference with the educational process. Such conduct constitutes grounds for suspension from participation in extracurricular activities and grounds for other restrictions or disciplinary measures related to extracurricular activity participation:

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. 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.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student’s health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant’s attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.
20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

All terms used in the Code of Conduct have a less strict meaning than under criminal law and are subject to reasonable interpretation by school officials.

**Drug and Alcohol Violations.****Meaning of Terms.**

Use or consume includes any level of consumption or use. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation.

Under the influence means any level of impairment and includes even the odor of alcohol on the breath or person of a student, or the odor of an illicit drug on the student. Also, it includes being impaired by reason of the abuse of any material used as a stimulant.

Possession includes having control of the substance and also includes being in the same area where the substance is present and no responsible adult present and responsible for the substance. Possession includes situations where, for example:

- (1) Alcohol is in a vehicle in which the student is present. The student is considered to be in possession if the student is aware that the alcohol is in the vehicle, even though the student has not touched or consumed the alcohol; and
- (2) Alcohol is present at a party attended by the student. The student is considered to be in possession if the student is aware that alcohol is at the party and fails to immediately leave the party, even though the student has not touched or consumed the alcohol.

In these situations, a violation would not exist if the alcohol is in the control of a parent or guardian or other responsible adult (age 21 or older) such that students are not allowed to access the alcohol. A violation would also not exist if the student did not know or have a reasonable basis to know that alcohol would be present, and the student leaves the location where the alcohol is present as soon the student could safely do so. (Students are expected to leave immediately, but are not to do so in a manner that would endanger them. For example, you are not to leave in a car being driven by a person who has been drinking just to get away from the alcohol party immediately when there is no other way to get home. Instead, you should call for a safe ride home and, while waiting, clearly distance yourself from the alcohol).

**Consequences.**

Students may be suspended from practices or participation in interscholastic competition or participation in co-curricular activities for violations of the Code of Conduct. The period of suspension or other discipline for such offenses shall be determined by the school administration.

The disciplinary consequence will be determined based on consideration of the seriousness of the offense, any prior violations, the student's compliance with the self-reporting obligations, the student's level of cooperation and willingness to resolve the matter, and the student's demonstration of a commitment to not commit future violations.

Because of the significance of drug and alcohol violations on the student participants, other students and the school, the following consequences are established for such violations:

**Drugs and Alcohol.**

An activity participant who violates the drug or alcohol rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 45 days.
2. Second or Any Subsequent Offense: One calendar year.
3. Reduction for Self-Reporting: If the student has self-reported, the first violation shall be reduced to 21 days for the first violation. A commensurate reduction (approximately one-half, as determined by the administration) for a second or subsequent violation shall be given for self-reporting.
4. Reduction for Participation in Chemical Dependency Program: If the student and parents agree to participate in a school-approved program for chemical dependency, the consequence will be reduced to only the next activity in which the student was to participate (including at least one contest) in the case of a first violation, and to a commensurate reduction (approximately 80%, as determined by the administration, for a second or subsequent violation).  
The program must be administered by a certified alcohol and drug abuse counselor and be approved by the school authorities. The student will need to successfully complete the approved chemical dependency program. Proof of successful completion of program must be submitted in writing to the Activities Director. Failure to participate and successfully complete the approved chemical dependency program may cause the participating student to be suspended from extracurricular activities for one calendar year. All costs associated with the program are to be borne by the student/parent or guardian.
5. More Serious Violations: In the event of more serious drug or alcohol violations, such as students engaging in use of especially serious drug offenses (cocaine, meth, etc.) or procuring alcohol for minors, the consequence of the violation is not limited by the foregoing, and may be established in the good discretion of the administration.

**Steroid Offenses.** A student who possesses, dispenses, delivers, or administers anabolic steroids shall be prohibited from participating in any extracurricular activity for the following minimum periods:

1. First Violation: 30 consecutive days.
2. Second or Any Subsequent Offense: One calendar year.

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions

in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

**Letters and Post-Season Honors.** A student who commits a Code of Conduct violation is:

1. Eligible to letter, provided the student meets the criteria of the coach or sponsor.
2. Not eligible to receive honors during the sport or activity in which they are participating at the time of the offense and/or in sports or activities in which they have been suspended due to a code violation. The coach/sponsor, with the Athletic Director's approval, may make an exception where the student has self-reported or otherwise demonstrated excellence in character allowing for such honors.

**Self-Reporting.** A student who violates the Code of Conduct must self-report. The self-report must be made to: the principal, athletic director, or the head coach or sponsor of an activity in which the student participates. The student's parent or guardian may initiate the self-reporting process, but the student will be later required to give a written statement of the self-report. The self-report must be made the earlier of: (1) before the end of the next school day after the conduct occurred and (2) before participation in an extracurricular or co-curricular activity.

In making a self-report, the student must identify the events that took place, what conduct the student engaged in, and any witnesses to the student's conduct, and will be required to put this information in a written statement. In the event the student has received a criminal citation, charge, or ticket, and proclaims innocence of a violation, the student will be required to self-report such offense and provide information as to why they should be found innocent, not as it relates to the criminal offense, but as it relates to the Code of Conduct.

All students are expected to be honest and forthright with school officials. In the event the coach or activity sponsor or any school administrator asks a student participant for information pertaining to compliance (or lack of compliance) by the student or other student participants with the Code of Conduct or eligibility conditions for participation in activities, the student is expected to fully, completely, and honestly provide the information. Students may be disciplined for a failure to be honest and forthright.

**Determining a Violation Has Occurred.** A violation of the Code of Conduct will be determined to have occurred based on any of the following criteria:

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.

