

Board of Education Regular Meeting

July 8, 2013 7:00 PM

District Board Office, Central Services
Building
765 Main St
Springfield, NE 68059

Agenda

- I. Site Committee Meeting
- II. Finance Committee Meeting
- III. Call to Order and Roll Call
- IV. Notice of Open Meetings Act - Posted
- V. Consent Agenda
 - V.A. Minutes of the Previous Month's Meetings
 - V.B. Treasurer's Report
 - V.C. Recommendation for Bill Payment
 - V.D. Open and Option Enrollment Applications
 - V.E. Statement of Activity Fund Account-PHS & PC
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. Taher Food Service Management Contract for 2013-14
- VIII. New Business
 - VIII.A. Hearing on Student Fees for 2013-14 at 7:10 PM
 - VIII.B. Hearing on Parental Involvement Policy-6400 at 7:15 PM
 - VIII.C. Elementary Student Handbook for 2013-14
 - VIII.D. Platteview Central Student Handbook for 2013-14
 - VIII.E. Platteview High School Student Handbook for 2013-14
 - VIII.F. Hire a lobbyist for the 2013-14 School Year
 - VIII.G. Personal Finance Course added to PHS Graduation Requirements- 1st Reading
 - VIII.H. New Tables for PHS Cafeteria
 - VIII.I. Blue Cross/ Blue Shield Open Enrollment 2013-14: Meet and Confer with Association
 - VIII.J. ESU #3 Driver Education Contract for 2013-14
- IX. Reports
 - IX.A. Legislative Report
 - IX.B. Finalize Retreat Plans
- X. Items from Patrons on Items Not on Agenda
- XI. Advance Planning
- XII. Adjourn



14801 S. 108th St.
Springfield, NE 68059
402-592-1300
www.springfieldplatteview.org

Finance Committee Report
June 2013

- Our cash balance from the General Fund is up from a year ago to \$4,933,927. Last year we were at \$4,474,952, up \$458,975 at this time.
- The projected spending for 2012-13 is between \$12.9 and \$13 million. I have showed this amount on our budget/ spending summary.
- We have receipts so far this year at \$10,615,833. We are expecting somewhere between \$13.1 and 13.2 million. There is a big tax draw that comes in August.
- Our other funds continue to stay at solid levels with little to no spending, other than our Building Fund which is starting to see some spending due to our summer projects.
- Now that the State legislature has finalized the state aid package for 2013-14, I will begin putting together our budget with the state forms and will start to have some discussions with the Board on budget matters for 2013-14. Please be thinking about whether you want me to build in \$.02 to \$.03 in the building fund for 2013-14. We will be able to do this because of our excess in cash reserve and moderate increases in revenue for 2013-14.
- Summer maintenance items are progressing well. The mower we are looking at paying for out of our depreciation is coming in a little higher than projected at around \$19,000.
- The Lunch Fund is still filtering through 2012-13 reimbursements and will probably come up around \$15,000 short from where we began the school year. Taher is guaranteeing us a \$10,000 profit in 13-14 with the required increase in lunch prices from the state. This should help supplement future costs of equipment, supplies, etc.
- We will review our revenue and spending in August to determine whether we will recommend possible transfers from the general fund to other funds at the end of the year. We do this to use our spending authority for 2012-13 and keep our other fund balances in good shape for future needs.

Board of Education Regular Meeting
June 10, 2013

The Site Committee meeting started at 6:00 p.m. Lori Bartels, Kyle Fisher, Bob Icenogle and Brenda Sherman were present. Possible facility projects were discussed.

The Finance Committee started at 6:30 p.m. Lori Bartels, Kyle Fisher, Bob Icenogle and Brenda Sherman were present. Finance reports were reviewed by the committee. Discussion of the bills took place. The committee meeting adjourned at 6:55 p.m.

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:00 p.m., Monday, June 10, 2013, at the District Board Office, Central Services Building. Present: Lori Bartels, Kyle Fisher, Bob Icenogle, Jennifer Kreifels, Brenda Sherman. Absent: Brian Wichman.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Brian Wichman joined the meeting at 7:06.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Sherman informed the board and the public that the Act is located on the west wall of the board room.

Action to remove resignation from the Consent Agenda to be considered as a separate agenda item passed with a motion by Fisher and a second by Icenogle. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Action to approve the Consent Agenda as amended passed with a motion by Fisher and a second by Icenogle. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

The district has received a letter of resignation from Dan Craney who has served as an Industrial Technology teacher for fifteen years. Board members expressed their appreciation for Mr. Craney's many years of service. Action to accept the resignation of Dan Craney passed with a motion by Fisher and a second by Bartels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

There were no items from patrons on agenda items.

The Board and Superintendent continued discussions in the areas of facility improvement planning and possible future projects in the district. The district's contracted architectural and engineering firm presented estimated costs and possible renderings of the different projects being considered.

The Superintendent is working with the NDE and Taher in developing this contract. After NDE approval is given, the superintendent will bring the contract back to the Board for approval to work with Taher during the 2013-14 school year.

The administration presented a calendar for approval for the 2014-15 school year. The calendar has been reviewed and recommended by each Building Leadership team and the Springfield Platteview Teachers Association. Action to approve the 2014-15 school calendar as presented passed with a motion by Fisher and a second by Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

President Sherman reviewed the board self-assessment process.

The board reviewed Policy 5415 - Anti-Bullying Policy as required by board policy.

Brett Richards reviewed the negotiations timeline and discussed the next steps in the process. He also gave a legislative update, a Site Committee report and a policy report.

There were no items from patrons on items not on the agenda.

Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn the meeting at 8:40 p.m. passed with a motion by Kreifels and a second by Bartels. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Jenny Kreifels, Secretary Board of Education

Board of Education Work Session
June 24, 2013

A meeting of the Board of Education of Springfield Platteview Community Schools in the County of Sarpy, in the State of Nebraska, was convened in open and public session at 7:03 p.m., Monday, June 24, 2013, at the District Board Office, Central Services Building. Present: Lori Bartels, Kyle Fisher, Bob Icenogle, Brenda Sherman, and Brian Wichman. Absent: Jennifer Kreifels. Kreifels joined the meeting at 7:15 p.m.

Notice of the meeting and committee meetings were given in advance thereof by posting in at least five public places as shown by the certificate of posting notice attached to these minutes. Notice of this meeting was simultaneously given to all members of the Board of Education, and a copy of their acknowledgment of receipt of notice and the agenda was communicated in the advance notice and in the notice to the Board of Education of this meeting. All proceedings hereafter shown were taken while the convened meeting was open to the attendance of the public.

Statute 84-1407 to 84-1414 require that the Open Meetings Act be posted in the meeting room. President Sherman informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

Superintendent Richards reported on a Learning Community study on district boundaries and common levy, possible facility projects, Policy 6271 - Travel for All Students In and Out of State, Policy 4131 - Tutor/Agents, and a food service management contract with Taher, Inc. Board President, Brenda Sherman, reported on the Board Self-Evaluation review.

As per policy, the board conducted the 2nd superintendent evaluation for his first year of service. The 2nd year the superintendent will have an annual evaluation presented in December. Action to approve the superintendent's June evaluation as presented passed with a motion by Fisher and a second by Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

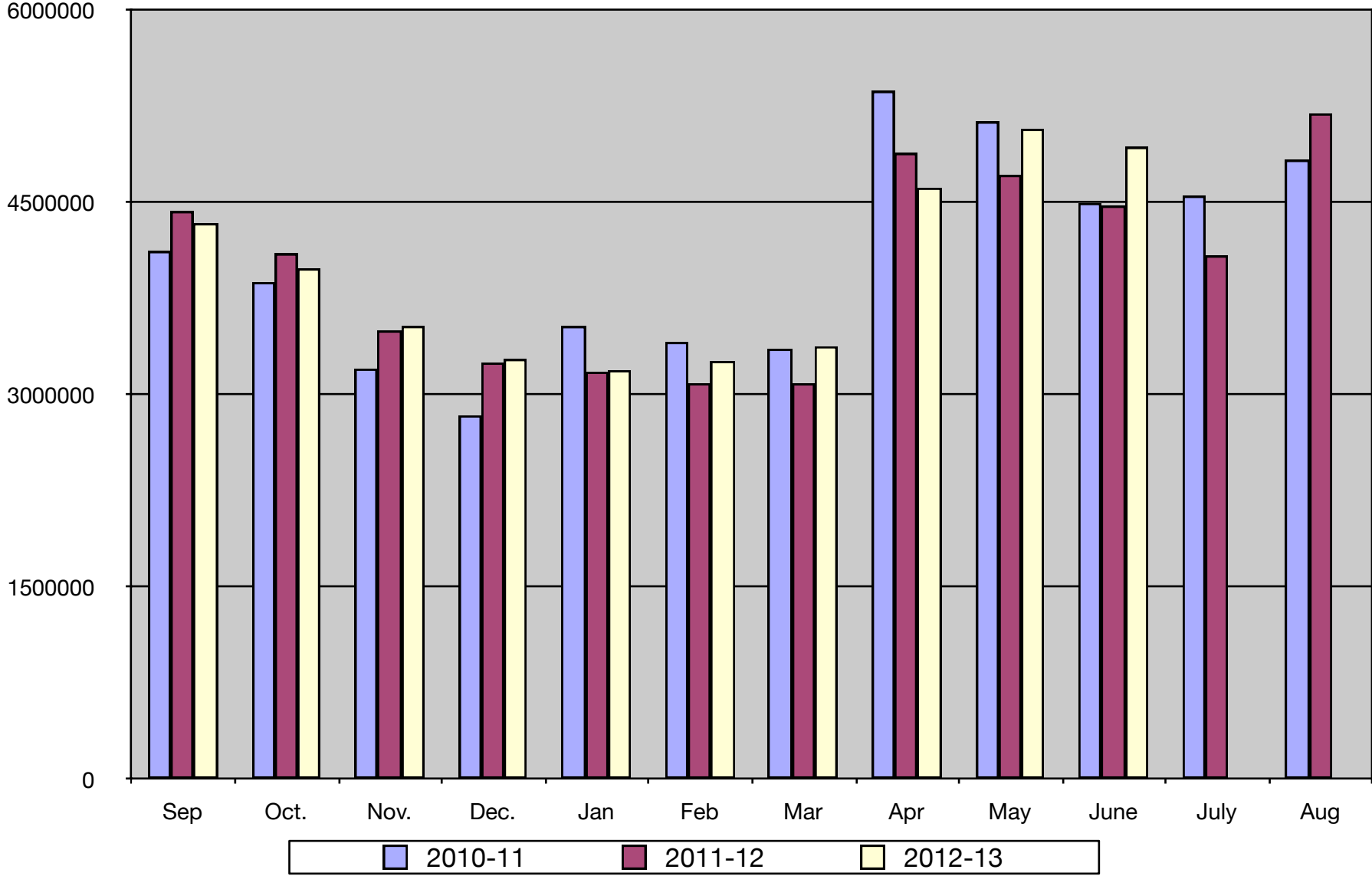
Board members reviewed their upcoming schedule of meetings, trainings, and conventions. Significant school calendar items were also discussed.

Action to adjourn at 9:10 p.m. passed with a motion by Kreifels and a second by Wichman. Vote: Yeas - Bartels, Fisher, Icenogle, Kreifels, Sherman, Wichman. Nays - None.

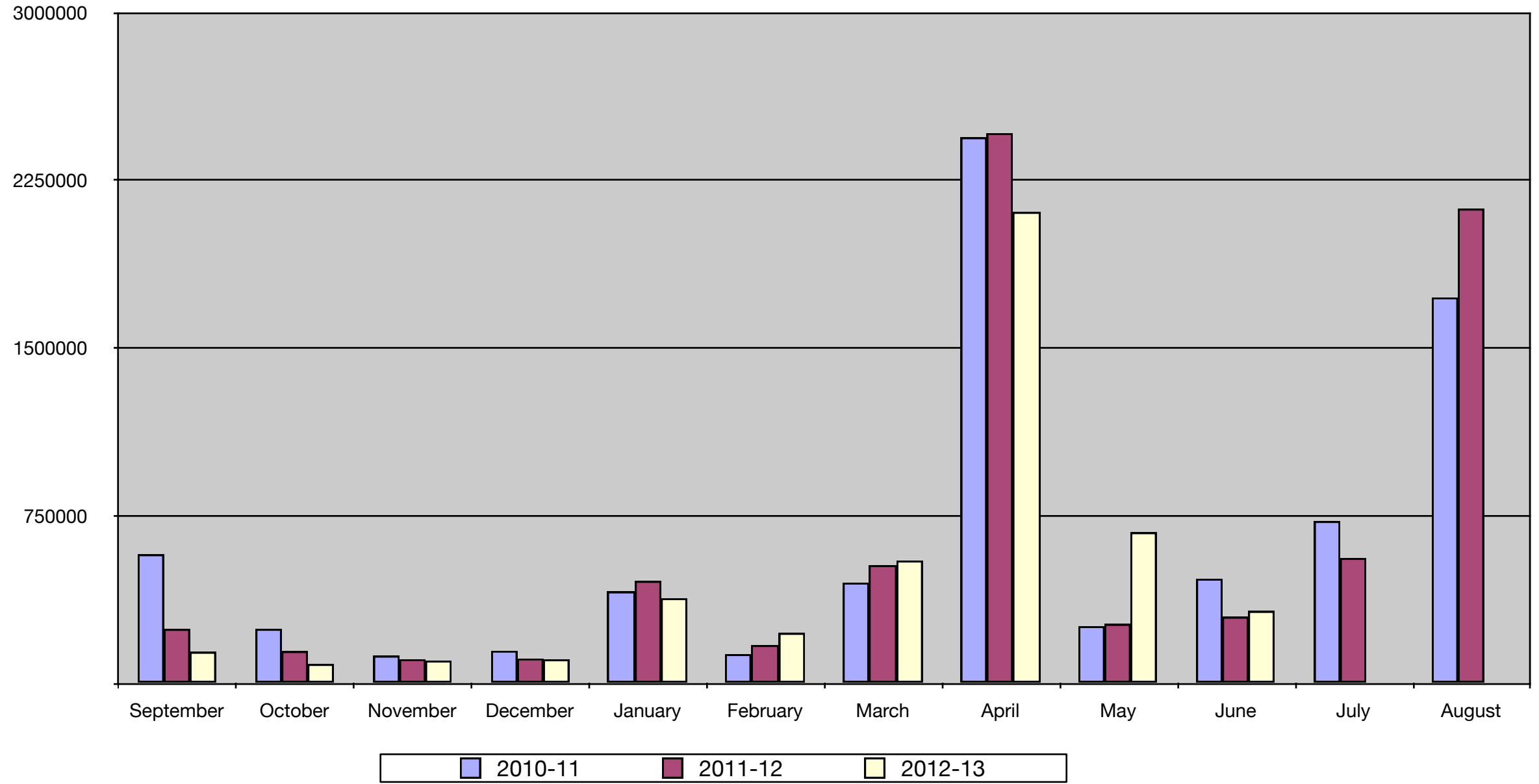
Thoma Bumgardner, Recording Secretary
Jenny Kreifels, Secretary Board of Education

			2011	2012	2013
	Mar	General Fund	\$ 3,358,571.14	\$ 3,089,521.96	\$ 3,378,625.93
		Emp. Benefit Fund	\$ 455,640.90	\$ 502,861.67	\$ 478,849.96
		Building Fund	\$ 1,191,097.01	\$ 1,486,866.58	\$ 1,184,947.85
		School Lunch	\$ 95,516.92	\$ 123,723.58	\$ 95,332.74
		Bond Fund	\$ 184,333.53	\$ 167,973.22	\$ 152,291.31
		Depreciation Fund	\$ 150,012.20	\$ 210,382.15	\$ 210,640.37
		March Total	\$ 5,435,171.70	\$ 5,581,329.16	\$ 5,500,688.16
	Apr	General Fund	\$ 5,370,556.89	\$ 4,886,114.31	\$ 4,615,835.43
		Emp. Benefit Fund	\$ 455,713.30	\$ 502,915.06	\$ 478,891.94
		Building Fund	\$ 1,383,748.21	\$ 1,485,961.46	\$ 1,185,065.51
		School Lunch	\$ 97,264.09	\$ 130,182.01	\$ 112,494.23
		Bond Fund	\$ 353,749.82	\$ 345,556.43	\$ 322,893.16
		Depreciation Fund	\$ 150,042.00	\$ 210,407.94	\$ 210,658.84
		April Total	\$ 7,811,074.31	\$ 7,561,137.21	\$ 6,925,839.11
	May	General Fund	\$ 5,132,100.07	\$ 4,715,150.89	\$ 5,074,928.65
		Emp. Benefit Fund	\$ 455,793.21	\$ 502,968.45	\$ 478,932.61
		Building Fund	\$ 1,429,599.40	\$ 1,447,336.63	\$ 1,175,056.50
		School Lunch	\$ 93,425.01	\$ 123,235.45	\$ 104,209.24
		Bond Fund	\$ 316,422.81	\$ 302,480.43	\$ 323,217.79
		Depreciation Fund	\$ 150,074.89	\$ 210,430.28	\$ 210,676.73
		May Total	\$ 7,577,415.39	\$ 7,301,602.13	\$ 7,367,021.52
	Jun	General Fund	\$ 4,496,558.67	\$ 4,474,952.06	\$ 4,933,927.40
		Emp. Benefit Fund	\$ 725,890.33	\$ 503,018.00	\$ 478,969.35
		Building Fund	\$ 1,428,352.13	\$ 1,420,941.49	\$ 1,160,078.11
		School Lunch	\$ 81,916.36	\$ 109,501.34	\$ 99,268.85
		Bond Fund	\$ 320,586.04	\$ 307,996.56	\$ 323,217.79
		Depreciation Fund	\$ 150,105.73	\$ 210,451.18	\$ 210,692.89
		June Total	\$ 7,203,409.26	\$ 7,026,860.63	\$ 7,206,154.39