4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

**Procedures for Extracurricular Discipline.** The following procedures are established for suspensions from participation in extracurricular activities:

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting can not reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.
3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
  - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
  - c. If a hearing is requested:

- i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
  - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
  - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
  - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### **Section 3 Attendance**

Student participants are expected to meet the following attendance expectations:

1. Attend school regularly. Students who have "excessive absences" as determined under the school's attendance policy are ineligible to participate in extracurricular activity contests or performances. Students who have four or more unexcused absences in the semester of participation will be ineligible to participate in extracurricular activity contests or performances.
2. Be on time for all scheduled practices, contests and departure for contests. In the event a participant is unable to attend a practice or contests the participant should contact the coach or sponsor in advance.
3. On the day of a contest, performance or other activity, be in attendance for the full day. A student who is not in attendance the full day is ineligible for the contest, performance, or activity.

Exceptions may be made for extenuating circumstances, such as doctor/dentist appointments or family emergencies. The exception must be approved by the Principal or Athletic Director.

Every attempt should be made to be in attendance the day of a contest. Sleeping in to rest up for the game will not be considered an extenuating circumstance, nor will going home ill and then returning to play in the contest later that day.

**Section 4 Academic Standards**

Participation in extracurricular school activities is encouraged and desirable for all students. At the same time, the primary mission and responsibility for each student is to establish a firm academic foundation. A student participating in extracurricular school activities must show evidence of sincere effort towards scholastic achievement. To be eligible for participation in extracurricular activities, students must:

1. Be enrolled in at least 25 credit hours in the semester of participation.
2. Maintain passing grades in all courses. A student who is not passing one or more classes at progress reporting times will be ineligible to participate in extracurricular activity contests or performances if the grade remains below passing one week after progress reporting time. The student will remain ineligible until the student is passing all classes.
3. Maintain an overall “C” average to participate in extracurricular activities, except school dances.
4. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are a part of the student’s grade requirements.

Legal Reference: Neb. Rev. Stat. §§ 79-254 to 79-296

Date of Adoption: [Insert Date]

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

The District shall implement regulations and practices which will ensure compliance with the Drug-Free Schools and Communities Act and all regulations and rules promulgated pursuant thereto. The District's safe and drug-free schools program is established in accordance with principles of effectiveness as required by law to respond to such harmful effects.

**Education and Prevention**

The District promotes comprehensive, age appropriate, developmentally based drug and alcohol education and prevention programs, which will include in the curriculum the teaching of both proper and incorrect use of drugs and alcohol for all students in all grades of this School District. Further, the District will have proper in-service orientation and training for all employed staff.

**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING

TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

- to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
  6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

StudentsDrug and Substance Use and Prevention**Drug-Free Schools**

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**Standards of Conduct; Notice to Students and Parents**

Students are to be provided a copy of the standards of conduct for student behavior in the District which prohibit the unlawful possession, use, or distribution of illicit drugs and alcohol on school premises or as a part of any of the school's activities. It shall be the further policy of the District to keep a file showing receipt of standards of conduct and a statement of disciplinary sanctions that may be taken for violations of such standards of conduct. The receipt shall be signed by both student and parent or guardian and returned to the respective Principal. It shall contain in prominent letters the following language:

"RECEIPT SHALL SERVE TO DEMONSTRATE THAT YOU AS PARENT OR GUARDIAN OF A STUDENT ATTENDING [NAME] PUBLIC SCHOOLS HAVE RECEIVED NOTICE OF THE STANDARDS OF CONDUCT OF THIS DISTRICT EXPECTED OF STUDENTS CONCERNING THE ABSOLUTE PROHIBITION AGAINST THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF ANY OF THE SCHOOL'S ACTIVITIES AS DESCRIBED IN BOARD POLICY OR ADMINISTRATIVE REGULATION. THIS NOTICE IS BEING PROVIDED TO YOU PURSUANT TO P.L. 101-226 AND 34 C.F.R. PART 86, BOTH FEDERAL LEGAL REQUIREMENTS FOR THE DISTRICT TO OBTAIN ANY FEDERAL FINANCIAL ASSISTANCE. YOUR SIGNATURE ON THIS RECEIPT ACKNOWLEDGES THAT YOU AND YOUR CHILD OR CHILDREN WHO ARE STUDENTS ATTENDING THIS DISTRICT FULLY UNDERSTAND THE DISTRICT'S POSITION ABSOLUTELY PROHIBITING THE UNLAWFUL POSSESSION, USE, OR DISTRIBUTION OF ILLICIT DRUGS AND ALCOHOL ON SCHOOL PREMISES OR AS A PART OF THE SCHOOL'S ACTIVITIES AS HEREIN ABOVE DESCRIBED AND THAT COMPLIANCE WITH THESE STANDARDS IS MANDATORY. ANY NON-COMPLIANCE WITH THESE STANDARDS CAN AND WILL RESULT IN PUNITIVE MEASURES BEING

TAKEN AGAINST ANY STUDENT FAILING TO COMPLY WITH THESE STANDARDS."

**Drug and Alcohol Education and Prevention Program of the District Pursuant to the Safe and Drug-Free Schools and Communities Laws and Regulations**

Students are to be provided an age appropriate, developmentally based drug and alcohol education and prevention program. The program educates on the adverse effects of the use of illicit drugs and alcohol, with the primary objective being the prevention of illicit drug and alcohol use by students.

**Drug and Alcohol Counseling, Rehabilitation and Re-entry Programs**

Students are to be provided information concerning available drug and alcohol counseling, rehabilitation, and re-entry programs within sixty miles of the administrative offices of the District or, where no such services are found, within the State of Nebraska. Information concerning such resources shall be presented to all of the students of the District upon request by the counselor.

In the event of disciplinary proceedings against any student for any District policy pertaining to the prohibition against the unlawful possession, use, or distribution of illicit drugs and alcohol, appropriate school personnel shall confer with any such student and his or her parents or guardian concerning available drug and alcohol counseling, rehabilitation, and re-entry programs that appropriate school personnel shall consider to be of benefit to any such student and his or her parent or parents or guardian.

**Safe and Drug-Free Schools-- Parental Notice of Right to Withdraw**

Parents will be notified that, if upon receipt of information regarding the content of safe and drug free school programs and activities other than classroom instruction a parent objects to the participation of their child in such programs and activities, the parent may notify the School District of such objection in writing. Upon the receipt of such notice the student will be withdrawn from the program or activity to which parental objection has been made.

**Standards of Student Conduct Pertaining to the Possession, Use, or Distribution of Illicit Drugs, Alcohol or Tobacco.**

These standards are in addition to standards of student conduct elsewhere adopted by board policy or administrative regulation. The District's standards prohibit the possession, use, or distribution of illicit drugs, alcohol or tobacco (including electronic nicotine delivery systems) on school premises, in school vehicles, or as a part of any of the school's activities on or off school premises. Conduct prohibited at places and activities as hereinabove described shall include, but not be limited to, the following:

1. Possession, use distribution or being under the influence of any controlled substance, including but not limited to marijuana, any narcotic drug, any hallucinogen, any stimulant, or any depressant.
2. Possession of any prescription drug in an unlawful fashion.
3. Possession, use, distribution or being under the influence of alcohol.
4. Possession, use, distribution, or being under the influence of any abusable glue or aerosol paint or any other chemical substance for inhalation, including but not limited

- to lighter fluid, whiteout, and reproduction fluid, when such activity constitutes a substantial interference with school purposes.
5. Possession, use, or distribution of any look-alike drug or look-alike controlled substance when such activity constitutes a substantial interference with school purposes.
  6. Possession, use or distribution of any tobacco product (including electronic nicotine delivery systems).

### **Disciplinary Sanctions**

Violation of any of the above prohibited acts will result in disciplinary sanction being taken within the bounds of applicable law, up to and including short term suspension, long term suspension, expulsion, and referral to appropriate authorities for criminal prosecution. In particular, students should be aware that:

1. Violation of these standards may result in suspension or expulsion.
2. Prohibited substances will be confiscated and turned over to law enforcement authorities.
3. The student may be referred for counseling or treatment.
4. Parents or legal guardian will be notified.
5. Law enforcement will be notified.
6. If it appears there is imminent danger to the student, other students, school personnel, or students involved, emergency medical services will be contacted.

### **Intervention**

The [Name] Public School District does not have the authority or responsibility to make medical or health determinations regarding chemical dependency. However, when observed behavior indicates that a problem exists which may affect the student's ability to learn or function in the educational climate or activity, the school then has the right and responsibility to refer the student for a formal chemical dependency diagnosis based on behavior observed by school staff. The school will issue a statement to all students and employed staff that the use of illicit drugs and the unlawful possession and use of alcohol is wrong and harmful. The school shall make available to students and employed staff information about any drug and alcohol counseling, and rehabilitation and re-entry programs, which are available to students.

### **Administration**

The administration is authorized to adopt such administrative rules, regulations or practices necessary to properly implement this policy. Such regulations, rules or practices may vary the procedures set forth herein to the extent necessary to fit the circumstances of an individual situation. Such rules, regulations and practices may include administrative forms, such as checklists to be used by staff to record observed behavior and to determine the proper plan of action.

Date of Adoption: [Insert Date]

StudentsSchool Dances

A school sponsored dance is a school activity subject to all provisions of the Student Activity Code, and is a privilege available to students meeting all requirements for participation.

**General Rules of Student Conduct at Dances.** In addition to all rules of student conduct in the Student handbook, students attending dances shall adhere to the following rules of conduct:

1. Who Can Attend: Only students of [Name] Public Schools and their guests may attend.
  - a. Students currently attending [Name] High School or another Nebraska high school who have not been restricted from attending extracurricular activities at [Name] High School or their own school are generally considered appropriate dates or invited guests.
  - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
  - c. Some school dances may be restricted to students attending specified grades levels at [Name] Public Schools. For any dances at the middle school level, only students attending [Name] Public Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
  
2. Prohibited Substances: Alcoholic beverages, illegal drugs, and tobacco (including electronic nicotine delivery systems) are prohibited. Anyone using these or showing the affects of use will not be allowed admission or, if discovered after admission, be removed from the dance. Their parents may be contacted.

Students and their dates may be required to submit to a breathalyzer prior to gaining entrance. Those who choose not to submit to a breathalyzer will not gain entrance. Law enforcement will be contacted if there is reasonable suspicion that the student or a student's date is under the influence of alcohol or drugs.
  
3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

**Eligibility for Selection of Royalty.** Nomination and selection of royalty for school sponsored dances is an honor awarded by students to those of their peers that exemplify the highest standards of integrity and achievement. Students nominated for dance royalty must have demonstrated through their conduct, academic achievement and activities that they have represented, and will represent, themselves, their classmates, and their school in a manner which reflects outstanding effort, commitment to their school and fellow students, and integrity and good citizenship in the school and in the community. The students selected to be the “royalty” for the Homecoming and Prom or any other school sponsored dance or activity shall meet that general standard as determined by the administration and, in addition, meet the following specific academic, activity and conduct standards:

1. Specific Dance Eligibility and Selection Requirements:
  - a. Homecoming Queen & King:
    - Only a senior girl shall be eligible to be Queen and only a Senior boy shall be eligible to be King.
    - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
  - b. Prom King and Queen:
    - Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
    - To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

Date of Adoption: [Insert Date]

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  - b. Persons who are younger than 16 or older than 19 years of age and not attending high school are generally considered to not be appropriate dates or invited guests for our school dances.
  - c. Some school dances may be restricted to students attending specified grades levels at [Name] Public Schools. For any dances at the middle school level, only students attending [Name] Public Schools in the grade(s) for which the dance is being held may attend.
  - d. Students who have been suspended from school or from extracurricular activities may not attend.
  - e. The school reserves the right to exclude persons who may or do cause a disruption or detract from the event. Dates or invited guests not attending our school are expected to follow the same rules of conduct which apply to our students.
  - f. Rules for dances may restrict students and their guests from leaving the dance until the dance ends without written parental permission on a form provided.
  - g. Students or their guests who engage in inappropriate behavior, whether on or off of the dance floor, may be asked to leave.
  
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3. Appropriate Attire: Students and their guests must meet the dress code requirements established for each dance. Teachers or administrators will make the final decision as to whether or not a student's attire is appropriate. Students will be asked to change unacceptable items, which may mean that the student may have to return home to change

the inappropriate clothing. It is advisable to check in advance of the dance with the Principal or staff sponsor for the event if you are uncertain about your attire.