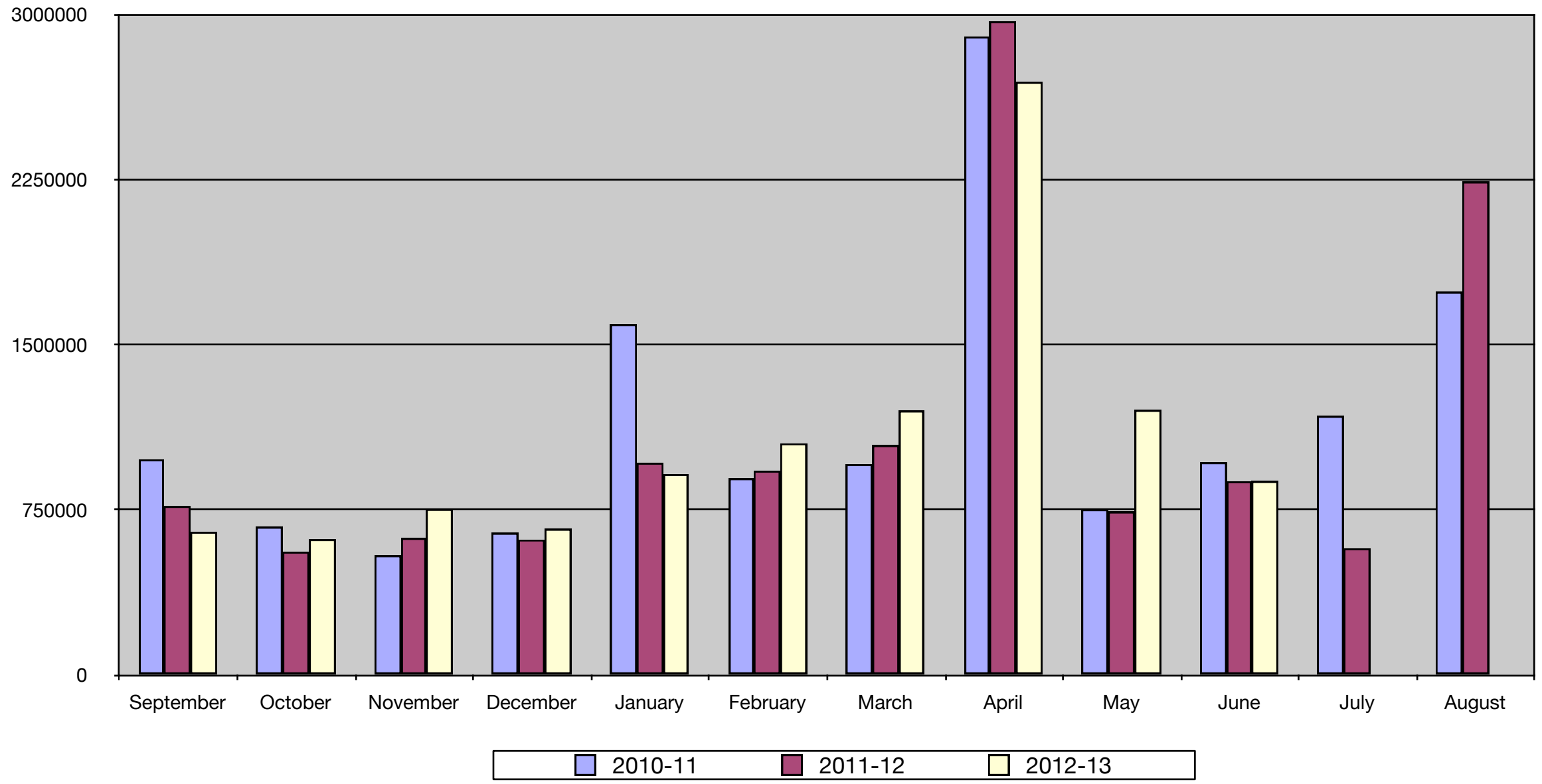
General Fund Balance 2012-13



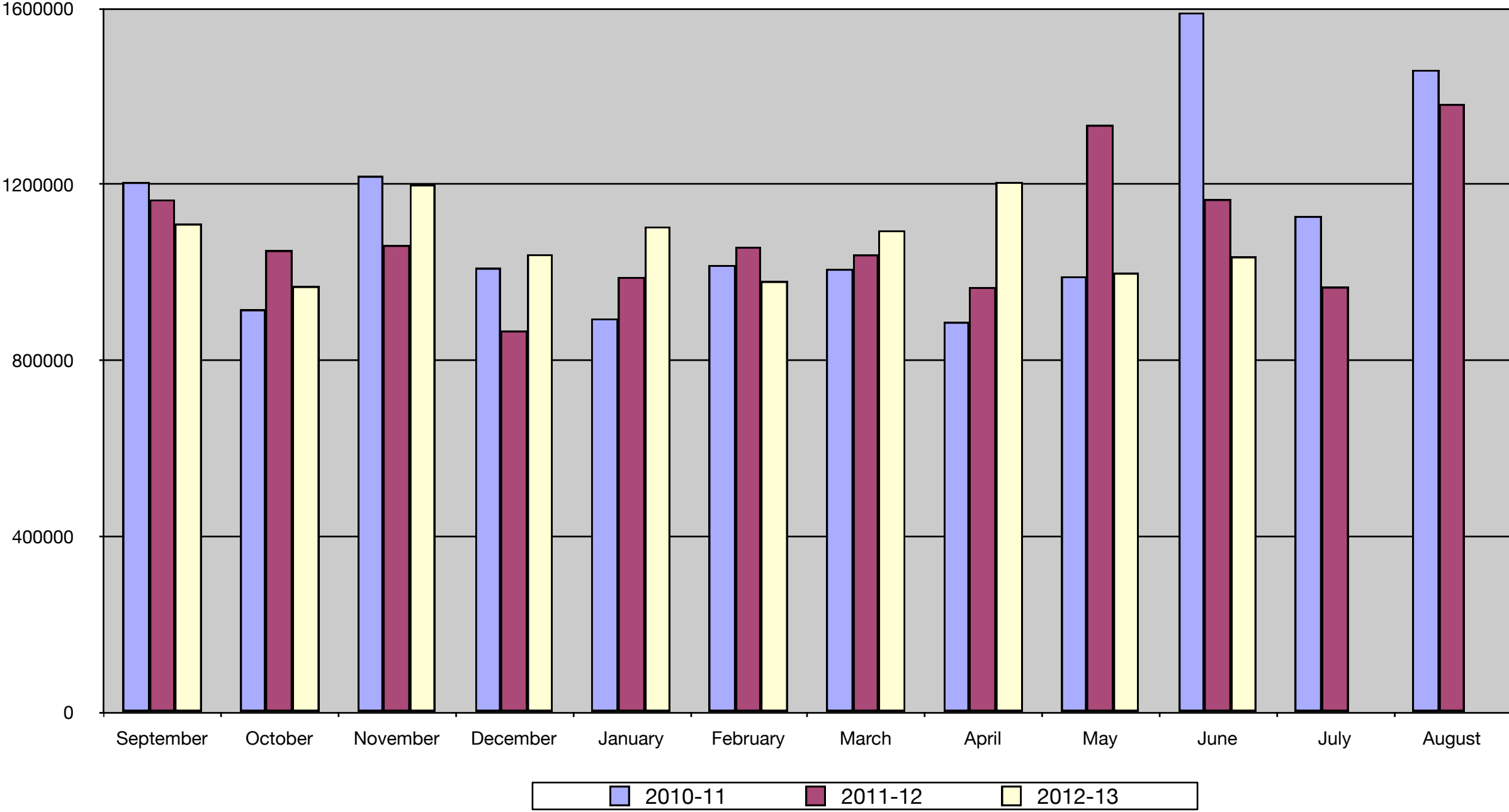
General Fund Tax Draws 2012-13



General Fund Receipts 2012-13



General Fund Expenses 2012-13



Balance as of last day of the month			
Month	2010-11	2011-12	2012-13
September	4,120,937	4,432,867	4,338,547
October	3,878,943	4,102,405	3,985,892
November	3,203,816	3,501,467	3,536,230
December	2,839,223	3,250,924	3,278,783
January	3,535,722	3,179,664	3,191,901
February	3,411,905	3,089,943	3,263,470
March	3,358,571	3,089,522	3,378,626
April	5,370,557	4,886,114	4,615,835
May	5,132,100	4,715,151	5,074,928
June	4,496,559	4,474,952	4,933,927
July	4,552,632	4,086,579	
August	4,833,068	5,195,319	
Tax Draw			
Month	2010-11	2011-12	2012-13
September	576,133	242,348	139,895
October	242,742	143,088	85,459
November	122,621	107,279	100,777
December	145,119	110,261	106,390
January	409,818	457,212	379,986
February	129,707	170,125	224,566
March	449,387	527,732	548,216
April	2,441,341	2,460,560	2,107,552
May	255,006	264,592	674,661
June	467,045	296,739	322,621
July	724,854	559,706	
August	1,725,494	2,122,164	
TOTALS	7,689,267	7,461,806	4,690,123
Receipts			
Month	2010-11	2011-12	2012-13
September	978,157	766,094	649,211
October	671,984	558,644	615,551
November	542,349	621,089	752,636
December	644,302	613,946	662,527
January	1,591,838	962,582	911,505
February	892,124	926,471	1,050,937
March	956,436	1,042,417	1,199,470
April	2,898,012	2,967,045	2,692,301
May	751,225	740,760	1,202,370
June	964,938	878,204	879,324
July	1,175,417	574,017	
August	1,738,765	2,239,318	
TOTALS	13,805,547	12,890,587	10,615,833
Expenses			
Month	2010-11	2011-12	2012-13
September	1,204,718	1,165,400	1,110,071
October	915,102	1,049,702	968,066
November	1,218,763	1,061,521	1,199,125
December	1,009,674	867,049	1,040,798
January	894,863	989,049	1,103,856
February	1,016,341	1,057,630	979,502
March	1,007,381	1,040,119	1,095,238
April	886,892	966,107	1,205,089
May	990,589	1,334,787	998,460
June	1,590,361	1,165,898	1,035,487
July	1,127,650	966,746	
August	1,460,208	1382362	
TOTALS	13,322,542	13,046,370	10,735,692

Fund	Budget 12-13	Expenditures	Ending Balance	% spent
1100-Instruction	\$6,303,043	\$5,392,003	\$911,040	85.55%
1150- Limited English	\$10,000	\$160.17	\$9,839.83	1.60%
1160- Poverty Programs	\$85,144	\$58,222	\$26,922	68.38%
1200- SPED Instruction	\$190,675	\$155,901	\$34,774	81.76%
1210- SPED School Psychology	\$120,781	\$99,843	\$20,938	82.66%
1220- SPED	\$1,030,014	\$839,045	\$190,969	81.46%
1230- SPED tuition paid	\$305,000	\$212,889	\$92,111	69.80%
1240- SPED Clerical/ Aide	\$166,638	\$135,442	\$31,196	81.28%
1290- SPED/ Early Childhood	\$62,175	\$59,957	\$2,218	96.43%
1310- Gifted	\$70,725	\$53,978	\$16,747	76.32%
1320- Special Reading	\$44,043	\$30,349	\$13,694	68.91%
2120- Guidance Services	\$292,719	\$231,813	\$60,906	79.19%
2130- Health Services	\$159,621	\$119,334	\$40,287	74.76%
2190- Other Pupil Services	\$10,000	\$7,597	\$2,403	75.97%
2210- Learning Improvement	\$222,650	\$163,581	\$59,069	73.47%
2220- Libraries	\$255,311	\$218,082	\$37,229	85.42%
2230- Audio Visual Fund	\$13,150	\$4,855	\$8,295	36.92%
2310- Board of Education	\$35,000	\$36,991	-\$1,991	105.69%
2320- Executive Administration	\$320,071	\$236,289	\$83,782	73.82%
2330- Public Relations	\$30,800	\$25,371	\$5,429	82.37%
2410- Office of the Principal	\$892,145	\$701,982	\$190,163	78.68%
2510- Gen. Admin Business Services	\$296,475	\$163,210	\$133,265	55.05%
2520- Vehicle Acquisition	\$13,000	\$10,023	\$2,977	77.10%
2610- Operation of Plant	\$867,908	\$703,511	\$164,397	81.06%
2620- Maintenance	\$366,208	\$272,310	\$93,898	74.36%
2750- Regular Transportation	\$490,500	\$424,115	\$66,385	86.47%
2760- SPED Transportation	\$237,000	\$207,383	\$29,617	87.50%
2790- Learning Community Transportation	\$30,000	\$20,255	\$9,745	67.52%
3135- High Ability	\$10,614	\$10,908	-\$294	102.77%
4100- Title I	\$62,558	\$52,852	\$9,706	84.48%
4320- Title IIA	\$30,929	\$25,295	\$5,634	81.78%
4404- IDEA Base	\$80,614	\$65,300	\$15,314	81.00%
4408- IDEA Pre-Schools	\$14,885	\$11,226	\$3,659	75.42%
4410- IDEA Poverty	\$138,392	\$122,162	\$16,230	88.27%
4700- Carl Perkins	\$3,500	\$2,210	\$1,290	63.14%
6000- Summer School	\$22,713	\$7,722	\$14,991	34.00%
8000- Transfers	\$215,000	\$0	\$215,000	0.00%
Totals	\$13,500,001	\$10,882,166.17	\$2,617,834.83	80.61%
Spending Goal	\$12,900,000			84.36%

Reconciliation Summary

BANK STATEMENT -- CLEARED TRANSACTIONS:

Previous Balance:			2,425.76
Checks and Payments	1	Item	-2,068.18
Deposits and Other Credits	0	Items	0.00
Service Charge	0	Items	0.00
Interest Earned	0	Items	0.00
Ending Balance of Bank Statement:			357.58

YOUR RECORDS -- UNCLEARED TRANSACTIONS:

Cleared Balance:			357.58
Checks and Payments	2	Items	-350.58
Deposits and Other Credits	0	Items	0.00
Register Balance as of 6/30/2013:			7.00
Checks and Payments	0	Items	0.00
Deposits and Other Credits	0	Items	0.00
Register Ending Balance:			7.00

Administrative Revolving - Jun 2013

6/1/2013 through 6/30/2013

7/1/2013

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Date	Account	Num	Description	Memo	Category	Clr	Amount
BALANCE 5/31/2013							2,776.20
6/3/2013	Administrative	5249	POSTMASTE...	1-01-2510-341 POSTAGE		R	-10.92
6/5/2013	Administrative	5250	MARCUS TH...	1-01-2210-690 SUPPLIES		R	-60.00
6/7/2013	Administrative	5251	CHILDREN'S ...	1-01-2130-630 REGISTR FEE			-75.00
6/10/2013	Administrative	5252	WINDSTREAM	1-01-2510-342 PHONE		R	-975.96
6/10/2013	Administrative	5253	S.I.D.	1-12-2610-323 WATER & SE...			-50.56
6/12/2013	Administrative	5254	JUST POP'D	1-01-2210-690 SUPPLIES		R	-70.00
6/13/2013	Administrative	TXFR	TRANSFER F...			R	1,668.43
6/1/2013 - 6/30/2013							425.99
BALANCE 6/30/2013							3,202.19
TOTAL INFLOWS							1,668.43
TOTAL OUTFLOWS							-1,242.44
NET TOTAL							425.99

Nebraska Public Agency Investment Trust

**PO Box 82529
Lincoln, NE 68501
(800) 640-8817
(402) 323-1615**

Account Activity for June 01, 2013 to June 30, 2013

Participant Name:

SOUTH SARPY SCHOOL DISTRICT #46
14801 S 108TH ST
SPRINGFIELD NE 68059-4925

Account Number: 126649-001

Beginning Balance: \$68,521.49

Date	Description	Authorization	Amount	Balance
6/30/2013	Auto-Post June Interest, Purchase		\$0.66	\$68,522.15

Ending Balance: \$68,522.15

Nebraska Public Agency Investment Trust
Daily Balance and Interest Report for: June 2013

Name: SOUTH SARPY SCHOOL DISTRICT #46

Account Number: 126649-001

Date	Daily Yield (Annualized)	Balance	Daily Accrual
6/01/2013	0.00012	\$68,521.49	\$0.02
6/02/2013	0.00012	\$68,521.49	\$0.02
6/03/2013	0.00010	\$68,521.49	\$0.02
6/04/2013	0.00010	\$68,521.49	\$0.02
6/05/2013	0.00010	\$68,521.49	\$0.02
6/06/2013	0.00010	\$68,521.49	\$0.02
6/07/2013	0.00010	\$68,521.49	\$0.02
6/08/2013	0.00024	\$68,521.49	\$0.04
6/09/2013	0.00024	\$68,521.49	\$0.04
6/10/2013	0.00010	\$68,521.49	\$0.02
6/11/2013	0.00010	\$68,521.49	\$0.02
6/12/2013	0.00010	\$68,521.49	\$0.02
6/13/2013	0.00010	\$68,521.49	\$0.02
6/14/2013	0.00010	\$68,521.49	\$0.02
6/15/2013	0.00010	\$68,521.49	\$0.02
6/16/2013	0.00010	\$68,521.49	\$0.02
6/17/2013	0.00010	\$68,521.49	\$0.02
6/18/2013	0.00010	\$68,521.49	\$0.02
6/19/2013	0.00010	\$68,521.49	\$0.02
6/20/2013	0.00010	\$68,521.49	\$0.02
6/21/2013	0.00010	\$68,521.49	\$0.02
6/22/2013	0.00017	\$68,521.49	\$0.03
6/23/2013	0.00017	\$68,521.49	\$0.03
6/24/2013	0.00010	\$68,521.49	\$0.02
6/25/2013	0.00010	\$68,521.49	\$0.02
6/26/2013	0.00010	\$68,521.49	\$0.02
6/27/2013	0.00010	\$68,521.49	\$0.02
6/28/2013	0.00010	\$68,521.49	\$0.02
6/29/2013	0.00010	\$68,521.49	\$0.02
6/30/2013	0.00010	\$68,521.49	\$0.02
Average Weighted Rate		Average Balance	Total Interest
0.01172 %		\$68,521.49	\$0.66