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    - To be eligible, a candidate must agree to attend the entire Homecoming Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the student body during Homecoming week. Crowning will be held at the fall sports event deemed to have the largest attendance.
  - b. Prom King and Queen:
    - Only a Senior girl shall be eligible to be Queen and a Senior boy shall be eligible to be King. The candidates may not have been previously selected as royalty at another school sponsored dance.
    - To be eligible, a candidate must agree to attend the entire Prom Dance and represent the school properly.
    - The queen and king will be chosen from the qualified nominees by secret vote of the junior class.

Date of Adoption: [Insert Date]

InstructionCurriculum – Assessments (Policy No. 6211)1. State Assessments.

The [Name] Public School District has adopted an assessment plan and has aligned the curriculum with the state approved content standards. The assessment plan includes a schedule and procedures for assessing success in achieving state standards.

Teachers are to clearly articulate the learning targets and align instruction to the learning targets within each of the content standards. Teachers are to give students instruction on the content prior to students being assessed on each content standard in order to provide learning opportunities for all students.

The assessments are to be conducted in accordance with the assessment plan schedule. Teachers are to conduct the assessments in a manner that assures it accurately assesses whether or not students are meeting the targets outlined by the content standards.

Assessment results are to be reported by the teachers in the manner and within the time directed by the administration or designee. The assessment data is to be used to meet state standards, to provide students and parents with information about student progress, to enhance school improvement planning, and to improve instruction. The assessment data is to be evaluated by teachers to monitor student learning and to improve instruction or terminate ineffective teaching practices to ensure students are being given the opportunity to meet the standards.

2. Achieving Valid Assessments.

Educators are responsible for maintaining the integrity of the assessments to ensure that assessments provide a valid measure of student progress and accomplishments. Educators are not to engage in any practice that may result in assessment results that do not reflect student learning, knowledge, skills or abilities in the area assessed.

For purposes of this policy, student assessments include both “standardized assessments” (including state assessments, norm referenced tests, and evaluations conducted for special education eligibility) and “coursework assessments” (e.g., classroom tests, quizzes, and other evaluative tools used to assign grades).

The following specific assessment expectations and rules apply:

- a. Integrity of the Assessment Instrument. The integrity of the assessment instrument is to be maintained.
  - i. Standardized Assessments. Standardized assessment instruments are not to be made available to students at any time before the student takes the assessment. The assessment instrument is to be maintained in a secure manner.

- ii. Coursework Assessments. Coursework assessment instruments are to be periodically modified to keep the assessments current and prevent students from effectively using “test banks.” For coursework assessments that are given on a repeat basis to students at different times (e.g., a test that is given to students throughout the school day), the educator is to remind students to not share the content of the assessment with students who will be taking the assessment later.

b. Teaching for Success on Assessments.

It is appropriate for educators to prepare students to do well on assessments. This is to be accomplished in a manner that assures the assessment accurately reflects the student’s knowledge, and not simply test preparation.

- i. Teach the Content. Educators are to prepare students to do well on assessments by teaching the subject content. Educators are not to “teach to the test” by teaching based solely on the content of the assessment. The content is to be taught to the students over an appropriate amount of time prior to the assessment. “Cramming” assessment content just before the assessment is to be taken is not appropriate. Review of content previously taught is appropriate.
- ii. Practice Tests. Educators are to prepare students by teaching test taking skills independent of the subject matter being assessed. Educators are not to conduct reviews (drills) using earlier (no longer published) versions of the same test, using alternate (parallel) forms of the same published test, or using actual items from the current form of a standardized test that will be administered to students. Educators are not to conduct reviews (drills) using items of identical format (for example, multiple choice) to the exclusion of other formats.

c. Conditions for Successful Assessments.

- i. Communications. Educators are to communicate to students and parents when assessments will be administered, the purpose of the assessment and how the assessment results will be used. Educators are to motivate students to do their best on assessments. Educators are to read and be familiar with assessment administration directions in advance and communicate the rules to students accurately and clearly.
- ii. Climate. Educators are to have sufficient assessment materials available (e.g., No. 2 pencils, if needed). The classroom is to be arranged to allow comfortable seating. Distractions are to be eliminated. Educators in nearby classrooms are to be informed that the assessment is to be administered so noises from neighboring classrooms are kept at a minimum. Activities or arrangements are to be made for students who finish early so such students do not cause a distraction to other students still taking the assessment.

- iii. Security. Educators are to monitor students while administering assessments to ensure students are complying with standards of academic integrity. Students who violate standards of academic integrity are to be reported to the administration.
- d. Full Participation. Educators are to make efforts to have all eligible students take the assessments. The educator should develop a list of students who will be exempted from assessment and the reason for the exemption and submit the list for review and approval by the Principal.
- e. Assistance During Assessments.
  - i. Standardized Assessments. Educators are not to provide assistance to students while a standardized assessment is being administered except as provided for in a student's 504 Plan or IEP. This includes giving "hints," giving extra time, reading the tests to students or defining or pronouncing words for students, allowing students access to instructional material related to the content of the assessment (e.g., displaying a map during a social studies assessment) or allowing students access to mechanical aids (e.g., calculators).
  - ii. Coursework Assessments. For coursework assessments, students may be allowed access to instructional materials or mechanical aids only when all students being given the assessment are given the aids and use of the aids does not hinder the students from learning the content of the lesson.
- f. Student Answers. Assessments are to reflect the students' work as submitted by the students. During the assessments, educators are to monitor students to make sure directions are being followed (e.g., students are using a No. 2 pencil on all "bubble" sheet assessments and completely erase mistaken answers and extra marks on "bubble" sheet assessments). Educators are not to change answers on a student's assessment sheet or otherwise participate in the submission of false or misleading assessment results.

All employees are to adhere to the Nebraska Student-Centered Assessment System (NSCAS) Security Procedures and report breaches in security to Superintendent or the Superintendent's assessment designee for report to the Nebraska Department of Education. Professionalism, common sense, and practical procedures provide the framework for testing ethics.

Violations of the rules and expectations set forth in this policy will be considered to be a breach of the District's standard of ethics and may result in disciplinary consequences. Educators are to report suspected violations of the expectation to the administration. The administration is to investigate and appropriately respond to violations of the expectations.

Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: [Insert Date]

InstructionCurriculum – Assessments (Policy No. 6211)1. State Assessments.

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Legal Reference: NDE Rule 10.05; NDE Rule 27.004.02H and 004.03D

Date of Adoption: [Insert Date]

InstructionCombined District and School Title I Parent and Family Engagement Policy

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

**In General**

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

- Parents and family members of all students are welcomed and encouraged to become involved with their child's school and education; this includes parents and family members that have limited English proficiency, limited literacy, are economically disadvantaged, have disabilities, racial or ethnic minority background or are migratory children. Information related to school and parent programs, meetings, school reports and other activities are sent to the parents of participating children in a format, and to the extent practicable, in a language the parents can understand.
- Parents are involved in the planning, review, evaluation and improvement of the Title I program, Parent and Family Engagement Policy and the School-Parent Compact at an annual parent meeting scheduled at a convenient time. This would include the planning and implementation of effective parent and family involvement activities.
- Conduct, with meaningful parent and family involvement, an annual evaluation of the content and effectiveness of the Parent and Family Engagement Policy. Use the evaluation findings to design evidence-based strategies for more effective parental involvement, and to revise the Parent and Family Engagement Policy.
- Opportunities are provided for parents and family members to participate in decisions related to the education of their child/children. The school and local educational agency shall provide other reasonable support for parental involvement activities.
- Parents of participating children will be provided timely information about programs under this part, a description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress and the achievement levels of the challenging State academic standards. The school will provide assistance, opportunities, and/or materials and training to help parents work with their children to improve their children's academic achievement in a format, and when feasible, in a language the parents and family members can understand.
- Educate teachers, specialized instructional support personnel, principals, and other school leaders, with the assistance of parents in the value and utility of contributions of parents, how to reach out to, communicate with and work with parents as equal partners.
- Coordinate and integrate parental involvement programs and activities with other Federal, State and local programs, including preschool programs that encourage and support parents in more fully participating in the education of their children.

Internal Board Policies - OrganizationStanding Committees

It shall be the policy of [Name] Public Schools that the following will be the standing committees of the Board of Education:

1. Negotiations Committee
2. Committee on American Civics
3. Transportation/Facilities
4. Budget Committee
5. Policy Committee
6. Administration Review Committee

It shall further be the policy of [Name] Public Schools that the Superintendent shall appoint the members of the above committees.

Legal Reference: Neb. Rev. Stat. § 79-724  
Neb. Rev. Stat. § 79-520

Date of Adoption: [Insert Date]

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Neb. Rev. Stat. § 79-520

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationStanding Committee on American Civics

It shall be the policy of [Name] Public Schools that the Committee on American Civics shall consist of three members appointed by the Board President. The Committee shall meet at least twice per year. One of the responsibilities of this committee will be to examine recommended social studies textbooks and report findings based on this examination to other members of the Board of Education. The Committee shall take all other steps to ensure compliance with Nebraska law.

It shall further be the policy of [Name] Public Schools that the Committee on American Civics shall review all major proposals prepared by the superintendent of schools and instructional staff for adoption of new textbooks, development of new instructional programs, revision of existing instructional programs, modification of established graduation requirements, and other related matters. After the review is completed, the Committee on Curriculum and Americanism will make a recommendation to the full Board of Education about approval or adoption of the matter under consideration.

Legal Reference: Neb. Rev. Stat. § 79-724  
Neb. Rev. Stat. § 79-520  
LB 399 (2019)

Date of Adoption: [Insert Date]

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                          LB 399 (2019)

Date of Adoption: [Insert Date]

Personnel - All EmployeesWage Information

The District will not terminate or retaliate against any employee for inquiring about or sharing compensation information for the purpose of determining whether the District gives equal pay for equal work. However, an employee with authorized access to wage information as part of their job function, who discloses the wages of other employees to those who do not have authorized access to other employees' compensation information, may be disciplined for such disclosure, up to and including termination, unless the disclosure is made in response to a complaint or investigation proceeding, hearing or other similar action.

Legal Reference: LB 217 (2019)

Date of Adoption: [Insert Date]

StudentsMilitary Recruiters

The District will provide access to routine directory information to each student in a high school grade upon a request made by a military recruiter, unless the student's parent or guardian has submitted a written request that the student's information not be shared with a military recruiter. The District will provide military recruiters with the same access to a student in a high school grade as the District provides to postsecondary educational institutions or to prospective employers of such students.

If a parent or guardian does not want his or her student's information to be provided to a military recruiter, the parent must submit a written request to the Superintendent.

Legal Reference: LB 575 (2019)

Date of Adoption: [Insert Date]



Cheryl Rieck &lt;crieck@rcentral.org&gt;

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**Free and Reduced Price Meals**

2 messages

**Cheryl Rieck** <crieck@rcentral.org>

Fri, Apr 12, 2019 at 9:24 AM

To: "Stephens, Michelle" &lt;michelle.stephens@nebraska.gov&gt;

Hi Michelle -

At our Audit Review Meeting, you mentioned that our Policy 6500 Free and Reduced Price Meals was not within guidance. Should this policy be eliminated all together? Or revised?