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS			
Treasurer's Report			
For the month ended June 30, 2013			
General Fund Now Account			
Bank Balance: Beginning of Reporting Period			\$ 412,404.42
Deposits:			
Springfield State Bank - Interest	\$ 46.43		
Transfer from Employee Benefit	\$ 0.00		
Transfers from Investment Account	\$ 1,033,727.84		
Transfer from Bond Fund	\$ 0.00		
Transfers from Lunch Fund Investment	\$ 15,474.03		
Transfers from Building Fund Investment	\$ 15,068.19		
			\$ 1,064,316.49
			\$ 1,476,720.91
Disbursements			
Bank Balance: End of Reporting Period			\$ 404,082.16
Outstanding Checks: End of Reporting Period			\$ 137,401.38
			\$ 266,680.78
NOW Account Balance: End of Reporting Period			
\$ 266,680.78			
General Fund Investment Account			
Available Balance: Beginning of Reporting Period			\$ 4,819,745.93
Deposits:			
Springfield State Bank - Interest	\$ 343.36		
Sarpy County Treasurer - Local Taxes	\$ 69,282.23		
Learning Community Common Taxes	\$ 169,820.56		
Sarpy County- MVT	\$ 83,518.39		
Liquor License	\$ 0.00		
State Aid	\$ 406,538.10		
SPED School Age Reimb.	\$ 140,499.00		
IDEA/Federal Grants/ Title	\$ 0.00		
Rentals	\$ 5,814.00		
Medicaid Payment	\$ 0.00		
Pre-School / Summer School Tuition	\$ 2,490.00		
Refunds and Reimbursements	\$ 542.41		
iPad Fees	\$ 459.00		
Postage	\$ 17.01		
			\$ 879,324.06
			\$ 5,699,069.99
Disbursements			
Transfers to General Fund NOW	\$ 1,033,727.84		
Administrative Revolving	\$ 1,668.43		
Returned checks/ fees	\$ 40.00		
Bank and other Service Charges	\$ 50.50		
			\$ 1,035,486.77
			\$ 4,663,583.22
Investment Account Balance: End of Reporting Period			
\$ 4,663,583.22			
General Fund Administrative Revolving Account			
Available Balance: Beginning of Reporting Period			\$ 4,284.90
Deposits:			
Transfers From General Fund Investment Acc't	\$ 1,668.43		
Transfers From Lunch Fund Investment Acc't	\$ 0.00		
Transfers From Building Fund	\$ 0.00		
			\$ 1,668.43
			\$ 5,953.33
Disbursements			
Bank Balance: End of Reporting Period			\$ 1,597.18
Outstanding Checks: End of Reporting Period			\$ 4,356.15
Outstanding Deposits: End of Reporting Period			\$ 950.31
Outstanding Deposits: End of Reporting Period			\$ 257.56
			\$ 3,663.40
Admin. Revolving Account Balance: End of Reporting Period			
\$ 3,663.40			
General Fund Administrative Revolving Account			
			\$ 3,663.40
General Fund NOW Account			
			\$ 266,680.78
General Fund Investment Account			
			\$ 4,663,583.22
TOTAL GENERAL FUND BALANCE			
\$ 4,933,927.40			
Employee Benefit Fund			
Available Balance: Beginning of Reporting Period			\$ 478,932.61
Deposits:			
Springfield State Bank - Interest	\$ 36.74		
Transfers From General Fund Investment Acc't	\$ 0.00		
PayFlex startup money	\$ 0.00		
Bank Balance: End of Reporting Period			\$ 478,969.35
Certificate of Deposit			
Available Balance: End of Reporting Period			\$ 478,969.35
Disbursements			\$ 0.00
			\$ 478,969.35
TOTAL EMPLOYEE BENEFIT BALANCE			
\$ 478,969.35			
Special Building Fund Investment Account			
Available Balance: Beginning of Reporting Period			\$ 1,175,056.50
Deposits:			
Springfield State Bank - Interest	\$ 89.48		
Sarpy County Treasurer - Local Taxes	\$ 0.32		
			\$ 89.80
			\$ 1,175,146.30
Disbursements			
Available Balance: End of Reporting Period			\$ 15,068.19
			\$ 1,160,078.11
TOTAL SPECIAL BUILDING FUND BALANCE			
\$ 1,160,078.11			
School Lunch Investment Account			
Available Balance: Beginning of Reporting Period			\$ 104,209.24
Deposits:			
Springfield State Bank - Interest	\$ 7.77		
Hot Lunches	\$ 7.35		
State/Federal Aid	\$ 9,964.17		
Miscellaneous	\$ 561.70		
			\$ 10,540.99
			\$ 114,750.23
Disbursements			
Coin Short/ Returned Checks	\$ 7.35		
Transfers to NOW	\$ 15,474.03		
			\$ 15,481.38
Available Balance: End of Reporting Period			\$ 99,268.85
			\$ 99,268.85
TOTAL SCHOOL LUNCH FUND BALANCE			
\$ 99,268.85			
Bond Fund Investment Account			
Available Balance: Beginning of Reporting Period			\$ 322,893.16
Deposits:			
Springfield State Bank - Interest	\$ 27.89		
Sarpy County Treasurer - Local Taxes	\$ 33,033.63		
			\$ 33,061.52
			\$ 355,954.68
Disbursements			
Transfer to NOW			\$ 32,736.89
Available Balance: End of Reporting Period			\$ 0.00
			\$ 323,217.79
TOTAL BOND FUND BALANCE			
\$ 323,217.79			
Depreciation Fund Account			
Available Balance: Beginning of Reporting Period			\$ 210,676.73
Deposits:			
Springfield State Bank - Interest	\$ 16.16		
Transfers from General Fund	\$ 0.00		
			\$ 16.16
			\$ 210,692.89
Disbursements			
Transfer to NOW			\$ 0.00
Available Balance: End of Reporting Period			\$ 210,692.89
			\$ 210,692.89
TOTAL DEPRECIATION FUND BALANCE			
\$ 210,692.89			

BILLS BY FUND FOR PAYMENT JULY 8, 2013			
GENERAL FUND			
Payee	Account Code	Reason	Amount
Apple, Inc.	1-01-1100-318	APPLECARE+ SERVICE FEE 20 @ \$49.00	\$ 980.00
Prime Communications, Inc.	1-01-1100-318	SUPPORT LICENSE RENEWAL	\$ 2,305.00
State of NE-Office of CIO	1-01-1100-318	ON-LINE SERVICE FEE	\$ 222.15
Quill Corp	1-01-1100-410	SUPPLIES	\$ 17.98
Staskiewicz, Frank	1-01-1100-410	REIMBR. SUPPLIES	\$ 32.08
ShopBot Tools, Inc.	1-01-1100-420	ROUTER	\$ 5,000.00
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 678.50
Quill Corp	1-01-1210-690	SUPPLIES	\$ 359.99
American Express	1-01-1240-410	CREDIT CARD PAYMENT	\$ 28.94
Educational Service #3	1-01-1240-630	FIERCE CONVERS.BELSKY,HASTY,KIRWAN,SIMF	\$ 199.00
Feldhacker, Heather L	1-01-2130-670	REIMBR MILEAGE	\$ 224.73
Feldhacker, Heather L	1-01-2130-670	REIMBR. MILEAGE	\$ 168.09
Holiday Inn-Kearney	1-01-2130-670	ROOM-FELDHACKER	\$ 157.90
Northwest Evaluation Association	1-01-2210-318	RENEWAL LICENSES	\$ 12,042.50
Alex Dostal	1-01-2210-410	REIMBR. SUPPLIES	\$ 21.09
AMAZON	1-01-2210-410	SUPPLIES	\$ 1,121.51
HyVee Food & Drug Store	1-01-2210-410	SUPPLIES	\$ 342.96
Educational Service #3	1-01-2210-630	FIERCE CONVERS.BELSKY,HASTY,KIRWAN,SIMF	\$ 199.00
Kirwan, Holli S	1-01-2210-670	REIMBR. MILEAGE	\$ 54.24
Cheris Kite	1-01-2210-690	GUIDED MATH PRESENTATION	\$ 250.00
Educational Service #3	1-01-2210-690	6/11/13 HOSPITALITY	\$ 440.00
Educational Service #3	1-01-2210-690	6/12/13 HOSPITALITY	\$ 14.00
Educational Service #3	1-01-2210-690	COPY MACHINE BILLING	\$ 13.59
Jennifer J. Nicholson	1-01-2210-690	GUIDED MATH PRESENTATION	\$ 275.70
NE Assoc Of School Boards	1-01-2310-630	LAW WORKSHOP-B.SHERMAN & K.FISHCER	\$ 120.00
NE Assoc Of School Boards	1-01-2310-630	UNEMPLOYMENT INSR. PROGRAM	\$ 174.00
Holiday Inn Express-Kearney	1-01-2310-670	ROOMS-K.FISHER & B. ICENOGLE	\$ 219.90
HyVee Food & Drug Store	1-01-2310-690	SUPPLIES	\$ 54.57
Harding & Shultz, P.C., L.L.O.	1-01-2320-317	LEGAL SERVICE	\$ 2,923.50
Omaha World Herald	1-01-2320-350	EMPLOYMENT ADD/LEGALS	\$ 1,481.73
Bumgardner, Thoma J	1-01-2320-670	REIMBR. MILEAGE	\$ 60.70
Richards, Brett A	1-01-2320-670	REIMBR. MILEAGE	\$ 151.98
Richards, Lindy M	1-01-2320-670	REIMBR. MILEAGE	\$ 30.90
American Express	1-01-2320-690	CREDIT CARD PAYMENT	\$ 303.31
Lukas Partners, Inc.	1-01-2330-318	PR SERVICE	\$ 595.60
Midlands Printing & Business Form	1-01-2330-350	SUPPLIES	\$ 562.01
American Express	1-01-2330-410	CREDIT CARD PAYMENT	\$ 283.16
Metropolitan Omaha Educational Co	1-01-2330-630	MEMBERSHIP 13/14	\$ 4,000.00
Midwest Office Automations	1-01-2510-318	COPIER LEASE	\$ 2,765.99
One Source	1-01-2510-318	BACKGROUND CHECKS	\$ 315.00
Totalfunds by Hasler	1-01-2510-341	POSTAGE	\$ 503.00
CenturyLink	1-01-2510-342	PHONE @ CO	\$ 218.77
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 390.47
MCI	1-01-2510-342	LONG DISTANCE PHONE	\$ 57.23
Verizon Wireless	1-01-2510-342	CELL PHONES	\$ 158.32
AMAZON	1-01-2510-410	SUPPLIES	\$ 24.79
Culligan Us Filter	1-01-2510-410	SUPPLIES	\$ 30.50
Quill Corp	1-01-2510-410	SUPPLIES	\$ 229.49
Elliff, Becky L	1-01-2510-670	REIMBR. MILEAGE	\$ 7.46
Molzer, Lori A	1-01-2510-670	REIMBR. MILEAGE	\$ 12.44
American Express	1-01-2520-336	CREDIT CARD PAYMENT	\$ 815.34
O'Reilly Automotive Inc	1-01-2520-337	SUPPLIES	\$ 69.43
ARR-Boone Brothers Roofing	1-01-2620-318	REPAIR @ PC	\$ 180.00
Great Plains Pest Services In	1-01-2620-318	PEST CONTROL	\$ 150.00
Kulm, Travis	1-01-2620-318	WEED SPRAY @ PHS	\$ 1,980.00
Kulm, Travis	1-01-2620-318	WEED SPRAY @ WM	\$ 475.00
Protex Central Inc	1-01-2620-318	FIRE ALARM INSPECTION	\$ 921.00
Protex Central Inc	1-01-2620-318	SMOKE DETECTOR @ LP	\$ 330.00
Protex Central Inc	1-01-2620-318	SMOKE DETECTOR @ PHS	\$ 215.00

Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ LP	\$ 400.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ PHS	\$ 1,860.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ SP	\$ 504.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ WM	\$ 672.00
Control Management Inc.	1-01-2620-319	CONTROL ROOM SERVICE	\$ 2,161.60
Hayes Mechanical, LLC	1-01-2620-319	REPAIR CHILLER @ PHS	\$ 888.80
Omaha Neon Sign Co., Inc.	1-01-2620-319	MESSAGE SIGN	\$ 423.80
Rainbow Glass And Supply	1-01-2620-319	MIRRORS @ CO	\$ 256.50
Grainger	1-01-2620-410	SUPPLIES	\$ 792.41
Hillyard/Sioux Falls	1-01-2620-410	SUPPLIES	\$ 59.98
Nebraska Air Filter Inc	1-01-2620-410	SUPPLIES	\$ 267.12
Papillion Hardware	1-01-2620-410	SUPPLIES	\$ 163.90
NE Council of School Administrators	1-01-4700-630	NCE CONFERENCE-T. STARKS	\$ 190.00
Hampton Inn Kearney	1-01-4700-670	ROOM-T. STARKS	\$ 179.90
ShopBot Tools, Inc.	1-01-4700-690	ROUTER	\$ 1,495.00
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 200.00
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 389.47
First Student	1-02-2750-318	ACTIVITY TRIPS	\$ 3,704.13
First Student	1-02-2750-318	FACILITY RENT	\$ (1,000.00)
First Student	1-02-2750-318	FUEL ESCALATOR	\$ 3,934.13
First Student	1-02-2750-318	REGULAR ROUTES	\$ 34,982.99
First Student	1-02-2750-318	ROUTE EXTENTIONS	\$ 1,701.54
First Student	1-02-2760-318	MAY SUMMER SCH DAYS	\$ 2,644.68
First Student	1-02-2760-318	SPED NON-DISTRICT DAYS	\$ 220.39
First Student	1-02-2760-318	SPED ROUTES	\$ 20,937.05
Happy, Yellow and Checker Cab Cor	1-02-2760-318	SPED TRANSPORTATION	\$ 96.00
First Student	1-02-2790-318	LC HOURS	\$ 2,498.88
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 160.00
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 370.76
Educational Service Unit #3 (ADMIN	1-10-1100-120	INTERLOCAL SUB MAY 2013	\$ 4,772.50
Educational Service Unit #3 (ADMIN	1-10-1100-210	INTERLOCAL SUB MAY 2013	\$ 365.12
Educational Service Unit #3 (ADMIN	1-10-1100-290	INTERLOCAL SUB MAY 2013	\$ 24.80
Educational Service Unit #3 (SPED)	1-10-1200-318	SPED SERVICE	\$ 991.39
Educational Service Unit #3 (SPED)	1-10-1230-362	SPED SERVICE	\$ 5,912.80
Emily R Wadhams, HPMT,MT-BC	1-10-1230-362	SPED SERVICE	\$ 400.00
First Student	1-10-1290-318	ACTIVITY TRIPS	\$ 271.60
Kids On The Move Inc	1-10-1290-318	SPED SERVICE	\$ 413.00
Snyder Charleson Therapy Services	1-10-1290-318	SPED SERVICE	\$ 4,757.50
HyVee Food & Drug Store	1-10-1290-410	SUPPLIES	\$ 71.40
Educational Service Unit #3 (ADMIN	1-11-1220-120	INTERLOCAL SUB MAY 2013	\$ 230.00
Educational Service Unit #3 (ADMIN	1-11-1220-210	INTERLOCAL SUB MAY 2013	\$ 17.60
Educational Service Unit #3 (ADMIN	1-11-1220-290	INTERLOCAL SUB MAY 2013	\$ 1.17
Demco Inc	1-11-2220-410	month/day/year,date stamper	\$ 9.29
Demco Inc	1-11-2220-410	S/H promo code FL218401	\$ 5.00
Follett Library Resources	1-11-2220-430	LIBRARY BOOKS	\$ 19.31
Center Trophy Company	1-11-2410-410	SUPPLIES	\$ 19.95
Black Hills Energy	1-11-2610-321	GAS SERVICE @ LP	\$ 43.42
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 390.00
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,558.69
City Of Springfield	1-11-2610-323	WATER & SEWER @ SP	\$ 168.30
Egan Supply Company	1-11-2610-410	SUPPLIES	\$ 63.86
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 179.56
Curriculum Associates	1-12-1100-410	I-READY MATH SUM SCH SUB	\$ 139.86
Engaging Technologies LLC	1-12-1100-460	SITE LICENSE	\$ 2,699.00
Educational Service Unit #3 (ADMIN	1-12-1220-120	INTERLOCAL SUB MAY 2013	\$ 575.00
Educational Service Unit #3 (ADMIN	1-12-1220-210	INTERLOCAL SUB MAY 2013	\$ 43.99
Educational Service Unit #3 (ADMIN	1-12-1220-290	INTERLOCAL SUB MAY 2013	\$ 2.99
Educational Service #3	1-12-2410-630	FIERCE CONVERS.BELSKY,HASTY,KIRWAN,SIMF	\$ 199.00
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 4,251.29
Egan Supply Company	1-12-2610-410	SUPPLIES	\$ 63.86
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 179.57
Educational Service Unit #3 (ADMIN	1-20-1100-120	INTERLOCAL SUB MAY 2013	\$ 4,247.50
Educational Service Unit #3 (ADMIN	1-20-1100-210	INTERLOCAL SUB MAY 2013	\$ 324.97
Educational Service Unit #3 (ADMIN	1-20-1100-290	INTERLOCAL SUB MAY 2013	\$ 22.10
Platteview High School	1-20-1100-690	FEE WAIVER REIMBR.	\$ 731.76

Educational Service Unit #3 (SPED)	1-20-1230-362	SPED SERVICE	\$ 5,340.00
Ollie Webb Center, Inc.	1-20-1230-362	SPED SERVICE	\$ 5,390.00
AMAZON	1-21-1100-410	SUPPLIES	\$ 237.38
Quill Corp	1-21-1100-410	SUPPLIES	\$ 89.99
Worthington Direct	1-21-1100-410	SUPPLIES	\$ 473.85
Educational Service Unit #3 (ADMIN)	1-21-1220-120	INTERLOCAL SUB MAY 2013	\$ 115.00
Educational Service Unit #3 (ADMIN)	1-21-1220-210	INTERLOCAL SUB MAY 2013	\$ 8.80
Educational Service Unit #3 (ADMIN)	1-21-1220-290	INTERLOCAL SUB MAY 2013	\$ 0.60
Johnson, Darin L	1-21-2410-670	REIMBR. MILEAGE	\$ 37.29
Egan Supply Company	1-21-2610-410	SUPPLIES	\$ 63.86
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 179.56
Schmitt Music Center	1-22-1100-318	REPAIRS	\$ 155.00
Walmart Community/GECRB	1-22-1100-410	SUPPLIES	\$ 1,497.36
AMAZON	1-22-1100-410	SUPPLIES	\$ 112.99
Lowe's	1-22-1100-410	SUPPLIES	\$ 50.83
Pepper Of Minneapolis	1-22-1100-410	SUPPLIES	\$ 80.99
Schmitt Music Center	1-22-1100-410	REPAIRS	\$ 18.00
ShopBot Tools, Inc.	1-22-1100-530	ROUTER	\$ 3,919.99
Educational Service Unit #3 (ADMIN)	1-22-1220-120	INTERLOCAL SUB MAY 2013	\$ 920.00
Educational Service Unit #3 (ADMIN)	1-22-1220-210	INTERLOCAL SUB MAY 2013	\$ 70.39
Educational Service Unit #3 (ADMIN)	1-22-1220-290	INTERLOCAL SUB MAY 2013	\$ 4.79
Target	1-22-1220-410	SUPPLIES	\$ 127.25
AMAZON	1-22-2410-460	SUPPLIES	\$ 56.85
Educational Service #3	1-22-2410-630	FIERCE CONVERS.BELSKY,HASTY,KIRWAN,SIMF	\$ 199.00
University of NE - at Omaha	1-22-2410-630	AP CLASS-C.GUSTAFSON	\$ 745.00
University of NE - at Omaha	1-22-2410-630	AP CLASS-J. LODES	\$ 745.00
Joekel, Steven K	1-22-2410-670	REIMBR. MILEAGE	\$ 139.55
Natl Council Teachers Of Math	1-22-2410-670	MEMBERSHIP-J.LODES, A.HOPP	\$ 122.00
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 1,720.00
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 15,619.79
Egan Supply Company	1-22-2610-410	SUPPLIES	\$ 127.72
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 359.12
			\$ 202,009.67
BUILDING FUND			
Payee	Account Code	Reason	Amount
Home Depot/GECF	3-06-2515-000	SUPPLIES	\$ 178.23
Sherwin-Williams Co. (The)	3-06-2515-000	SUPPLIES	\$ 1,644.13
ZIMCO	3-06-2515-000	SUPPLIES	\$ 460.00
			\$ 2,282.36
			\$ 204,292.03