Thank you,

--

*Cheryl Rieck**Raymond Central Public Schools**402-785-2615***Free & Reduced Price Meals.pdf**

518K

**Stephens, Michelle** <Michelle.Stephens@nebraska.gov>

Fri, Apr 12, 2019 at 10:35 AM

To: Cheryl Rieck &lt;crieck@rcentral.org&gt;

Eliminate all together

Michelle Stephens, Program Specialist

Nutrition Services

Nebraska Department of Education

TEL (402) 471-2487

FAX (402) 471-4407

TOLL FREE (800) 731-2233

301 Centennial Mall South

P.O. Box 94987

Lincoln, NE 68509-4987

Michelle.stephens@nebraska.gov

<http://www.education.ne.gov/ns/>

[Quoted text hidden]

**Free and Reduced Price Meals**

The Raymond Central Public Schools has agreed to participate in the National School Lunch Program (NSLP) and accepts responsibility for providing free and reduced price meals to eligible children in the schools under its jurisdiction. The school food authority assures the State Department of Education that the school system will uniformly implement the following policy to determine children's eligibility for free and reduced price meals in all National School Lunch Programs. In fulfilling its responsibilities the school food authority:

- A) Agrees to serve meals free to children from families whose income is at or below that established by the NSLP for free meals.
- B) Agrees to serve meals at a reduced price to children from families whose income is at or below that established by the NSLP for reduced meals listed.
- C) Agrees to provide these benefits to any child whose family income falls within the criteria established by the NSLP for free or reduced meals after deductions are made for the following special hardship conditions which could not reasonably be anticipated or controlled by the household:
  - 1. Unusually high medical expenses
  - 2. Shelter costs in excess of 30 percent of reported income
  - 3. Special education expenses due to the mental or physical condition of a child
  - 4. Disaster or casualty losses

In addition, agrees to provide these benefits to children from families who are experiencing strikes, layoffs and unemployment which cause the family income to fall within the criteria established by the NSLP for free or reduced meals.

- D) Agrees there will be no physical segregation of, nor any other discrimination against, any child because of his inability to pay the full price of the meal. The names of the children eligible to receive free and reduced price meals shall not be published, posted or announced in any manner and there shall be no overt identification of any such children by use of special tokens or tickets or any other means. Further assurance is given that children eligible for free or reduced price meals shall not be required to:
  - 1. Work for their meals
  - 2. Use a separate lunch room
  - 3. Go through a separate serving line
  - 4. Enter the lunchroom through a separate entrance
  - 5. Eat meals at a different time
  - 6. Eat a meal different from the one sold to children paying the full price
- E) Agrees in the operation of child nutrition programs, no child shall be discriminated against because of race, sex, color, or national origin.
- F) Agrees to establish and use a fair hearing procedure for parental appeals of the school's decisions on applications and for school officials' challenges to the correctness of information contained in an application or continued eligibility of any child for free or reduced price meals. During the appeal and hearing the child will continue to receive free or reduced priced meals. A record of all such appeals and challenges and their dispositions shall be retained for three (3) years. Prior to initiating the hearing procedures, the parent or local school official may request a conference to provide an opportunity for the parent and school official to discuss the situation, present information, and obtain an explanation of data

submitted in the application and decisions rendered. Such a conference shall not in any way prejudice or diminish the right to a fair hearing. The hearing procedure shall provide the following:

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

Legal Reference: National School Lunch Act, 42 U.S.C. § 1751 et. seq.  
Child Nutrition Act, 42 U.S.C. § 1771 et. seq.

Date of Adoption: May 18, 2009



May 31, 2019

Raymond Central Public Schools:

Thank you for the invitation to bid on your school's dairy program for the 2019-2020 school years. Unfortunately, we are unable to submit a bid at this time.

Please keep us on your mailing list for future bids.

**Dean Foods**  
**Attn: Dana Hunzeker**  
**220 SW 32<sup>nd</sup> Street**  
**Lincoln, NE 68522**  
**E-Mail: [dana\\_hunzeker@deanfoods.com](mailto:dana_hunzeker@deanfoods.com)**  
**Fax: 402-474-8739**  
**Phone: 402-474-8709**





**Raymond Central Public Schools**  
Agnew • Ceresco • Davey • Raymond • Valparaiso

May 20, 2019

Hiland Dairy  
Lewie Bokelman  
5220 NW 38<sup>th</sup> Street  
Lincoln, NE 68524

Dear Mr. Bokelman:

Please submit a price quote for the following dairy items for the 2019-20 school year.

Do you provide storage containers? yes  
How often do you deliver? 2 x a week

1/2 Pint 1% White Milk .1765  
1/2 Pint White SKIM Milk .1725  
~~1 1/2~~ 1/2 Pint Chocolate Fat Free Milk .1977  
~~1 1/2~~ 1/2 Pint Strawberry Fat Free Milk .1977

Please submit your bid by Monday, June 3, 2019. Bids may be faxed (402-785-2097) or emailed (creeck@rcentral.org). Raymond Central Public Schools has the right to reject or accept any or all bids. Thank you for your prompt reply.

Sincerely,

Dr. Derrick Joel  
Superintendent

Company Hiland Dairy

Please sign as the respective bidder.

Name Mike Poulson

Phone Number 402-405-2325

Email address mpoulson@hilanddairy.com

Date 5-31-19

Fax Number 402-470-2425

## HOT LUNCH PRICE COMPARISON

	LUNCH PRICES				BREAKFAST PRICES				MILK
	ELEMENTARY	SECONDARY	REDUCED	ADULT	ELEMENTARY	SECONDARY	REDUCED	ADULT	PRICES
2007-2008	\$1.95	\$2.10	\$0.40	\$2.90	\$0.90	\$0.00	\$0.30	\$1.40	\$0.25
2008-2009	\$2.00	\$2.15	\$0.40	\$3.00	\$0.95	\$0.00	\$0.30	\$1.45	\$0.30
2009-2010	\$2.10	\$2.25	\$0.40	\$3.10	\$1.05	\$0.00	\$0.30	\$1.55	\$0.30
2010-2011	\$2.10	\$2.25	\$0.40	\$3.10	\$1.05	\$0.00	\$0.30	\$1.55	\$0.30
2011-2012	\$2.15	\$2.30	\$0.40	\$3.10	\$1.10	\$0.00	\$0.30	\$1.55	\$0.30
2012-2013	\$2.15	\$2.30	\$0.40	\$3.10	\$1.30	\$0.00	\$0.30	\$1.55	\$0.40
2013-2014	\$2.25	\$2.40	\$0.40	\$3.25	\$1.35	\$0.00	\$0.30	\$1.60	\$0.45
2014-2015	\$2.35	\$2.50	\$0.40	\$3.30	\$1.40	\$0.00	\$0.30	\$1.65	\$0.45
2015-2016	\$2.45	\$2.60	\$0.40	\$3.40	\$1.50	\$0.00	\$0.30	\$1.75	\$0.45
2016-2017	\$2.55	\$2.70	\$0.40	\$3.40	\$1.55	\$0.00	\$0.30	\$1.80	\$0.45
2017-2018	\$2.60	\$2.75	\$0.40	\$3.55	\$1.60	\$1.60	\$0.30	\$2.15	\$0.45
2018-2019	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50
2019-2020	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50