Prepared For
BRETT RICHARDS
SC SARPY SCHOOL 46

Account Number
 XXXX-XXXXX7-21006

Closing Date
 06/22/13

\$1430.75

Activity Continued

002 002 01788 RO4A7A2C
 0 1 4 0 68059 000
 03310 RO4A7A2C 01788
 (000)

Card Number	XXXX-XXXXX7-22020	Reference Code	Amount \$
05/23/13	SPORTS ITEMS 800-435-6110 IL REF# S0328782000 SPORTS ITEMS 05/16/13	1-01-2330-410	283.16
05/24/13	B & B PITSTOP SPRINGFIELD NE REF# 000000889 GAS STATION 05/23/13 PURCHASE ROC NUMBER 000000889	0000008890	95.52
05/24/13	B & B PITSTOP SPRINGFIELD NE REF# 000000931 GAS STATION 05/23/13 PURCHASE ROC NUMBER 000000931	0000009310	94.45
05/25/13	B & B PITSTOP SPRINGFIELD NE REF# 000001037 GAS STATION 05/24/13 PURCHASE ROC NUMBER 000001037	00000103700	20.99
05/29/13	B & B PITSTOP SPRINGFIELD NE REF# 000001573 GAS STATION 05/28/13 PURCHASE ROC NUMBER 000001573	00000157300	68.85
05/29/13	B & B PITSTOP SPRINGFIELD NE REF# 000001574 GAS STATION 05/28/13 PURCHASE ROC NUMBER 000001574	00000157400	86.93
05/30/13	WENSCO SIGN SUPPLY 1 BELMONT MI 29906 GOLF TOURNAMENT 49306 05/29/13 DURABLE GOODS, NOT ELSEWHERE CLASSIFIED ROC NUMBER 29906	29906000000	177.21
05/31/13	CHEDDAR'S #620 OMAHA NE REF# 85230493151 402-330-4140 05/30/13	85230493151	104.31
06/06/13	B & B PITSTOP SPRINGFIELD NE REF# 000002682 GAS STATION 06/05/13 PURCHASE ROC NUMBER 000002682	00000268200	118.75
06/06/13	WALMART.COM BENTONVILLE AR REF# 636381104XK 800-966-6546 06/06/13 APPAREL HSWRS/ACC ROC NUMBER 636381104XKL		639.86
06/07/13	WALMART.COM BENTONVILLE AR REF# 636406121 800-966-6546 06/07/13 APPAREL HSWRS/ACC ROC NUMBER 636406121	63640612100	639.86 Credit
06/11/13	B & B PITSTOP SPRINGFIELD NE REF# 000003260 GAS STATION 06/10/13 PURCHASE ROC NUMBER 000003260	00000326000	78.26
06/13/13	WALMART.COM BENTONVILLE AR REF# 638912199XN 800-966-6546 06/13/13 APPAREL HSWRS/ACC ROC NUMBER 638912199XNU		639.86
06/14/13	ZAZZLECOM ZAZZLE, IN REDWOOD CITY CA REF# P8F7D5521 DIRECT MKTG MISC 06/14/13	Anita 1-01-240-410	28.94
06/15/13	B & B PITSTOP SPRINGFIELD NE REF# 000003833 GAS STATION 06/14/13 PURCHASE ROC NUMBER 000003833	00000383300	73.99
06/20/13	B & B PITSTOP SPRINGFIELD NE REF# 000004396 GAS STATION 06/19/13 PURCHASE ROC NUMBER 000004396	00000439600	47.60
06/21/13	BUYERS GUIDE LISTIN ST PETERSBURG FL 851808931 100137942391 33701 06/20/13 ROC NUMBER 8518089317298016	85180893172	199.00
06/22/13	B & B PITSTOP SPRINGFIELD NE REF# 000004663 GAS STATION 06/21/13 PURCHASE ROC NUMBER 000004663	00000466300	60.00

fuel

*foundation
Golf Tourn.*

1-2300-1090

fuel
*foundation
Golf Tourn.*

fuel

*foundation
Golf Tourn.*

fuel

01-2320-1090

fuel

Activity Continued					Reference Code	Amount \$
06/22/13	B & B PITSTOP REF# 000004700 PURCHASE ROC NUMBER 000004700	SPRINGFIELD GAS STATION	NE 06/21/13	00000470000	<i>fuel</i>	70.00
Total for BRETT A. RICHARDS					New Charges/Other Debits Payments/Other Credits	2,887.68 -639.86

fuel = 815.34



Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

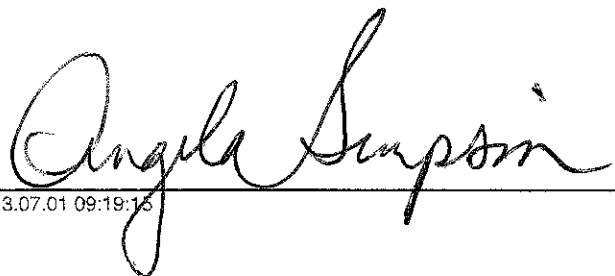
Platteview High School

06/01/2013 through 06/30/2013

Checking

Bank Statement Reconciliation Summary

1. Statement Balance	\$ 147,056.42
2. - Outstanding checks	\$ 11,744.75
3. + Outstanding Deposits	\$ 0.00
4. + Outstanding Adjustments	\$ 0.00
5. Total	\$ 135,311.67
6. + Investments	\$ 0.00
7. Book Balance	\$ 135,311.67



Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2013 to 06/30/2013.

Site ID Group ID	Site Name Group Name Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
SpringPI Platteview High School							
A	Athletics						
100	Athletics		30,671.28	0.00	946.00	-18,100.00	11,625.28
105	Baseball Contest		0.00	0.00	0.00	0.00	0.00
106	Baseball Equip/Supplies		0.00	0.00	0.00	1,000.00	1,000.00
110	Boys Basketball Contest		0.00	0.00	0.00	0.00	0.00
111	Boys Basketball Equip/Supplies		0.00	0.00	0.00	2,600.00	2,600.00
115	Boys Golf Contest		0.00	0.00	0.00	0.00	0.00
116	Boys Golf Equip/Supplies		0.00	0.00	0.00	1,000.00	1,000.00
120	Boys Soccer Contest		0.00	0.00	0.00	0.00	0.00
121	Boys Soccer Equip/Supplies		0.00	0.00	0.00	3,100.00	3,100.00
125	Cross Country Contest		0.00	105.40	0.00	0.00	105.40
126	Cross Country Equip/Supplies		0.00	0.00	0.00	2,100.00	2,100.00
130	Football Contest		0.00	0.00	0.00	0.00	0.00
131	Football Equip/Supplies		0.00	0.00	0.00	5,600.00	5,600.00
135	Girls Basketball Contest		0.00	0.00	0.00	0.00	0.00
136	Girls Basketball Equip/Supplies		0.00	0.00	0.00	2,600.00	2,600.00
140	Girls Golf Contest		0.00	0.00	0.00	0.00	0.00
141	Girls Golf Equip/Supplies		0.00	0.00	0.00	1,000.00	1,000.00
145	Girls Soccer Contest		0.00	0.00	0.00	0.00	0.00
146	Girls Soccer Equip/Supplies		0.00	0.00	0.00	2,100.00	2,100.00
150	Softball Contest		0.00	0.00	0.00	0.00	0.00
151	Softball Equip/Supplies		0.00	0.00	0.00	1,000.00	1,000.00
155	Track Contest		0.00	0.00	0.00	0.00	0.00
156	Track - Boys Equip/Supplies		0.00	0.00	0.00	2,100.00	2,100.00
157	Track - Girls Equip/Supplies		0.00	0.00	0.00	2,100.00	2,100.00
160	Volleyball Contest		0.00	0.00	0.00	0.00	0.00
161	Volleyball Equip/Supplies		0.00	0.00	0.00	2,600.00	2,600.00
165	Wrestling Contest		0.00	0.00	0.00	0.00	0.00
166	Wrestling Equip/Supplies		0.00	0.00	0.00	4,200.00	4,200.00
180	PC Boys Basketball Contest		0.00	0.00	0.00	0.00	0.00
181	PC Boys Basketball Equip/Supplies		0.00	0.00	0.00	0.00	0.00
182	PC Boys Track Contest		0.00	0.00	0.00	0.00	0.00
183	PC Boys Track Equip/Supplies		0.00	0.00	0.00	0.00	0.00
184	PC Football Contest		0.00	0.00	0.00	0.00	0.00
185	PC Football Equip/Supplies		0.00	0.00	0.00	0.00	0.00
186	PC Girls Basketball Contest		0.00	0.00	0.00	0.00	0.00
187	PC Girls Basketball Equip/Supplies		0.00	0.00	0.00	0.00	0.00
188	PC Girls Track Contest		0.00	0.00	0.00	0.00	0.00
189	PC Girls Track Equip/Supplies		0.00	0.00	0.00	0.00	0.00
190	PC Volleyball Contest		0.00	0.00	0.00	0.00	0.00
191	PC Volleyball Equip/Supplies		0.00	0.00	0.00	0.00	0.00
192	PC Wrestling Contest		0.00	0.00	0.00	0.00	0.00
193	PC Wrestling Equip/Supplies		0.00	0.00	0.00	0.00	0.00
A Totals:			30,671.28	105.40	946.00	15,000.00	44,830.68

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2013 to 06/30/2013.

Site ID Group ID	Site Name Group Name Activity ID Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
B	Clubs & Organizations					
200	Baseball Club	0.00	0.00	0.00	0.00	0.00
203	Boys Basketball Club	356.97	0.00	0.00	0.00	356.97
205	Boys Golf Club	0.00	0.00	0.00	0.00	0.00
210	Boys Soccer Club	995.30	875.00	600.00	0.00	1,270.30
220	Cheer	9,872.40	2,823.19	0.00	0.00	12,695.59
240	Dance Team	3,856.91	2,203.60	722.50	0.00	5,338.01
245	Drama Club	2,874.78	0.00	0.00	0.00	2,874.78
250	FBLA	1,242.95	0.00	0.00	0.00	1,242.95
260	Football Club	5,830.45	930.00	1,800.00	0.00	4,960.45
270	Girls Basketball Club	3,507.91	2,731.45	6,013.53	0.00	225.83
280	Girls Golf Club	5.73	0.00	0.00	0.00	5.73
290	Girls Letter Club	2,935.93	0.00	0.00	0.00	2,935.93
300	Girls Soccer Club	1,277.58	0.00	0.00	0.00	1,277.58
330	National Honor Society	608.08	0.00	0.00	0.00	608.08
340	P Club	1,945.48	0.00	0.00	0.00	1,945.48
345	Softball Club	0.00	0.00	0.00	0.00	0.00
350	Skills USA	183.43	0.00	0.00	0.00	183.43
360	Spanish Club	578.73	0.00	0.00	0.00	578.73
370	Spirit Club	617.06	0.00	0.00	0.00	617.06
380	Student Council	797.01	0.00	0.00	0.00	797.01
390	Thespian	0.00	0.00	0.00	0.00	0.00
400	Track Club	540.68	0.00	0.00	0.00	540.68
410	Volleyball Club	1,126.08	416.00	129.98	0.00	1,412.10
420	Wrestling Club	1,613.56	80.00	0.00	0.00	1,693.56
	B Totals:	40,767.02	10,059.24	9,266.01	0.00	41,560.25
C	Classes					
500	Art	2,744.58	0.00	0.00	0.00	2,744.58
505	Band	8,315.10	1,525.00	1,949.33	0.00	7,890.77
510	Choir	2,736.05	240.00	209.82	0.00	2,766.23
515	Class of 2016	223.57	0.00	0.00	0.00	223.57
520	Class of 2017	0.00	0.00	0.00	0.00	0.00
530	Class of 2014	2,374.42	0.00	0.00	0.00	2,374.42
540	Class of 2015	1,326.92	0.00	0.00	0.00	1,326.92
550	Construction Tech	152.82	0.00	0.00	0.00	152.82
570	Family Consumer Science	1,154.74	0.00	0.00	0.00	1,154.74
580	Industry Tech	1,717.83	0.00	239.87	0.00	1,477.96
590	Yearbook	5,788.92	55.00	0.00	0.00	5,843.92
	C Totals:	26,534.95	1,820.00	2,399.02	0.00	25,955.93

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2013 to 06/30/2013.

Site ID Group ID	Site Name Group Name	Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
D	Activities							
	600		Activities	43.99	0.00	0.00	0.00	43.99
	650		Mock Trial	46.57	0.00	0.00	0.00	46.57
	655		Musical	0.00	0.00	0.00	0.00	0.00
	660		Play Production	0.00	0.00	0.00	0.00	0.00
	670		Speech	0.00	0.00	0.00	0.00	0.00
		D	Totals:	90.56	0.00	0.00	0.00	90.56
E	Miscellaneous							
	700		Alumni	2,780.53	0.00	0.00	0.00	2,780.53
	705		Capital Improvement	10,000.00	0.00	0.00	-5,000.00	5,000.00
	710		Concessions	16,630.14	0.00	0.00	-10,000.00	6,630.14
	720		Faculty Courtesy Fund	837.18	0.00	0.00	0.00	837.18
	730		Fine Arts	1,523.95	0.00	0.00	0.00	1,523.95
	740		Guidance	366.80	0.00	0.00	0.00	366.80
	750		Library	710.56	0.00	0.00	0.00	710.56
	760		Principal	200.49	165.71	0.00	0.00	366.20
	770		Textbook Fines	1,201.40	45.00	0.00	0.00	1,246.40
	780		College Access Grant	1,665.87	0.00	0.00	0.00	1,665.87
		E	Totals:	35,916.92	210.71	0.00	-15,000.00	21,127.63
F	Dual Credits							
	805		Math	1,650.00	0.00	0.00	0.00	1,650.00
		F	Totals:	1,650.00	0.00	0.00	0.00	1,650.00
N	Non-Active Accounts							
	90001		AV - Graduation	0.00	0.00	0.00	0.00	0.00
	90002		Class of 2010	0.00	0.00	0.00	0.00	0.00
	90003		Class of 2011	0.00	0.00	0.00	0.00	0.00
	90004		Class of 2012	0.00	0.00	0.00	0.00	0.00
	90005		Class of 2013	1,060.62	0.00	964.00	0.00	96.62
	90060		General Fund	0.00	0.00	0.00	0.00	0.00
	90061		German	0.00	0.00	0.00	0.00	0.00
	90062		Government	0.00	161.82	161.82	0.00	0.00
	90063		Lit Mag	0.00	0.00	0.00	0.00	0.00
		N	Totals:	1,060.62	161.82	1,125.82	0.00	96.62
			SpringPI Totals:	136,691.35	12,357.17	13,736.85	0.00	135,311.67
			Report Totals:	136,691.35	12,357.17	13,736.85	0.00	135,311.67

Adjustment Detail

Detail report. Sorted by Group ID.
From 06/01/2013 to 06/30/2013.

Group	Group Description				Amount
Activity ID	Site ID	Adj. Date	Description		
A Athletics					
100	SpringPlat	06/14/2013	2012-13 profits/athletics equip/supply budget	\$ 10,000.00	
100	SpringPlat	06/14/2013	2013-14 athletics equip/supply budget	\$ 5,000.00	
100	SpringPlat	06/14/2013	2013-14 equip/supply budget	-\$ 33,100.00	
106	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 1,000.00	
111	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,600.00	
116	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 1,000.00	
121	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 3,100.00	
126	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,100.00	
131	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 5,600.00	
136	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,600.00	
141	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 1,000.00	
146	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,100.00	
161	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,600.00	
166	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 4,200.00	
156	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,100.00	
151	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 1,000.00	
157	SpringPlat	06/14/2013	2013-14 equip/supply budget	\$ 2,100.00	
Group A Totals:				\$ 15,000.00	
E Miscellaneous					
710	SpringPlat	06/14/2013	2012-13 profits/athletics equip/supply budget	-\$ 10,000.00	
705	SpringPlat	06/14/2013	2013-14 athletics equip/supply budget	-\$ 5,000.00	
Group E Totals:				-\$ 15,000.00	
Report Totals :				\$ 0.00	

SPRINGFIELD STATE BANK
 600 MAIN ST
 SPRINGFIELD, NE 68059
 Tel: (402)253-2222

SPRINGFIELD PLATTEVIEW COMM
 PLATTEVIEW ACTIVITY FUND
 14801 S 108TH STREET
 SPRINGFIELD NE 68059

Statement Date: 06/28/2013 Enclosures: (43)

Account No.: 104812 Page: 1

NOW CHECKING ACCOUNT SUMMARY

	Type :	REG	Status :	Active
Category	Number		Amount	
Balance Forward From 05/31/13			146,079.21	
Deposits	5		12,346.14+	
Debits	38		11,379.96	
Interest Added This Statement			11.03+	
Ending Balance On 06/28/13			147,056.42	
Annual Percentage Yield Earned		0.10%		
Interest Paid This Year		72.61		
Interest Paid Last Year		161.32		
Average Balance (Collected)		143,795.31+		

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
06/03/13	41506	35.00	41484	39.10	146,005.11
06/03/13	41502	94.86	41505	197.81	145,712.44
06/03/13	41499	645.25			145,067.19
06/04/13	41507	12.53	41510	16.39	145,038.27
06/04/13	41504	35.00			145,003.27
06/05/13	41517	55.50	41491	62.00	144,885.77
06/05/13	41366	100.00			144,785.77
06/06/13	DEPOSIT	912.49+	DEPOSIT	1,914.69+	147,612.95
06/06/13	41473	70.98	41477	823.00	146,718.97
06/07/13	41519	6.00	41500	22.40	146,690.57
06/07/13	41518	40.00	41512	124.00	146,526.57
06/07/13	41509	206.46			146,320.11
06/10/13	41511	25.50	41508	360.00	145,934.61
06/11/13	41520	651.13			145,283.48
06/12/13	41496	127.00			145,156.48
06/14/13	DEPOSIT	2,121.50+			147,277.98
06/17/13	41503	35.00	41490	239.84	147,003.14
06/17/13	41521	1,704.52			145,298.62
06/18/13	41468	10.08	41529	161.82	145,126.72
06/18/13	41524	320.00	41527	320.00	144,486.72
06/19/13	31440	600.00	41514	620.00	143,266.72
06/20/13	41523	320.00	41528	454.63	142,492.09
06/21/13	41525	320.00			142,172.09
06/25/13	41497	93.82			142,078.27
06/26/13		150.00	41522	2,275.00	139,653.27
06/27/13	DEPOSIT	4,252.41+	41457	5.34	143,900.34
06/28/13	DEPOSIT	3,145.05+			147,045.39

Continued

01/169/1

**CHILD NUTRITION PROGRAMS
FOOD SERVICE MANAGEMENT COMPANY**

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS SCHOOL FOOD AUTHORITY

REQUEST FOR PROPOSAL

AND

CONTRACT

FIXED FEE

**Nutrition Services
Nebraska Department of Education
301 Centennial Mall South
P.O. Box 94987
Lincoln, NE 68509-4987**

Website <http://www.education.ne.gov>

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ACTIVITIES.....60**

I. INTRODUCTION

This document contains a Request for Proposal for providing food service management services for Springfield Platteview Community Schools School Food Authority's (SFA) participation in the United States Department of Agriculture's (USDA) Child Nutrition Programs (CNP) and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the offeror and the School Food Authority.