# 1 to 1 Chromebook Initiative Policies and Procedures

Raymond Central Public Schools is proud to offer our students Chromebook devices for use at school. The 1 to 1 Chromebook program, which provides mobile computing and wireless technology to all grades 3-12 students, has been designed to enhance delivery and assist with individualized instruction.

**For parents and students, the following information is provided to help everyone understand the expectations and the responsibility of care and use related to receiving a Chromebook.**

- Students will receive instruction on the proper use and care of a Chromebook.
- Students will be able to access the Chromebook during the school year once the student and parent have signed the Chromebook Loan Agreement Form, The Student Handbook Receipt, and paid the required technology fee.
- Students are expected to treat the Chromebook as a valuable piece of equipment.
- Students must take all precautions to prevent theft; for example, do not leave the Chromebook unattended or in an unsafe place.
- Students must take precautions to prevent damage to the Chromebook; for example, do not leave the Chromebook where there is danger of coming into contact with moisture or excessive heat/cold temperatures.
- Students are to use the Chromebook to access only educationally and socially appropriate materials and websites.
- Students are to use the Chromebook in accordance with all Raymond Central Public Schools technology policies including all stipulations found on the Chromebook Loan Agreement Form.
- Chromebooks are property of Raymond Central Public Schools and must be returned at the end of the school year, upon withdrawal from Raymond Central Public Schools, and/or at the request of the administration. Willful failure to return the Chromebook in accordance with the stated conditions will result in criminal prosecution.
- Since the Chromebooks are property of the school district, officials of the school have the right to review all material stored on or accessed by any Chromebook and/or student. School officials may revoke a student's Chromebook privileges for any misuse or violation of policies.

## ***Receiving Your Chromebook***

Chromebooks will be assigned during our "Chromebook Orientation." At least one parent and student must attend an annual session for Chromebook orientation and information. Before being assigned a Chromebook, students and parents must sign and return the following items:

1. Chromebook Loan Agreement/Acceptable Use Form
2. Signed receipt of the Student/Parent Handbook
3. Pay technology fee

This equipment is, and at all times, remains the property of Raymond Central Public Schools of Raymond, Nebraska, and is here with lent to the Student/Borrower for educational purposes only for the academic school year. Student/Borrower may not deface or destroy this property in any way. Inappropriate use of the Chromebook may result in the Student/Borrower losing his/her right to use this Chromebook. The equipment will be returned to the school when requested by Raymond Central Public Schools, or sooner, if the Student/Borrower withdraws from Raymond Central Public Schools prior to the end of the school year.

Nebraska statutes 79-737 and 79-2,127 allow the District to obtain reimbursement from, or on behalf of, students for any damage to, loss of, or failure to return school property.

Student/Borrower acknowledges and agrees that his/her use of the District Property is a privilege and that by Student/Borrowers agreement to the terms hereof, Student/Borrower acknowledges his/her responsibility to protect and safeguard the District Property and to return the same in good condition and repair upon request by Raymond Central Public Schools. The Chromebook must be returned in good working order with all original parts.

*\*Any student and parent who may need assistance in paying the Chromebook technology fee should contact your building principal.*

### **Using Your Chromebook At School**

Chromebooks are intended for use at school each day. Students are responsible for bringing their Chromebooks to all classes each day, unless specifically told not to do so by a teacher or administrator. Repeat violations will result in disciplinary action.

Chromebooks must be brought to class each day fully charged. Chromebooks have battery life of up to 10 hours, so charging should not be needed throughout the school day. Charge stations will be available in a central location in the mornings and during lunch for those who need to charge. Only charge your Chromebook with the charger you are given at checkout or a school provided charger.

### **Chromebook Repairs**

- Loaner Chromebooks may be issued to students when they leave their Chromebooks for repair with the Technology team, if available.
- Students will be expected to return the loaner Chromebook by the end of the school day until their issued Chromebook returns from repair. The student is financially responsible for all damages and repairs to the Chromebook.

<b>Lost/Stolen/Destroyed</b>	<b>\$225</b>
<b>Screen Repair</b>	<b>\$100</b>
<b>AC Adapter</b>	<b>\$25</b>
<b>Cosmetic Damage</b>	<b>\$25</b>
<b>Upper / Lower Case</b>	<b>\$40/60</b>
<b>Keyboard</b>	<b>\$75</b>

### **Screensavers and Background**

- Only appropriate backgrounds and screensavers may be used on the Chromebook.
- Presence of any weapons-related, pornographic, inappropriate language, alcohol or drug-related, gang-related, or inappropriate pictures or words on the Chromebook or within its files, as determined by the administration, will result in disciplinary action and where appropriate, law enforcement officials.
- The Chromebook is the property of Raymond Central Public Schools. Therefore, staff, teachers, and administration have the right to check any material being used or stored on the Chromebook at any time.
- Violations of this policy can result in disciplinary action.

### **Sound**

Sound should always be muted unless permission is obtained from a teacher or administrator for educational purposes or earbuds are in use.

### ***Managing Your Files and Saving Your Work***

Students should save all of their work to their Google Drive. It is the student's responsibility to ensure work is not lost due to technical mistakes and accidental deletions.

### ***Security***

Chromebooks will be filtered by software for appropriate use at school and off campus. Parents/guardians are responsible for monitoring appropriate use while off school grounds.