The Nebraska Department of Education (NDE) is not and will not be a party to any contract between a SFA and a food service management company (FSMC). The SFA has full responsibility for ensuring that the terms of the contract are fulfilled. The Nebraska Department of Education has no involvement with the enforcement of this contract; however, payment can be denied for all meals received/purchased under an invalid contract. The Nebraska Department of Education must approve the contract prior to payment for any meals claimed for reimbursement.

II. REQUEST FOR PROPOSAL / INSTRUCTIONS

A. Legal Notice

Notice is hereby given that Springfield Platteview Community Schools SFA, hereinafter referred to as the School Food Authority (SFA), intends to examine alternatives to its present food service program.

No intent should be construed from this legal notice that SFA intends to enter into a contract with any party for alternative food service unless, in the sole opinion of SFA, it is in SFA's best interest to do so.

All costs involved in submitting a response to this Request for Proposal (RFP) shall be borne in full by the interested party.

SFA reserves the right to accept any proposal which it determines most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.

The Offeror to this RFP will be referred to as the FSMC, and any contract that may arise from this Request for Proposal (RFP) will be between the FSMC and the SFA.

B. Request for Proposal

1. **Proposals will be received until 2 PM on April 29 for supplying Springfield Platteview Community Schools SFA with food service management services during the school year of 2013 - 2014, with options for renewal of the contract for four additional terms of one year each.**
2. SFA will consider: Fixed Per Meal Fee Proposal
3. **Sealed proposals are** subject to all the conditions and specifications attached hereto and will be received in the office of **SFA Springfield Platteview Community Schools, 14801 S. 108th St., Springfield, NE 68059** and shall be marked on the

envelope "**Food Service Management Proposal, Springfield Platteview Community Schools**" with the bidder's return address marked on the envelope.

4. In accepting proposals, **SFA Springfield Platteview Community Schools** reserves the right to reject any and all proposals and to waive any minor informality in order to take the action which it deems to be in the best interest of SFA.
5. Additional information required to adequately respond to this **Request for Proposal** may be obtained from SFA's business office **telephone 402-592-1300** *Additional information must be provided to all offerers.*
6. Offerers must submit a complete response to this Request for Proposal (RFP), including all certifications, in order to provide a responsive proposal.
7. Contracts entered into on a basis of submitted proposals are revocable if contrary to law.
8. See Standard Terms and Conditions herein below.
9. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call (866) 632-9992 (voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity employer.

C. Procurement Method

1. Procurement Method will be the Competitive Sealed Proposal. Competitive Sealed Proposals differ from the traditional sealed bid method in the following ways:
 - a) Competitive sealed proposals allow discussions with competing offerers and adjustments to the initial proposal.
 - b) Comparative judgmental evaluations may be made when selecting among acceptable proposals for award of contract.
2. As provided herein, under state regulations and SFA's policy, discussions may be conducted with responsible offerers who submit proposals determined to be reasonably susceptible to be selected for award, for the purpose of clarification, to assure full understanding of all terms and conditions of the response to this RFP and Contract's requirements.
3. In conducting these discussions, there shall be no disclosure of any information derived from proposals submitted by competing offerers.
4. All procurement transactions shall be conducted in a manner that provides maximum open and free competition consistent with 7 CFR § 3016.36.

D. Pre-Proposal Meeting / Timeline

The SFA will use the following timeline to select a food service management company: (describe)

<u>Date/Time</u>	<u>Task</u>
<u>February 27, 2013</u>	Advertise and notify prospective FSMC's of the RFP
<u>April 10, 10:30 AM</u>	Pre-proposal Conference, Visitation
<u>April 29, 2013</u>	Deadline for Proposals, Proposal Opening, 2 PM
<u>May 13, 2013</u>	Potential Award of Contract by Board of Education

A meeting with interested offerers to review the specifications, to clarify any questions, and for a walkthrough of the facilities with school officials will be on

1. Date April 10
2. Time 10:30 AM
3. Location: District Office, 14801 S. 108th St., Springfield, NE
4. Attendance is *required*. **Note:** If SFA makes attendance by offerers mandatory, then SFA may not waive requirement.

E. Proposal Submission and Award

1. SFA must use the prototype FSMC Request for Proposal and Contract to be approved. A SFA not completing the required procurement procedures cannot be approved for participation in the USDA reimbursement programs.
2. Two copies of Competitive Sealed Proposals are to be submitted to:

Name of Agency:	<u>Springfield Platteview Community Schools</u>
Mailing Address:	<u>14801 S. 108th St.</u>
Physical Address:	<u>Same</u>
City:	<u>Springfield</u>
State/Zip:	<u>NE/ 68059</u>
3. Public opening will be at
 - a. Time 2 PM
 - b. Date April 29
 - c. Location: Springfield Platteview Community Schools District Office
 - d. Proposals will not be accepted after this time.
 - e. Proposal is to be submitted in a sealed envelope marked "Food Service Management Proposal."
4. SFA reserves the right to accept any proposal which it deems most favorable to the interest of SFA and to reject any or all proposals or any portion of any proposal submitted which, in SFA's opinion, is not in the best interest of SFA.
5. To be considered, each offeror must submit a complete response to this solicitation.

- a. No other documents submitted with the RFP and Contract will affect the Contract provisions, and **there may be no modifications to the RFP and Contract language.**
 - b. In the event that Offeror modifies, revises, or changes the RFP and/or Contract in any manner, SFA may reject the offer as non-responsive.
 - c. Section O offers SFA the opportunity to include any additional services that SFA may need, such as the specifics of a marketing program and salad bars.
 - d. The FSMC may propose/clarify items that would not result in a material change to the original RFP/Contract.
6. Award will be made only to a qualified and responsible offeror whose proposal is responsive to this solicitation.
- a. A responsible offeror is one who's financial, technical, and other resources indicate an ability to perform the services required.
 - b. Offeror shall submit for consideration such records of work and further evidence as may be required by the SFA's Board.
 - c. Failure to furnish such records and evidence, or the inclusion of any false or misleading information therein shall be sufficient cause for the rejection of the proposal or termination of any subsequent contract.
 - d. The qualification data shall be submitted by each offeror along with the sealed proposal, and shall include the information and format as follows:
 - i. Offeror must be incorporated or licensed to do business in the State of Nebraska.
 - ii. Annual reports or financial statements for the past fiscal year, certified by a licensed public accountant, must be included in the pre-qualification data.
 - iii. Information that offeror is doing business with like school systems and is familiar with the regulations pertaining to operations in such environments, if applicable.
 - iv. Information that offeror is presently operating a comparable, successful school lunch and breakfast program in a public school setting, if applicable.
7. Offerors or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so will be at the offeror's own risk, and he or she cannot secure relief on plea of error.
8. The SFA is not liable for any cost incurred by the offeror in submitting a proposal. **Paying the FSMC from Child Nutrition Program (CNP) funds is prohibited until the Contract is signed.**
9. If additional information is requested, please contact Brett Richards, Superintendent at brichards@springfieldplatteview.org. Any additional information provided to one offeror will be available to all.

10. Award Criteria:

- a. Proposals will be evaluated by a SFA committee based on the offers as set out above and the criteria, categories and assigned weights as stated herein below (to the extent applicable).
- b. Committee members must consist of SFA employees familiar with the regulations and requirements of the child nutrition programs.

- c. If a committee member is an agent for, employee of or in any other manner associated with a FSMC, that FSMC will be precluded from participating in the RFP and subsequent contract.
- d. Each area of the award criteria must be addressed in detail in the Proposal.

11. Weight Criteria

- a. SFA must determine in advance what percentage (total of 100 points which equals 100%) each category below will be given when comparing proposals.
- b. SFA may insert additional categories if needed.
- c. SFA may not include as a category: prior experience with SFA as it would violate USDA's free and open competition regulation for procurement.

(20) points Service Capability Plan (Identifies proposed food service team such as Food Service Director and demonstrates FSMC's ability to provide services as stated in the RFP/Contract)

(10) points Experience, References

(10) points Doing business with like school systems and familiarity with regulations pertaining to such operations/References

(10) points Financial Condition/Stability, Business Practices

(10) points Accounting and Reporting Systems

(10) points Personnel Management

(10) points Innovation

(5) points Promotion of the School Food Service Program

(5) points Involvement of Students, Staff, and Patrons

(10) points Cost

(100) points TOTAL

F. Late Proposals

Any proposal submitted after the time specified for receipt will not be considered and will be returned unopened.

G. Altering, Amending or Withdrawing Proposal

No proposal may be altered, amended or withdrawn after the specified time for opening proposals.

H. Calculation of Time

Periods of time, stated as a number of days, shall be calendar days.

I. Firm Offer

- 1. By submitting a response to this Request for Proposal, and if such response is not withdrawn prior to the time for opening proposals arrives, offeror understands and agrees that they are making a firm offer to enter into a contract, which may be accepted by SFA and which will result in a binding contract.

2. **Such proposal is irrevocable for period of ninety (90) days after the time for opening of proposal has passed. _____(FSMC must initial and date here to show agreement)**

J. Final Contract

The complete contract includes all documents included by the SFA in the RFP, and all documents submitted by the FSMC that have been mutually agreed upon by both parties (i.e. worksheets, attachments, and operating cost sheets) and identified in Section R, paragraph 4 of the Standard Terms and Conditions.

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III. STANDARD TERMS AND CONDITIONS

A. Definitions

The following definitions shall apply within this document and its attachments:

1. "Accounting Periods" means *each month*.
2. "Allowable Cost" means costs that are allowable under Office of Management and Budget (OMB) Circulars A-87 and A-122, if applicable, and their Attachments, 7 CFR Part 210, and 7 CFR Parts 3015, 3016, and 3019.
3. "Applicable Credit" means the meaning established in OMB Circulars A-87, C (4), and A-122, Attachment A, A (5), respectively.
4. "Charge" means any charge for an Allowable Cost that is:
 - i. Incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget;
 - ii. Not provided for in the General and Administrative Expense Fee; and
 - iii. Established and reasonably allocated to SFA in accordance with the Methodology for Allocated Costs, which is attached to this Contract as "Exhibit F", and fully incorporated herein by reference.
5. "Contract" means this RFP and Contract, the exhibits attached to this RFP and Contract and FSMC's Proposal.
6. "Cost-reimbursable" contract means a contract that provides for payment of incurred costs to the extent prescribed in the contract, with or without a fixed fee.
7. "NDE" means the Nebraska Department of Education.
8. "NDHS" means the Nebraska Department of Human Services (Food Distribution).
9. "Direct Cost" means any Allowable Cost that is:
 - i. incurred by FSMC in providing the goods and services that are identified in SFA's Food Service Budget; and
 - ii. Reasonably necessary in order for FSMC to perform the Services hereunder. The term "Direct Cost" does not include any cost allocated to SFA as Charges, the General and Administrative Expense Fee, or any Management Fees.
10. "Effective Date" means **July 1, 2013**.

11. "Fixed Fee" means an agreed upon amount that is fixed at the inception of the Contract. In a cost reimbursable contract, the fixed fee includes the contractor's direct and indirect administrative costs and profit allocable to the Contract.
12. "FSMC's Proposal" means Food Service Management Company's response to the RFP and Contract.
13. "General and Administrative Expense Fee" means FSMC's fee for those services provided at SFA's Food Service Locations, which shall include all of the following:

Personnel /Labor Relations Services

Legal Department Services,

Purchasing and Quality Control,

Technical Research,

Cost Incurred in Hiring & Relocating FSMC Management Personnel,

Dietetic Services (Administrative/ Nutritional),

Test Kitchens,

Accounting and Accounting Procedures,

Tax Administration,

Technical Supervision,

Supervisory Personnel

Regular Inspections or Audit Personnel,

Teaching and Training Programs,

General Regional Support,

General National Headquarters Support,

Design Services,

Menu Development,

Information Technology and Support,

Payroll Documentation / Administrative Cost,

Sanitation,

Personnel Advice

Expenses included in the General and Administrative Fees may not be charged in any other expense. Any travel related to these expenses must be covered by the General and Administrative Expense. General And Administrative Expense Fee

does not include any costs billed to SFA as Charges or Direct Costs. Only actual, net, documented costs may be charged to SFA for any charges outside the General and Administrative Expense Fee.

14. "SFA" or "School Food Authority" means the school food authority as defined in 7CFR § 210.2.
15. "SFA's Food Service Budget" means the Food Service Budget for the Current School Year, which is attached to this Contract as "Exhibit C" and fully incorporated herein.
16. "SFA's Food Service Facilities" means the areas, improvements, personal property and facilities made available by SFA to FSMC for the provision of the food services as more fully described herein.
17. "SFA's Food Service Program" means the preparation and service of food to SFA's students, staff, employees and authorized visitors, including the following programs: National School Lunch Program (NSLP), School Breakfast Program (SBP), Fresh Fruit and Vegetable Program (FFVP), and Catering, Adult meals, and ala carte food service.
18. "SFA's Food Service Location(s)" means the schools or other locations where Program meals are served to SFA's schoolchildren.
19. "Meal Equivalent" a statistical tool used to convert all meals and cash sales to a reimbursable student lunch.
20. "Non-profit School Food Service Account" means the restricted account in which all of the revenue from all food service operations conducted by the SFA principally for the benefit of school children is retained and used only for the operation or improvement of the nonprofit school food service.
21. "Program(s)" or "Child Nutrition Program (CNP) (s)" means the USDA Child Nutrition Programs in which SFA participates.
22. "Program Funds" means all funds that are required to be deposited into the Non-profit School Food Service Account.
23. "Proposal" means Food Service Management Company's response to the RFP and Contract.
24. "Retroactive Incentive Fee" means an additional fee paid as an incentive to the FSMC to improve SFA's food service operation, the amount of which depends on FSMC's performance during the current school year, and related to a benchmark

number mutually agreed upon by SFA and FSMC. Retroactive Incentive Fee may only apply to meals served in SFA's food service operation during the current school year.

25. "RFP" means SFA's Request for Proposal and Contract, and all of its attachments.

26. "Services" means the services and responsibilities of FSMC as described in this Contract, including any additional services described in Section O of this Contract.

27. "Summer Food Service Program (SFSP)" means either the Summer Food Service Program or the Seamless Summer Option identified herein below, and in which SFA participates.

28. "USDA" means United States Department of Agriculture, Food and Nutrition Service.

29. Healthy Hunger-Free Kids Act of 2010.

B. Scope and Purpose

- 1) Duration of Contract. Unless it is terminated in accordance with Section L, this Contract will be in effect for a period of one year **commencing on July 1, 2013, and terminating on June 30, 2014**, and may be renewed for up to four additional terms of one year each upon mutual agreement between SFA and FSMC, given all terms and conditions have been met.
- 2) During the term of this Contract, FSMC shall operate SFA's Food Service Program in conformance with SFA's agreement with the Nebraska Department of Education's Nutrition Services (NDE).
- 3) FSMC shall have the exclusive right to operate the programs checked below at the sites specified by SFA in the Schedule of Food Service Locations and Services Provided, which is attached to this Contract as "Exhibit A" and fully incorporated herein.
- 4) Check only the programs SFA operates. *If SFA plans to operate other programs in the future, SFA should check the box marked "other" to identify the programs and year SFA reasonably foresees it may operate the program.*
- 5) If a program is added later (i.e., a breakfast program) which is beyond the scope or original intent of this RFP/Contract or if the new program is added and constitutes a material change the contract must be rebid.
- 6) The program(s) listed here should agree with those listed in Exhibit A.

National School Lunch Program (NSLP)

School Breakfast Program (SBP)
A la Carte
Adult Meals
Catering

7) The FSMC shall

- a) Be an independent contractor and not an employee of the SFA. The employees of the FSMC are not employees of the SFA.
- b) Implement an accurate point of service count using the counting system provided by SFA in its application to participate in the Child Nutrition Programs and approved by NDE for the programs listed in Section B, Paragraph 2, herein, as required under USDA regulations. Counting system must eliminate the potential for the overt identification of free and reduced-price eligible students under USDA Regulation 7 CFR §245.8.
- c) Operate SFA's Food Service Program and shall include performance by FSMC of all the Services, which are described in this Contract, for the benefit of SFA's students, faculty and staff.
- d) Maintain all records necessary, in accordance with applicable regulations, for SFA, NDE and USDA to complete required monitoring activities and must make said records available to SFA, NDE, and USDA upon request for the purpose of auditing, examination and review. (7 CFR § 210.16(c)(1))
- e) Cooperate with SFA in promoting nutrition education, health and wellness policies and coordinating SFA's Food Service Program with classroom instruction.
- f) Comply with applicable federal, state and local laws, rules and regulations, policies, and instructions of NDE and USDA and any additions or amendments thereto, including USDA Regulation 7 CFR Parts 210, 220, 245, 250, 3016, 3017, 3018, and 3019; 7 CFR Part 215 (SMP), if applicable; and 7 CFR Part 225 (SFSP), if applicable; 7 CFR Part 226 (CACFP) and OMB Circulars, and the other laws described in the "Schedule of Applicable Laws," which is attached to this Contract as "Exhibit G" and fully incorporated herein by reference. The FSMC will assist in the implementation and adherence of all rules resulting in the Healthier Hunger-Free Kids Act of 2010.
- g) Comply with all SFA building rules and regulations.

- h) Provide additional food service such as banquets, parties, and refreshments for meetings as requested by SFA as follows:
 - i) SFA or requesting organization will be billed for the actual cost of food, supplies, labor, and FSMC's overhead and administrative expenses if applicable to providing such service.
 - ii) USDA Foods shall not be used for these special functions unless SFA's students will be primary beneficiaries.

8) SFA shall be responsible for:

- a) Signature authority for the application/contract, free and reduced price policy statement, and Programs indicated in Section B, Paragraph 2, herein, and the monthly claim for reimbursement. (Reference 7 CFR §210.9(a) and (b) and 7 CFR §210.16(a)(5))
- b) Development and distribution of the parent letter and Application for Free and Reduced-Price Meals and/or Free Milk and participating in Direct Certification.
- c) Determination of eligibility for free or reduced-price meals and free milk, if applicable.
- d) Conducting any hearings related to determinations
- e) Verification of applications for Free and Reduced-Price Meals as required by USDA regulations
- f) Establishment and maintenance of the free and reduced-price meals' eligibility roster. (7 CFR § 210.7(c), 7 CFR § 210.9(b) (18) and 7 CFR § 245.6(e)).
- g) Conduct of SFA's Food Program
- h) Supervision of the food service operations in such manner as will ensure compliance with all applicable statutes, regulations, rules and policies including regulations, rules, and policies of NDE and USDA regarding the Child Nutrition Programs.
- i) Establishing with Superintendent all selling prices (Board of Education approval required), including price adjustments, for all reimbursable and non-reimbursable meals/milk and a la carte (including vending, adult meals, contract meals, and catering) prices. (Exception: Non-pricing programs need not establish a selling price for reimbursable meals/milk.)
- j) Control of the Non-profit School Food Service Account and overall financial responsibility for SFA's Food Service Program.

- k) Ensuring the resolution of Program reviews and audit findings. FSMC shall fully cooperate with SFA in resolving review and audit issues. FSMC shall indemnify SFA for any fiscal action, claims, losses or damages, fault, fraud, required repayment or restoration of funds, including reasonable attorney's fees incurred in defending or resolving such issues, that results from FSMC's intentional or negligent acts.
 - l) Monitoring the food service operation of FSMC through periodic on-site visits to ensure that the food service is in conformance with USDA program regulations. (7 CFR § 210.16(a)(3))
 - m) Conducting an on-site review of the counting and claiming system at each SFA Food Service Location no later than February 1 of each year if there is more than one SFA Food Service Location.
 - n) The counting and claiming system. (7 CFR § 210.8(a)(1))
- 9) SFA and FSMC agree that this Contract is neither a *cost-plus-a-percentage-of-income* nor a *cost-plus-a-percentage-of-cost contract* as required under United States Department of Agriculture (USDA) Regulations 7 CFR §210.16(c) and 7 CFR §3016.
- 10) Payments on any claim shall not preclude SFA from making a claim for adjustment on any item found not to have been in accordance with the provisions of this Contract and bid specifications.
- 11) SFA may request of FSMC additional food service programs; however, the SFA reserves the right, at its sole discretion, to sell or dispense food or beverages, provided such use does not interfere with the operation of the Child Nutrition Programs. Any food and beverages must meet be in compliance with the USDA Competitive Food Rule.
- 12) Any change to the scope of services to be provided by FSMC that is beyond the scope or original intent of this RFP/Contract.
- 13)** Any changes to the terms or conditions of this Contract, which are required by Federal or State law or rule, or changes to Federal or State laws or rules, are automatically incorporated herein, effective as of the date specified in such law or rule.
- 14) Gifts from FSMC: The SFA's officers, employees, or agents shall neither solicit nor accept gratuities, favors, nor anything of monetary value from contractors nor potential contractors in accordance with all laws, regulations and policies. (7CFR3016.36) To the extent permissible under federal, state, or local laws, rules, or regulations, such

standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

- 15) FSMC shall obtain and post all licenses and permits that it is required to hold under federal, state or local law.
- 16) Summer Food Service Program: In the event that the RFP requires FSMC to provide management services for SFA's SFSP or Seamless Summer option (SSO), the parties agree to operate the Program according to federal, state, and local regulations.
- 17) Fresh Fruit and Vegetable Program (FFVP): In the event that FSMC provides management services for the FFVP at any of SFA's Food Service Locations, SFA and FSMC agree to operate the FFVP in accordance with the requirements of Section 19 of the National School Lunch Act, all applicable regulations and policies, and the FFVP Handbook for Schools. The Fresh Fruit and Vegetable Program is a cost reimbursable grant. SFA and FSMC further agree that not more than 10% of the total funds awarded to the school and/or schools for operation of the FFVP may be used for administrative expenses. Refer to Appendix B – Fresh Fruit and Vegetable Program

C. Food Service

- 1) FSMC shall serve meals on such days and at such times as requested by the SFA.
 - a) SFA shall retain control of the quality, extent, and general nature of the food service.
 - b) FSMC shall offer free, reduced-price, and full-price reimbursable meals to all eligible children participating in SFA's Food Service Programs indicated in Section B, Paragraph 2 herein.
 - c) In order for FSMC to offer a la carte food service, the FSMC must offer free, reduced-price, and full-price reimbursable meals to all eligible children.
- 2) FSMC shall provide meals and service that meets the Healthy Hunger Free Kids Act of 2010. Section 202, as published in the Federal Register Volume 77 No. 17 January 26, 2012.
- 3) **FSMC shall:**
 - a) Promote maximum participation in the Programs.
 - b) Provide specified types of service in the schools/sites listed in Exhibit A.

- c) Sell on the premises only those foods and beverages authorized by the SFA and only at the times and places designated by the SFA.
- d) Make substitutions in the food components of the meal pattern for
 - i) students with disabilities when their disability restricts their diet as stated in the students' Individual Educational Plans (IEPs) or 504 Plans or medical statement
- e) Nondisabled students who are unable to consume regular lunch because of medical or other special dietary needs.
 - i) Substitutions shall be made on a case-by-case basis when supported by a statement of the need for substitutes that includes recommended alternative foods, unless otherwise exempted by USDA. Such statement shall be signed by a medical doctor or a recognized medical authority.
- f) Milk Substitutes for Non-Disabled Students
 - i) FSMC shall make substitutions for fluid milk for non-disabled students who cannot consume fluid milk due to medical or special dietary needs.
 - ii) Substitutions shall be made when a medical authority or student's parent or legal guardian submits a written request for a fluid milk substitute identifying the medical or other special dietary need that restricts the student's diet.
 - iii) Approval for fluid milk substitutions shall remain in effect until the medical authority or the student's parent or legal guardian revokes such request in writing, or SFA changes its substitution policy for non-disabled students.
 - iv) Fluid milk substitutes shall provide nutrients as required by federal and state regulations. (Reference 7 CFR § 210.10(g) and 7 CFR § 220.8)
- g) There will be no additional charge to the student for such substitutions.

D. Use of Advisory Group/Menus

- 1) SFA shall establish and the FSMC shall participate in the formation, establishment, and periodic meetings of SFA advisory board composed of students, teachers, and parents to assist in menu planning. Minutes including attendance at these meeting will be documented and filed. (Reference 7 CFR § 210.16(a)(8))
- 2) The SFA must include a 21-day cycle menu for breakfast and lunch with food specifications attached to this RFP/Contract.
- 3) SFA shall approve the menus no later than two weeks prior to service. 7CFR210.16
- 4) FSMC:

- a) Shall serve meals that follow the 21-day menu cycles that meet the food specifications contained in Exhibit E: Food Specifications, attached to this Contract and fully incorporated herein, and that meet Child Nutrition Program requirements.
 - b) Must follow the 21-day menu cycle and Meal Specifications developed by SFA for the NSLP, the SBP, the After School Care Snack Program, and the SFSP.
 - c) May not change or vary the menus after the first menu cycle for the NSLP, SBP, After School Care Snack Program, SFSP or the a la carte items without written approval of SFA.
 - d) Requests for any changes or variances for substitutions to SFA menu of lower quality food items shall be justified and documented in writing.
 - e) Must maintain documentation for substitutions and justification of lower quality food items for the records retention period that is applicable to food production records and shall make such documentation available to SFA, NDE and USDA for review upon request. (7 CFR 210.16(b)(1))
 - f) Must comply with SFA's local wellness policy.
 - g) Must comply with all state and local laws that affect school meal preparation and/or service.
- 5) Additionally, SFA and FSMC shall agree to Meal Specifications for each meal and a la carte items included in the 21-day Cycle Menus, which are attached to this Contract as "Exhibit B" and fully incorporated herein and that meet all local, state and federal Child Nutrition Program requirements.

E. Purchases

1. If FSMC is procuring goods or services that are being charged to SFA under a cost-reimbursable contract or under Section O of this Contract:
 - a) FSMC may not serve as a vendor.
 - b) SFA shall ensure that FSMC:
 - i) fully discloses all discounts, rebates, Applicable Credits, allowances, and incentives received by the FSMC and
 - ii) Returns to the SFA the full amount of the discount, rebate, or Applicable Credit that is received based on the purchases made on behalf of SFA. .
 - iii) Allowable costs will be paid from the nonprofit school food service account to the FSMC net of all discounts, rebates and other Applicable Credits accruing to or

received by the FSMC or any assignee under the contract, to the extent those credits are allocable to the allowable portion of the costs billed to the SFA.

a) FSMC must:

- i) determine its allowable costs be made in compliance with the applicable Department and Programs regulations and OMB cost circulars
- ii) separately identify, for each cost submitted for payment to the SFA, the amount of an Allowable Cost and the amount that is unallowable
- iii) exclude all unallowable costs from its billing documents
- iv) certify that
 - (1) only allowable costs are submitted for payment and
 - (2) records have been established that maintain the visibility of unallowable costs, including directly associated costs in a manner suitable for contract cost determination and verification.
- v) Identify the amount of each discount, rebate and other applicable credit on bills and invoices presented to SFA for payment and individually identify the amount as a discount, rebate, or if other applicable credits, the nature of the credit

1. The method by which FSMC shall report discounts, rebates and other Applicable Credits allocable to the Contract that are not reported before the conclusion of the contract is **Not Applicable –Fixed Price Contract**
2. All discounts, rebates, allowances, and incentives must be returned to SFA by **Not Applicable –Fixed Price Contract**
3. Whether SFA conducts its own procurement or whether FSMC procures products on behalf of SFA, FSMC may not require any additional liability coverage, beyond that which SFA would require under procurements not involving FSMC.
4. SFA and FSMC acknowledge that, to extent required by 7CFR 250.23, SFA must, when possible, purchase only food products that are produced in the United States.
5. FSMC will buy the beginning inventory, exclusive of USDA Foods, from SFA

F. USDA Foods

1. SFA shall:
 - a) Retain title to all USDA Foods.
 - b) Ensure that FSMC has credited it for the value of all USDA Foods received for use in SFA's meal service in the school year. (7 CFR § 250.51(a))

- c) Maintain responsibility for procuring processing agreements, private storage facilities, or any aspect of financial management relating to USDA Foods. (7CFR250.15)
- d) Assure that the maximum amount of USDA Foods are received and utilized by FSMC. (7 CFR § 210.9(b)(15))
- e) Consult with the FSMC in the selection of USDA Foods; however, the final determination as to the acceptance of USDA Foods must be made by the SFA.

2. FSMC:

- a) Will conduct all activities relating to USDA Foods for which it is responsible in accordance with 7 CFR Parts 250, 210, 220, 225 and 226, as applicable.
- b) Shall accept and use all donated ground beef and ground pork products, and all processed end products, in SFA's Food Service Program. Upon termination of this Contract, or if this Contract is not extended or renewed, FSMC must return all unused donated ground beef, pork and processed end products to SFA. (7 CFR § 250.52(c))
- c) Agrees to accept and use all other USDA Foods in SFA's food service. FSMC may substitute commercially purchased foods of the same generic identity, of U.S. origin, and of equal or better quality than the USDA Foods, in SFA's Food Service Program.
- d) Is prohibited from entering into any processing contracts utilizing USDA Foods on behalf of the SFA.
 - i) FSMC agrees that any procurement of end products by FSMC on behalf of SFA will be in compliance with the requirements in subpart C of 7 CFR Part 250 and with the provisions of SFA's processing agreements.
 - ii) FSMC shall credit SFA for the value of USDA Foods contained in the end products at the processing agreement value.
 - iii) All refunds received from processors must be credited to SFA's Nonprofit School Food Service Account. (7 CFR § 250.51(a))
- e) Shall accept liability for any negligence on its part that results in any loss of, improper use of, or damage to USDA Foods.
- f) Shall credit SFA for the value of all USDA Foods received for the use in SFA's meal service in the school year, including both entitlement and bonus foods, and including the value of USDA Foods contained in processed end products

- g) Is prohibited from cashing out USDA Foods and providing a credit to SFA for USDA Foods. (7 CFR § 250.13)
 - h) Will comply with 7CFR 250 concerning storage and inventory management of USDA Foods:
 - i) FSMC will maintain accurate and complete records with respect to the receipt, use/disposition, storage, and inventory of USDA Foods.
 - ii) FSMC shall ensure that its system of inventory management will not result in SFA being charged for USDA Foods.
 - iii) Failure by FSMC to maintain the required records under this Contract shall be considered prima facie evidence of improper distribution or loss of USDA Foods.
 - i) Shall allow SFA and/or any state or federal representative or auditor, including the Comptroller General and USDA, or their duly authorized representatives, to perform onsite reviews of FSMC's food service operation, including the review of records, to ensure compliance with requirements for the management and use of USDA Foods. (7 CFR § 250.53(a)(10))
 - j) Shall maintain records to document its compliance with requirements relating to USDA Foods in accordance with 7 CFR § 250.54(b). (7 CFR § 250.53(a)(11))
3. The manner in which FSMC shall account for the value of USDA Foods is (7CFR § 250.51): Fixed-meal rate: FSMC must subtract from SFA's monthly bill/invoice the market value of all USDA Foods received for use in SFA's food service. The market value is based on the value in USDA's Commodity Ordering System at the time the USDA Foods are received by SFA.
 4. In a Fixed-meal rate contract, the bid rate per meal must be calculated as if no donated USDA Foods were available.
 5. FSMC acknowledges that renewal of this Contract is contingent upon the fulfillment of all contract provisions herein relating to USDA Foods. . (7 CFR § 250.53(a)(12))
 6. Upon termination of this Contract, FSMC must, at SFA's discretion, return other unused USDA Foods to SFA. The value of other unused USDA Foods shall be based on the market value of all USDA donated USDA Foods received for use in SFA's food service. Market value shall be the value in USDA's Commodity Ordering System at the time the USDA Foods are received by SFA. (7 CFR § 250.51(a))

G. Employees

1. FSMC shall provide and pay a staff of qualified management (and operational) employees assigned to duty on SFA's premises for efficient operation of the Programs.
2. SFA must designate if current SFA employees, including site and area managers as well as any other staff, will be retained by SFA or be subject to employment by the FSMC. This must agree with the information reported in the List of Charts and Other Attachments, Chart 4, which is attached to this Contract as "Exhibit D" and fully incorporated herein and the Schedule of FSMC Employees, which is attached to this Contract as "Exhibit H" and fully incorporated herein.

Employees retained by: FSMC (See Exhibit H.)

3. If SFA is transitioning employees to FSMC payroll, each position to be transitioned and date of anticipated transition shall be identified in Section O, *Optional Requirements to Be Included* herein
4. For any employees retained by FSMC, SFA shall provide in Exhibit H a list of each FSMC food service position and the minimum qualifications acceptable to SFA for each position.
5. Any food service position not identified in the above-stated Exhibits shall be an employee of SFA.
 - a) Such employees shall be supervised on SFA's behalf by FSMC management employees; provided, however, that
 - b) SFA shall retain the exclusive right to control the terms and conditions of the employment of such supervisory and non-supervisory employees, including, but not limited to, control over their hiring, firing, promotion, discipline, levels of compensation and work duties.
6. If provided for in the Proposal, SFA and FSMC may transition SFA's food service employees to FSMC's payroll. If transition occurs,
 - a) FSMC shall give first consideration to current employees of SFA or incumbent contractor when hiring employees to provide services pursuant to this Contract, but FSMC shall not be obligated to hire such employees.
 - b) SFA shall not pay cost of transferring SFA employees to FSMC payroll.

7. If SFA is sharing FSMC employees with other SFA's, SFA shall identify in Chart 9 of the "List of Charts and Other Attachments," which is attached to this Contract as "Exhibit D" and fully incorporated herein:
 - a) each SFA with whom the FSMC employee is to be shared and
 - b) state the percentage of time each employee will spend with each SFA.
 - c) SFA's budget shall reflect percentage of time each employee will work at SFA and for which SFA will be charged.
8. SFA shall have final approval regarding the hiring of Food Service Manager.
9. FSMC shall:
 - a) Comply with all wage and hours of employment requirements of federal and state laws.
 - b) Be responsible for supervising and training personnel, including SFA-employed staff. Supervision activities include employee and labor relations, personnel development, and hiring and termination of FSMC management staff, except for the Food Service Director.
 - c) Be responsible for the hiring and termination of non-management staff who are employees of FSMC.
 - d) Provide Workers' Compensation coverage for its employees, as required by law.
 - e) Instruct its employees to abide by the policies, rules, and regulations with respect to use of SFA's premises as established by SFA and are furnished in writing to FSMC.
 - f) Maintain its own personnel and fringe benefits policies for its employees, subject to review by SFA.
 - g) Assign to duty on SFA's premises only employees acceptable to SFA.
 - h) Cause all of its employees assigned to duty on SFA's premises to submit to health examinations as required by law, and shall submit satisfactory evidence of compliance with all health regulations to SFA upon request.
 - i) Remove any employee who violates health requirements or conducts him/herself in a manner that is detrimental to the well-being of the students, provided such request is not in violation of any federal, state or local employment laws. In the event of the removal or suspension of any such employee, FSMC shall immediately restructure the food service staff to avoid disruption of service
 - j) not blacklist or require a letter of relinquishment or publish or cause to be published or blacklisted any employee of FSMC or SFA discharged from or voluntarily leaving

the service of FSMC or SFA with intent of and for the purpose of preventing such employee from engaging in or securing similar or other employment from any other corporation, company, or individual.

10. Staffing patterns, except for the Food Service Director, shall be mutually agreed upon.
11. All SFA and FSMC personnel assigned to the food service operation in each school shall be instructed in the use of all emergency valves, switches, and fire and safety devices in the kitchen and cafeteria areas.
12. To the extent and in the manner required by state law and the SFA, the FSMC shall perform a security (background) check on any FSMC employee that will be working at SFA.