The District is not responsible for any viruses that may be transferred to or from Student/Borrowers other data storage medium and Student/Borrower agrees to use his/her best efforts to assure that the District Property is not damaged or rendered inoperable by any such electronic virus while in Student/Borrowers possession.

### ***Inspection***

Students may be selected at random to provide their school-issued Chromebook for inspection without notice by administrators and/or the technology department.

### ***Chromebook Identification and Protection***

- Student Chromebooks will be labeled in the manner specified by the school. Under no circumstances are students to modify, remove, or destroy these labels.
- Tampering with the Chromebook security measures is forbidden. Violations of this policy will result in disciplinary action and possible loss of technology use privileges.

### ***Acceptable Use Guidelines***

- Students are responsible for their ethical, socially appropriate and educational use of the technology resources of Raymond Central Public Schools.
- Access to Raymond Central Public Schools technology resources is a privilege, not a right. Each employee, student, and/or parent will be required to follow all applicable technology, including stipulations in the Chromebook Loan Agreement and the Student/Parent Handbook.
- Transmission of any materials that is in violation of the law is prohibited and law enforcement will be contacted. This includes but is not limited to the following: confidential information, copyrighted material, threatening or obscene material, and Chromebook viruses.
- Any attempt to alter data, the configuration of the Chromebook, or the files of another user, without the consent of the administration and/or technology department, is against our Acceptable Use policy and will result in disciplinary action, including the loss of privileges to check out Chromebook for home use.
- The Student/Borrower agrees to not use the Chromebook for commercial use or political advocacy.

### ***Integrity and Civility***

In addition to any standard or rules established by the schools, the following behaviors are specifically prohibited as they violate the standard of integrity and civility associated with our school district:

- Cheating
- Plagiarizing
- Falsifying information
- Violating copyright laws
- Hacking into others' systems, including the school and/or district
- Gaining unauthorized access to any network or other Chromebook or computer

### ***Email***

Student/Borrower are assigned a school email account to use for appropriate academic communication with other students and staff members. Outside email accounts should not be used on this school device at any time.

### ***Technology Left in Unlocked Areas***

- Under no circumstances should Chromebooks or other technology equipment be left in unlocked areas. Do not leave unattended in locker areas, PE or athletic locker rooms, classrooms, commons areas, cafeteria, bathrooms, busses, or hallways. Any Chromebook left in these areas is in danger of being stolen.
- Lockers are always to be locked . Do not share your locker combination with anyone, including “best friends.”
- Unsupervised Chromebook will be confiscated by staff and taken to the administrative office. Disciplinary action may result from Chromebooks being left without supervision. Each student is responsible for his or her Chromebook once it has been issued to the student.

### ***Chromebooks in the Classroom***

All students will have the opportunity to utilize their Chromebook in their daily learning. Students are reminded that the machines are school property and should be treated accordingly. Students using the Chromebook for inappropriate uses at home or school will conference with an administrator to determine an appropriate consequence. Students who violate the educational intent of the Chromebook will be subject to the disciplinary procedures found in the Raymond Central High School Student/Parent Handbook related to the use of school technology, internet or general behavior.

- Teachers will notify students when the Chromebooks are appropriate for use in the classroom.
- Students may not use any gaming or social media applications during a scheduled class time.
- Students must keep volume on mute or will use earbuds.

**Please see the Chromebook Parent/Student Agreement in the Appendix. A signed copy must be on file in the High School Office to check out and use a school issued Chromebook.**

# Chromebook Parent / Student Loan Agreement/Acceptable Use Form

## Parent Responsibilities

Your son/daughter has been issued a Chromebook to improve and personalize his/her education while at school this year. It is essential the following guidelines be followed to ensure the safe, efficient, and ethical operation of this Chromebook.

- I will supervise my student's use of the Chromebook in the event there is a need to use it at home.
- I will discuss our family values and expectations regarding use of the internet and email at home and will supervise my student's use of the internet and email.
- I will not attempt to repair or alter the Chromebook.
- I will report to the school any problems with the Chromebook.
- I understand if my student comes to school without his/her Chromebook, they will be held accountable according to the student handbook.
- I agree to make sure the Chromebook is kept at school and returned upon my student's withdrawal from Raymond Central Public Schools.
- I have read and understand the expectations related to the Chromebook 1-to-1 learning initiative in the Raymond Central Public School Student/Parent Handbook.

## Student Responsibilities

Your Chromebook is an important learning tool and is for educational purposes only. In order to access your Chromebook each day, you must be willing to accept the following responsibilities:

- When using the Chromebook, I will follow the policies and student handbook of the Raymond Central Public Schools and abide by all local, state, and federal laws.
- I will treat the Chromebook with care by not dropping it, getting it wet, leaving it outdoors, or using it with food or drink nearby.
- My Chromebook is my responsibility and I will properly care for it at all times.
- I will not load inappropriate material on the Chromebook.
- I will honor my family values when using the Chromebook.
- I will not give personal information when using the Chromebook.
- I will bring the Chromebook to class every day with the battery fully charged.
- I agree email (school), or any other Chromebook communication should be used only for appropriate, legitimate, and responsible communication.
- I will keep all accounts and passwords assigned to me secure and will not share these with any other students.
- I will clean my Chromebook using only appropriate cleaning solution suggested by the school tech department.
- I will return the Chromebook when requested and upon my withdrawal from Raymond Central Public Schools.
- I have read and understand the expectations related to the Chromebook 1-to-1 learning initiative in the Raymond Central Public School Student/Parent Handbook.

Raymond Central Public Schools is NOT RESPONSIBLE, NOR LIABLE for and disclaims any liability arising from any injury or damage caused by or stemming from unauthorized access to the network, inappropriate use of unauthorized or authorized use of the network. The student and the student's parents/guardians, by submitting to the Acceptable Use Policy through your signature, agree to waive Raymond Central Public Schools from any liability for physical or emotional harm or damage to a student that is caused by or related to the inappropriate use of technology.

By signing this form, you are agreeing to this Chromebook Loan Agreement and Acceptable Use Form.

Parent Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Student Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

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