H. Use of Facilities, Inventory, Equipment, and Storage

1. SFA will make available, without any cost or charge to FSMC, area(s) of the premises in which FSMC shall render its services.
2. SFA shall have full access to the food service facilities at all times and for any reason, including inspection and audit.
3. At the commencement, termination or expiration of this Contract, FSMC and SFA shall take a physical inventory of all non-expendable supplies and capital equipment owned by SFA, including, but not limited to, silverware, trays, chinaware, glassware and kitchen utensils and all furniture, fixtures, and dining room equipment utilized in SFA's Food Service Program.
 - a) FSMC and SFA shall mutually agree on the usability of such supplies and equipment and,
 - b) at the expiration or termination of this Contract, FSMC shall surrender to SFA all non-expendable supplies and capital equipment in the condition in which it was received except for ordinary wear and tear, damage by the elements and except to the extent that said premises or equipment may have been lost or damaged by vandalism, fire, flood or other acts of God, or theft by persons other than employees of FSMC except through the negligence of FSMC or its employees, or for any other reason beyond the control of FSMC.
 - c) FSMC and SFA will sign a summary of the beginning inventory at the commencement and at the expiration or termination of this Contract and keep a copy of each on file with this Contract.

4. At the commencement and at the expiration or termination of this Contract, FSMC and SFA shall jointly undertake a beginning and closing inventory of all food and supplies.
 - a) USDA Foods shall also be inventoried by a separate inventory.
 - b) FSMC and SFA shall determine whether any portion of the beginning inventory is not suitable for SFA's continued use. Such inventory, when completed, shall become a part of this Contract by incorporation.
 - c) FSMC shall be responsible for accounting for any difference between the beginning inventory and the ending inventory and shall compensate SFA for any shortfall in inventory not arising from:
 - i) use of food, USDA Foods and related supplies in SFA's Food Service Program **for which SFA had not previously received a credit;**
 - ii) normal wear and tear;
 - iii) theft, fire or other casualty loss beyond the control of FSMC and not arising from the negligence of FSMC or its agents.
 - d) The value of the inventories, except for USDA Foods inventories, shall be determined by invoice cost.
 - e) The value of USDA Foods inventories shall be the market value, which is the value in USDA's Commodity Ordering System at the time the USDA Foods are received by SFA. **FSMC shall be compensated for any increases in such inventory not accounted for by commodity inventory increases for which FSMC had not previously provided SFA a credit.**

5. **FSMC** shall:
 - a) Maintain the inventory of silverware, chinaware, kitchen utensils and other operating items necessary for the food service operation and at the inventory level as specified by SFA.
 - b) Maintain adequate storage procedures, inventory and control of USDA Foods in conformance with SFA's agreement with the USDA Foods NE office.
 - c) Provide SFA with keys for all food service areas secured with locks.
 - d) Not remove any food preparation and serving equipment owned by SFA from SFA's premises.
 - e) Comply with all SFA building rules and regulations.

- f) surrender to SFA all of SFA's equipment and furnishings used in SFA's Food Service Program in good repair and condition, reasonable wear and tear excepted upon termination of this Contract
- g) FSMC shall not use SFA's facilities to produce food, meals or services for third parties without the approval of SFA.
 - i) If such usage is mutually acceptable, there shall be a signed agreement that stipulates the fees to be paid by FSMC to SFA for such facility usage.
 - ii) Such usage may not result in a cost to the Non-profit Food Service Account.

6. SFA

- a) Will replace expendable equipment and replace, repair and maintain nonexpendable equipment except when damages result from the use of less than reasonable care by the employees of FSMC.
- b) Shall provide FSMC with local telephone service.
- c) Shall provide water, gas and electric service for the food service program.
- d) Shall furnish and install any equipment and/or make any structural changes to the facilities needed to comply with federal, state, or local laws, ordinances, rules and regulations.
- e) Shall be responsible for any losses, including USDA Foods, which may arise due to equipment malfunction or loss of electrical power not within control of FSMC.
- f) Shall not be responsible for loss or damage to equipment owned by FSMC and located on SFA premises.
- g) On the termination or expiration of this Contract, shall conduct a physical inventory of all equipment, food and supplies owned by SFA.
- h) Shall retain title to all SFA food and supplies in SFA during the course of this Contract

I. Health Certifications/Food Safety/Sanitation

1. FSMC shall

- a) Maintain, in the storage preparation and service of food, proper sanitation and health standards in conformance with all applicable State and local laws and regulations, and comply with the food safety inspection requirement of § 210.13(b). (7 CFR § 210.9(b)(14))

- b) Maintain all State of Nebraska and local health certification for any facility outside the school in which it proposes to prepare meals and shall maintain this health certification for the duration of this Contract. (7 CFR § 210.16(c)(2))
- c) Obtain and post all licenses and permits as required by federal, state, and/or local law.
- d) Comply with all State of Nebraska and local and sanitation requirements applicable to the preparation of food. (7 CFR 210.16(a)(7))
- e) adhere to the food safety program implemented by the SFA for all preparation and service of school meals, using a Hazard Analysis and Critical Control Point (HACCP) system as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).
- f) allow at least two health inspections to be conducted by the Health Department at every site involved in school meal preparation and/or service as required by the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265).

2. SFA shall

- a) maintain applicable health certification and
- b) Ensure that FSMC complies with all applicable state and local regulations pertaining to sanitation, preparing or serving meals at a SFA facility. (7 CFR § 210.16(a)(7))
- c) Provide sanitary toilet and hand washing facilities for the employees of FSMC.

3. **Insert FSMC or SFA to indicate responsibility for the described services:**

- a) FSMC shall be responsible for cleaning food service equipment, kitchen floors, hoods and grease filters.
- b) FSMC shall be responsible for the maintenance and expense of insect and pest control in all food service production and storage areas. FSMC will notify SFA of any problems in this area.
- c) SFA shall be responsible for removal of trash and garbage resulting from the food service program in compliance with SFA's schedule for waste disposal.
- d) FSMC shall be responsible for all regular food service related building maintenance, with the exception of normal clean up.
- e) FSMC shall clean the kitchen and SFA shall clean dining room areas. (See Exhibit D, Chart 2, Designation of Program Expenses)
- f) SFA shall provide regular cleaning service for cafeteria walls, windows, floors, light fixtures, draperies and blinds, and periodic waxing and buffing of floors.

- g) SFA shall place garbage and trash in containers in designated areas as specified by SFA.
 - h) FSMC shall operate and care for all equipment and food service areas in a clean, safe and healthy condition in accordance with the standards acceptable to SFA and comply with all applicable laws, ordinances, regulations, and rules of federal, state, and local authorities, including laws related to recycling.
 - i) FSMC shall routinely clean grease traps, ductwork, plenum chambers and roof fans.
 - j) SFA shall provide extermination services as needed.
4. Any cleaning or sanitation that is not specifically assigned herein shall be the responsibility of SFA.

J. Financial Terms

- 1. The SFA expects that this will be a no loss food service program.
- 2. All income accruing as a result of payments by children and adults, federal and state reimbursements, and all other income from sources such as donations, special functions, catering, à la carte, vending, concessions, contract meals, grants and loans shall be credited to the Non-profit School Food Service Fund on a daily basis. Any profit or guaranteed return shall remain in the SFA’s Non-profit School Food Service Account.
- 3. All facilities, equipment and services to be provided by SFA shall be provided at SFA’s expense.

3. Computation of Meal Equivalency Rate

Meal Equivalency Rate means the sum of the total reimbursement received for each lunch meal served and claimed. The equivalency factor shall remain fixed for the term of the Contract and all renewals.

Meal Equivalency Rate

(AS PROVIDED BY NDE)

Lunch Rate:	
Current Year Federal Free Rate of Reimbursement:	\$ <u>2.86</u>
Current Year State Match Reimbursement Rate:	\$ <u>0.02</u>
Current Year Value of USDA Entitlement USDA Foods:	\$ <u>0.2275</u>
Current Year Value of USDA Bonus USDA Foods (If Applicable):	\$ <u>0.00</u>
Total Meal Equivalent Rate:	\$ <u>3.1075</u>

4. Payment Terms/Method

- a) . (Competitive Sealed Proposals) Fixed Per Meal Rate Bid—the FSMC must bid and will be paid at a fixed rate per meal/Meal Equivalent. The offer amount should be based on assumption that no donated USDA Foods will be available for use. The method by which FSMC will use and account for USDA Foods shall be in accordance with section F of the Standard Terms and Conditions herein above.

To be completed by the FSMC	
Fixed Price Per Meal/Meal Equivalent	Breakfast :\$
	Lunch: \$
	Snack: \$
	A la Carte: \$

- b) The fixed price per meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as measured from January –December of the renewal year and published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home(CPI). See Exhibit N.
- c) Such increases shall be effective on a prospective basis on each anniversary date of this Contract and will be allowed only if approved in advance by SFA.
- d) CPI Fee increases for the upcoming Contract renewal year must be submitted to SFA by April 1 of each year.
- e) No other fee increases will be allowed.
- f) For the purpose of computing the foregoing meal counts, the number of National School Lunch Program, School Breakfast Program, After School Care Snack Program and Summer Program meals served to children shall be determined by actual count. No payment will be made to FSMC for meals that:
- i) are spoiled or unwholesome at the time of delivery;
 - ii) do not meet detailed specifications as developed by SFA for each food component in the meal pattern; or
 - iii) Do not otherwise meet the requirements of this Contract.
1. Payment Terms/Method: FSMC shall invoice SFA within 7 days after the end of each Accounting Period for the total amount of SFA's financial obligation for that Accounting Period.

2. No interest or finance charges that may accrue under this Contract may be paid from SFA's Nonprofit School Food Service Account.
3. **FSMC must:**
 - a) Be responsible for paying all applicable taxes and fees, including, but not limited to, excise tax, state and local income tax, payroll and withholding taxes, for FSMC employees.
 - b) Indemnify and hold SFA harmless for all claims arising from payment of such taxes and fees.
4. SFA shall not be responsible for any expenditure incurred by FSMC before execution of this Contract and approval by NDE-Nutrition Services.

K. Books and Records

1. **FSMC shall:**
 - a) maintain such records (supported by invoices, receipts, or other evidence) as SFA will need to meet monthly reporting responsibilities and
 - i) Shall submit monthly operating statements in a format approved by the SFA no later than the **5th** day of the month determined by SFA & FSMC following the month in which services were rendered.
 - ii) Participation records, including claim information by eligibility category, shall be submitted no later than the **5th day of the month determined by the SFA & FSMC** following the month in which services were rendered.
 - iii) SFA shall perform edit checks on the participation records provided by the FSMC prior to the preparation and submission of the claim for reimbursement.
 - b) Maintain records at SFA's premises to support all allowable expenses appearing on the monthly operating statement.
 - c) These records shall be kept in an orderly fashion according to expense categories.
 - d) Provide SFA with a year-end statement.
 - e) SFA and FSMC must provide all documents as necessary for the independent auditor to conduct SFA's single audit.
 - f) FSMC shall make its books and records pertaining to the Contract available, upon demand, in an easily accessible manner for a period of three years after the final claim for reimbursement for the fiscal year to which they pertain.

- g) The books and records shall be made available for audit, examination, excerpts, and transcriptions by SFA and/or any state or federal representatives and auditors.
 - h) If audit findings regarding FSMC's records have not been resolved within the three-year record retention period, the records must be retained beyond the three-year period for as long as required for the resolution of the issues raised by the audit. (Reference 7 CFR §210.9(b)(17), 7 CFR §3016.36(i)(10), and 7 CFR §3019.48(d))
 - i) Authorized representatives of SFA, NDE-Nutrition Service, USDA Foods Nebraska office, USDA and USDA's Office of the Inspector General (OIG) shall have the right to conduct on-site administrative reviews of the food service operation.
2. FSMC shall not remove federally required records from SFA premises upon the expiration or termination of this Contract.

L. Term and Termination

- 1. If, at any time, SFA shall make a reasonable decision that adequate funding from federal, state or local sources shall not be available to enable SFA to carry out its financial obligation to FSMC, then SFA shall have the option to terminate this Contract by giving 10 days written notice to FSMC.
- 2. In the event either party commits material breach of this Contract, the non-breaching party shall give the breaching party written notice specifying the default, and the breaching party shall have 30 days within which to cure the default.
 - a) If the default is not cured within that time, the non-breaching party shall have the right to then terminate this Contract for cause by giving 30 days written notice to the breaching party.
 - b) If the breach is remedied prior to the proposed termination date, the non-breaching party may elect to continue this Contract.
 - c) Notwithstanding the foregoing termination clause, in the event that the breach concerns sanitation problems, the failure to maintain insurance coverage as required by this Contract, failure to provide required periodic information or statements or failure to maintain quality of service at a level satisfactory to SFA, SFA may terminate this Contract immediately.
- 3. Either party may terminate this Contract for cause by providing sixty (60) days prior written notice to the other party.

4. In the event that either party is prevented from performing its obligations under this Contract by war, acts of public enemies, fire, flood or acts of God (individually each known as a "Force Majeure Event"), that party shall be excused from performance for the period of such Force Majeure Event exists.
5. In the event of FSMC's nonperformance under this Contract or the violation or breach of the terms of this Contract, SFA shall have the right to pursue any and all available administrative, contractual and legal remedies against FSMC.
6. FSMC shall promptly pay SFA the full amount of any meal over claims, disallowed costs or other or fiscal actions which are attributable to FSMC's actions hereunder, including those over claims based on review or audit findings that occurred during the Effective Dates of original and renewal contracts.
7. SFA is the responsible authority without recourse to USDA or NDE for the settlement and satisfaction of all contractual and administrative issues arising in any way from this Contract. Such authority includes, but is not limited to, source evaluation, protests, disputes, claims or other matters of a contractual nature.

M. Insurance

SFA MUST evaluate and determine acceptable insurance limits for this section.

1. FSMC shall maintain the insurance coverage set forth below for each accident provided by insurance companies authorized to do business in the state of Nebraska. A Certificate of Insurance of FSMC's insurance coverage indicating these amounts must be submitted at the time of award.
2. The information below must be completed by SFA:
 - a) Comprehensive General Liability—includes coverage for:
 - i) Premises—Operations
 - ii) Products—Completed Operations
 - iii) Contractual Insurance
 - iv) Broad Form Property Damage
 - v) Independent Contractors
 - vi) Personal Injury: \$1,000,000 Combined Single Limit.
 - b) Automobile Liability coverage with a \$ 5,000,000 Combined Single Limit.

- c) Workers' Compensation—Statutory; Employer's Liability with a combined single limit of \$2,500,000.
- d) Excess Umbrella Liability with a combined single limit of \$0.00.
- 3. SFA shall be included as additional insured on General Liability, Automobile, and Excess Umbrella policies.
- 4. The contract of insurance shall provide for notice to SFA of cancellation of insurance policies 30 days before such cancellation is to take effect.
- 5. Notwithstanding any other provision of this Contract, SFA shall not be liable to FSMC for any indemnity.

N. Trade Secrets and Proprietary Information

- 1. During the term of this Contract, FSMC may grant to SFA a nonexclusive right to access certain proprietary materials of FSMC, including menus, recipes, signage, food service surveys and studies, management guidelines and procedures, operating manuals, software (both owned by and licensed by FSMC) and similar compilations regularly used in FSMC business operations ("Trade Secrets").
 - a) SFA shall not disclose any of FSMC's Trade Secrets or other confidential information, directly or indirectly, during or after the term of this Contract.
 - b) SFA shall not photocopy or otherwise duplicate any such material without the prior written consent of FSMC.
 - c) All trade secrets and other confidential information shall remain the exclusive property of FSMC and shall be returned to FSMC immediately upon termination of this Contract.
 - d) SFA shall not use any confusingly similar names, marks, systems, insignia, symbols, procedures and methods.
 - e) Without limiting the foregoing and except for software provided by SFA, SFA specifically agrees that all software associated with the operation of the food service, including without limitation, menu systems, food production systems, accounting systems and other software, are owned by or licensed to FSMC and not SFA.

- f) Furthermore, SFA's access or use of such software shall not create any right, title interest or copyright in such software and SFA shall not retain such software beyond the termination of this Contract.
 - g) In the event of any breach of this provision, FSMC shall be entitled to equitable relief, including an injunction or specific performance, in addition to all other remedies otherwise available.
 - h) All of SFA's obligations under this section are subject to SFA's obligations under Nebraska Statute and any other law that may require SFA to use, reproduce or disclose FSMC confidential information.
 - i) This provision shall survive termination of this Contract.
2. Any discovery, invention, software or program, the development of which is paid for by SFA, shall be the property of SFA to which NDE-Nutrition Services and USDA shall have unrestricted rights.
3. During the term of this Contract, FSMC may have access to SFA confidential information ("SFA Confidential Information"), including student identifiable confidential information that is protected from disclosure by federal law (42 U.S.C. §1758(b)(6)).
- a) FSMC agrees to hold any SFA Confidential Information in confidence during the term of this Contract and thereafter.
 - b) FSMC further agrees that FSMC has no independent rights to this information and will not make any SFA Confidential Information available in any form to any third party or use Confidential Information for any purpose other than the performance of FSMC's obligations under this Contract.
 - c) FSMC will use reasonable security measures to protect SFA's Confidential Information from unauthorized access, use or disclosure and ensure that SFA's Confidential Information is not disclosed or distributed in violation of the terms of this Contract.
 - d) Immediately upon the termination or expiration of this Contract, FSMC shall return to SFA any copies of SFA's Confidential Information provided to FSMC by SFA, and FSMC will destroy all other copies of SFA's Confidential Information in all forms, partial and complete, in all types of media and computer memory, and whether or not modified or merged into other materials.

O. Optional Requirements to Be Included

The scope of this Contract shall include these additional services.

- 1. Information Technology Systems.
 - a. SFA shall provide, at its expense, a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the installation, implementation, operation and maintenance of the IT System.
- 2. SFA Transition Employee Positions and Dates of Transition.
 FSMC shall interview interested current employees of SFA and transition to FSMC’s payroll any hired employee, give anticipated date of transition, and manner in which transition shall occur.

Q. Certifications

FSMC shall execute and comply with the following Certifications:

- 1. Debarment Certification, which is attached to this Contract as Exhibit J and fully incorporated herein;
- 2. Anti-collusion Affidavit, which is attached to this Contract as Exhibit K and fully incorporated herein;
- 3. Certification Regarding Lobbying, which is attached to this Contract as Exhibit L and fully incorporated herein; and
- 4. Standard Form-LLL, Disclosure Form to Report Lobbying, when applicable, which is attached to this Contract as Exhibit M and fully incorporated herein.

R. Miscellaneous

- 1. Emergency Notifications.
 - a. SFA shall notify FSMC of any interruption in utility service of which it has knowledge. Notification will be provided to:
 Name: _____
 Title: _____
 Telephone number: _____
 Alternate telephone number: _____

- b. SFA shall notify FSMC of any delay in the beginning of the school day or the closing of school(s) due to snow or other emergency situations. Notification will be provided to:

Name: _____

Title: _____

Telephone number: _____

Alternate telephone number: _____

- 2. Governing Law. This Contract is governed by and shall be construed in accordance with Nebraska law.
- 3. Headings. All headings and formatting contained in this Contract are for convenience of reference only, do not form a part of this Contract, and shall not affect in any way the meaning or interpretation of this Contract.
- 4. Incorporation/Amendments.
 - a. This Contract, which includes the attached Exhibits A – M and SFA's RFP and Contract (collectively the "Contract Documents"), contain the entire agreement between the parties with relation to the transaction contemplated hereby, and there have been and are no covenants, agreements, representations, warranties or restrictions between the parties with regard thereto other than those specifically set forth in this Contract.
 - b. In the event of a conflict between or among any of the terms of the Contract Documents, such conflicts shall be resolved by referring to the Contract Documents in the following order of priority:
 - i. Contract;
 - ii. SFA's RFP. No modification or amendment to this Contract shall become valid unless it is made in writing, signed by the parties, and approved by NDE.
- 5. Indemnity.
 - a. Except as otherwise expressly provided in this Contract, FSMC will defend, indemnify, and hold SFA harmless from and against all claims, liability, loss and expense, including reasonable collection expenses, attorneys' fees and court costs that may rise because of the actions of FSMC, its agents or employees in the performance of its obligations under this Contract, except

to the extent any such claims or actions result from the negligence of SFA, its employees or agents.

b. This clause shall survive termination of this Contract.

6. Nondiscrimination. Both SFA and FSMC agree that no child who participates in the NSLP, SBP, SMP, ASSP, FFVP, CACFP, SFSP-SSO, or SFSP will be discriminated against on the basis of race, color, national origin, age, sex, or disability.

7. Notices.

a. All notices, consents, waivers or other communications which are required or permitted hereunder, except those required under Emergency Notification herein above, shall be sufficient if given in writing and delivered personally, or by sending a copy thereof by first class or express mail, postage prepaid, courier service, charges prepaid or by facsimile transmission (followed by the original) to the address (or to the facsimile or telephone number), as follows (or to such other addressee or address as shall be set forth in a notice given in the same manner):

To SFA: _____

To FSMC: _____

Copy to: _____

b. If such notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or courier service for delivery to that person or, in the case of facsimile transmission, when received.

8. Severability. If one or more provisions of this Contract, or the application of any provision to either party or circumstance is held invalid, unenforceable or illegal in any respect, the remainder of this Contract and the application of the provision to other parties or circumstances shall remain valid and in full force and effect.

9. Silence, absence or omission. Any silence, absence, or omission from the Contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by SFA are to be used.

10. Subcontract/Assignment. No provision of this Contract shall be assigned or subcontracted without prior written consent of SFA, except that FSMC may, after notice to SFA, assign this Contract in its entirety to an affiliated company or wholly owned

subsidiary without prior written consent and without being released from any of its responsibilities hereunder.

11. Waiver. The failure of FSMC or SFA to exercise any right or remedy available under this Contract upon the other party's breach of the terms, covenants or conditions of this Contract or the failure to demand prompt performance of any obligation under this Contract shall not be deemed a waiver of such right or remedy; of the requirement of punctual performance; or of any subsequent breach or default on the part of the other party.

12. NDE review. This Contract is not effective until it is approved, in writing, by NDE.

(THIS SPACE INTENTIONALLY LEFT BLANK)

AGREEMENT

Offeror certifies that the FSMC shall operate in accordance with all applicable state and federal regulations.

Offeror certifies that all terms and conditions within the Proposal shall be considered a part of this Contract as if incorporated therein.

This Contract shall be in effect for one year and may be renewed by mutual agreement for up to four additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed by their duly authorized representatives.

ATTEST:

ATTEST:

SCHOOL FOOD AUTHORITY:

Springfield Platteview Community Schools
Name of SFA

Signature of Authorized Representative

Brett A. Richards
Typed Name of Authorized Representative

Superintendent
Title

Date Signed

FOOD SERVICE MANAGEMENT
COMPANY:

Name of FSMC

Signature of Authorized Representative

Typed Name of Authorized Representative

Title

Date Signed

Exhibit A: SCHEDULE OF FOOD SERVICE LOCATIONS AND SERVICES PROVIDED

Platteview High School: Breakfast 7:30-8:10 AM, Lunch 11:30 AM-12:51 PM.

School Breakfast Program (SBP), National School Lunch Program (NSLP), A la Carte Adult Meals, and Catering.

Platteview Central Junior High: Breakfast at PHS, Lunch 11:30 AM- 12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), A la Carte, and Adult Meals.

Springfield Elementary School: Breakfast 7:45-8:10 AM, Lunch 11:15 AM-12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), and Adult Meals.

Westmont Elementary School: Breakfast 7:45-8:10 AM, Lunch 11:15 AM-12:51 PM

School Breakfast Program (SBP), National School Lunch Program (NSLP), and Adult Meals.

Exhibit B: MENU CYCLE FOR NATIONAL SCHOOL LUNCH PROGRAM

Attach a sample 21-day cycle lunch menu prepared by the SFA. Nutrition Services –NDE will work with you to ensure all meal pattern requirements have been met. This menu must be followed the first 21-day of the new school year – minor changes can be made with approval from the SFA and NDE.

2012- 2013 School Year

School Level: High School

Exhibit B: MENU CYCLE FOR A LA CARTE PROGRAM

Attach a sample 21-day cycle a la carte menu prepared by the SFA or FSMC, with approval of NDE-Nutrition Services. This menu must be used for the first 21-day cycle of the new school year.

2012- 2013 School Year

School Level: High School Junior High/Middle Elementary

Exhibit B: MENU CYCLE FOR SCHOOL BREAKFAST PROGRAM

Attach a sample 21-day cycle breakfast menu prepared by the SFA. Nutrition Services – NDE will work with you to ensure all meal pattern requirements have been met. This menu must be followed the first 21-day of the new school year – minor changes can be made with approval from the SFA and NDE.

2012 - 2013 School Year

School Level: High School/ Junior High

Exhibit C: FOOD SERVICE BUDGET – FIXED-MEAL RATE

SFA 2011-12 School Year (August 2011- June 2012)	
Revenues	
Lunch, Breakfast, Milk Sales	\$188,485.20
Ala Carte and Adult Meal Sales	\$100,593.25
Rebates	\$0.00
Interest Earned	\$11.61
Subsidies/ Loans	\$0.00
Other Revenues (e.g. catering)	\$9,983.43
Other- Ala carte (schools)	\$623.50
Program Reimbursements (Federal)	\$110,541.03
State Funds	\$1098.83
Grants	\$1.00
	<i>Total Cash</i> \$414,799.37
Expenditures	
Personnel Services	\$195,668.90
Employee Services	\$5,681.50
Purchased Services	\$140.00
Internal Services	\$201.35
Staff Breakfast	\$2,106.78
Materials and Supplies	\$5,316.65
Food Products	\$201,165.93
Capital Outlay	\$5,122.85
Other Uses of Funds	\$0.00
	Total Expenses 417,409.23
USDA Foods (See Below)	
USDA Foods Used (<i>Contact NE-USDA Foods office for annual SFA usage am't</i>)	\$
USDA Foods Delivery	\$
USDA Foods Processing	\$
Total Revenues – Total Expenses = Surplus / Subsidy	\$2,609.86
FSMC Guaranteed Return	\$10,000.00
SFA Employee Responsible for submission of this budget data:	
Name: Brett Richards	Telephone: 402-592-1300

US Foods	
2012	
Original Entitlement:	\$22,782.44
Carry-over (only for 2012)	\$ 1540.61
DoD Favors allocation:	<u>\$(4,000.00)</u>
Total Entitlement:	\$20,323.05
Total Used:	<u>\$(18,772.66)</u>
Total Unused:	\$ 1,550.39
2013	
Original Entitlement:	\$23,614.05
DoD Favors allocation:	<u>\$(3,000.00)</u>
Total Entitlement:	\$20,614.05
Total Used (thru March 2013)	\$(14,666.75)
Adj.-Credit 4cs not rec'd:	<u>\$ 35.44</u>
Total Unused:	\$ 5,982.74
Name: Brett Richards	Telephone: 402-502-1300

**Exhibit D: LIST OF CHARTS AND OTHER ATTACHMENTS
[SFA shall provide to all vendors with RFP/Contract]**

Chart 1: Enrollment Chart (By Campus)

Chart 2: Designation of Program Expenses

1. The SFA deemed the following Program Expense schedule to be a necessary part of this bid specification as an indicator of who will have responsibility for the cost.
2. Costs that are not provided for under the standard contract terms and conditions, but are necessary for the effective on-site operation of the food service program and are directly incurred for the SFA's operation, must be assigned by the SFA and included in the RFP.
3. The column selected by the SFA for each expense represents whether the SFA or FSMC is ULTIMATELY responsible for that cost.

DESCRIPTION	FSMC	SFA	N/A
FOOD:			
Food Purchases	X		
Commodity Processing Charges	X		
Processing and Payment of Invoices	X		
LABOR:			
FSMC EMPLOYEES:			
Salaries/Wages	X		
Fringe Benefits and Insurance	X		

Retirement	X		
Payroll Taxes	X		
Workers' Compensation	X		
Unemployment Compensation	X		
SFA EMPLOYEES:			
Salaries/Wages			X
Fringe Benefits and Insurance			X
Retirement			X
Payroll Taxes			X
Workers' Compensation			X
Unemployment Compensation			X
OTHER EXPENSES:		FSMC	SFA N/A
**Paper/Disposable Supplies	X		
Cleaning/Janitorial Supplies			X
**Tickets/Tokens	X		
China/Silverware/Glassware:	X		
Initial Inventory			X
Replacement during Operation	X		
Telephone:			
Local – internet			X
Long Distance			X
Uniforms	X		
**Linens			X
Laundry			X
Trash Removal:			
From Kitchen			X
From Dining Area			X
From Premises			X
Pest Control			X
Equipment Replacement:			
Nonexpendable			X
Expendable	X		
Equipment Repair			
**Vehicle Rental (Include Explanation in RFP)			X
**Vehicle Maintenance			X
**Courier Service (i.e., Bank Deposits, School Deliveries)	X		
**Storage Costs:			

Food		X	
Supplies		X	
**Office Supplies	X		
**Printing		X	
**Promotional Materials	X		
**Cellular Phones (See optional requirements)	X		
**Mileage (See optional requirements)	X		
**Lodging (See optional requirements)	X		
**Per Diem (See optional requirements)	X		
**Taxes	X		
Sales	X		
Other	X		
**License Fees	X		
Other (Add other expenses charged to food service. <i>Overhead expenses incurred by FSMC cannot be included</i>)	X		
Cleaning responsibilities:			
Food Preparation Areas & Equipment	X		
Serving Areas	X		
Kitchen Areas	X		
Dining Room Floors		X	
Periodic Waxing and Buffing		X	
Daily Routine Cleaning of Dining Room Tables & Chairs		X	
Thorough Cleaning of Dining Room Tables & Chairs		X	
Cafeteria Walls		X	
Kitchen Walls		X	
Light Fixtures		X	
Windows		X	
Window Coverings		X	
Restrooms for Food Service Employees		X	
Grease Traps	X		
Hoods	X		
Grease Filters	X		
Duct Work	X		
Exhaust Fans	X		
Other: (List Below)			

- Chart 3: Projected Enrollment by Campus – Projected new campuses and dates of anticipated opening must be included
- Chart 4: Staffing (Identifying whether each position is SFA or FSMC personnel):
- A - Cafeteria Staffing (Elementary)- All FSMC
 - B - Cafeteria Staffing (Secondary)- All FSMC
- Chart 5: Participation Data for free, reduced-price and paid meals:
- Meal Prices and Costs per Meal
- **Secondary Breakfast= \$1.75; Secondary Lunch= \$2.60**
 - **Elementary Breakfast= \$1.50; Elementary lunch= \$2.35**
- Chart 6: Chart/copies of Reimbursement Claims for Current and Prior School Years
- Identify:**
1. The percentage of time FSMC employee will work at each SFA-FSMC Choice.
- Chart 7: School Calendar for 2013-14.

Exhibit E: FOOD SPECIFICATIONS

1. All Food Specifications must meet requirements of the United States Department of Agriculture (“USDA”) *Food Buying Guide* (“FBG”).
2. All USDA-donated USDA Foods offered to the SFA and made available to FSMC are acceptable and should be utilized in as large a quantity as may be efficiently utilized.
3. Breads, bread alternates, and grains must be made from whole-grain or enriched meal or flour; whole grain rich products must contain at least 51% whole grains by weight or have a whole grain listed as the first ingredient label. The remaining grains in the product must be enriched.
 - a. At least half of the grains offered must be whole grain-rich as of 2012-2013.
 - b. By July 2014 all grains offered must be whole grain-rich
4. All meat and poultry must have been inspected by USDA and must be free from off color or odor.
 - a. Beef must be at least 70:30 lean to fat, preferably 80:20 lean to fat.
 - b. For sausage patties, the maximum fat allowed is 50% by weight; industry standard of 38% to 42% fat preferred.
 - c. Poultry should be U.S. Grade A when applicable and should meet the recommendations outlined in *Specifications for Poultry Products, A Guide for Food Service Operators* from USDA.
 - d. All cured processed meats (bologna, frankfurters, luncheon meat, salami, others) shall be made from beef, pork and/or poultry. No variety meats, fillers, extenders, non-fat milk solids, or cereal will be allowed. Meats must not show evidence of greening, streaking, or other discoloration.
5. All fish must have been inspected by the United States Department of Commerce (USDC) and meet minimum flesh and batter/breading required for USDC Grade A product or product packed under federal inspection (PUFI) by the USDC.
6. All cheese should be firm, compact and free from gas holes; free of mold; free of undesirable flavor and odors; pasteurized when applicable; and preferably reduced or low-fat. All cheese should also have a bright, uniform, and attractive appearance; and have a pleasing flavor; demonstrate satisfactory melting; and contain proper moisture and salt content.

7. Fresh fruits and vegetables must be ripe and in good condition when delivered and must be ready for consumption per the USDA FBG. Fruits must at a minimum meet the food distributors' second quality level. Fruits should have characteristic color and good flavor and be well-shaped and free from scars and bruises. Vegetables should have characteristic color and good fresh flavor and be free from discoloration, blemishes, and decay. Size must produce a yield equal to or greater than the attached 21-day cycle menu requirements.
8. All canned vegetables must meet the food distributors' first quality level (extra fancy and fancy) and canned fruits (standard) must meet the second quality level.
9. Eggs must be inspected and passed by the state or federal Department of Agriculture and used within 30 days of date on carton. Eggs should be grade A, uniform in size, clean, sound-shelled, and free of foreign odors or flavors.
10. Sauces, such as gravy, spaghetti sauce, pizza sauce, etc., must be smooth and uniform in color with no foreign substance, flavor, odor, or off color.
11. If applicable, the food production facility, manufacturing plant, and products must meet all sanitary and other requirements of the Food, Drug, and Cosmetic Act and other regulations that support the wholesomeness of products.
12. Meals and food items must be stored and prepared under properly controlled temperatures and in accordance with all applicable health and sanitation regulations.
13. Fluid milk as a beverage. Must be low fat % or less and flavored must be fat free.

Exhibit F: METHODOLOGY FOR ALLOCATED COSTS

Indicate methodology for allocating costs. **NOTE: ALLOCATED COSTS MAY NOT BE INCLUDED IN THE GENERAL AND ADMINISTRATIVE EXPENSE FEE.**

Exhibit G: SCHEDULE OF APPLICABLE LAWS

1. FSMC shall comply with
 - a) Mandatory standards and policies relating to energy efficiency that are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (P.L. 94-163, 89 Stat. 871).
 - b) All applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857[h]), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency (EPA) regulations (40 CFR Part 15)
 - c) Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (the "Act"), 40 U.S.C. § 327-330, as supplemented by Department of Labor regulations, 29 CFR Part 5.
 - i) Under Section 103 of the Act, FSMC shall be required to compute the wages of every laborer on the basis of a standard workweek of 40 hours.
 - ii) Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in any workweek.
 - iii) Section 107 of the Act provides that no laborer or mechanic shall be required to work in surroundings or under working conditions, which are unsanitary, hazardous or dangerous to his health and safety as determined under construction, safety and health standards promulgated by the Sec. of Labor.
 - d) Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations, 41 CFR Part 60.
 - e) The following civil rights laws, as amended:
 - i) Title VI of the Education Amendments of 1972;
 - ii) Section 504 of the Rehabilitation Act of 1973;
 - iii) the Age Discrimination Act of 1975;
 - iv) Title 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; and
 - v) FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities.
 - f) The Buy American provision for contracts that involve the purchase of food, USDA Regulation 7 CFR Part 250.
1. FSMC has signed the
 - a. Anti-Collusion Affidavit, Exhibit I, which is attached herein and is incorporated by reference and made a part of this Contract.
 - b. Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, Exhibit H, which is attached herein and is incorporated by reference and made a part of this Contract. (Reference 7 CFR § 3017.)
 - c. Lobbying Certification, Exhibit J, which is attached herein and is incorporated and made a part of this Contract. If applicable, FSMC has also completed and submitted Standard Form-LLL, Disclosure Form to Report Lobbying, Exhibit K herein, or will complete and submit as required in accordance with its instructions included in Exhibit K.

Exhibit H: SCHEDULE OF FSMC EMPLOYEES

- All positions will allow for current SFA employees to interview first for FSMC for the 2013-14 school year.
- The below is minimum requirements for staff in the food service program and is what our current staffing is for each school (except for junior high where we only have two staffers).

SUPERVISOR	SUP./CASHIER
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	
Elementary Buildings	
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	COOK
Middle School	
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT PREVIOUS EXPERIENCE WORKING WITH PREPARATION OF FOOD FOR LARGE GROUPS.	COOK
High School	
HS DIPLOMA OR EQUIVALENT	CASHIER/TICKET SCANNER
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	COOK
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE
HS DIPLOMA OR EQUIVALENT	KITCHEN AIDE

Exhibit J: SUSPENSION AND DEBARMENT CERTIFICATION

U. S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility,
And Voluntary Exclusion-Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7CFR Part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON NEXT PAGE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

PR/Award Number or Project Name

Name of Authorized Representative

Title

Signature

Date

Exhibit J (Continued)

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the form in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tiered covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded" as used in this clause, have the meanings set out in the definitions and coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tiered covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions", without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible or voluntarily excluded from that covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit K: ANTI-COLLUSION AFFIDAVIT

ANTI-COLLUSION AFFIDAVIT

STATE OF _____)

COUNTY OF _____)

_____, of lawful age, being first sworn on oath say, that he/she is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any state official or employees to quantity, quality, or price in the prospective contract, or any other terms of said prospective official concerning exchange of money or other thing of value for special consideration in the letting of contract; that the bidder/contractor had not paid, given or donated, or agreed to pay, give or donate to any officer or employee either directly or indirectly in the procuring of the award of a contact pursuant to this bid.

Signed _____

Subscribed and sworn before me this ___ day of _____, 20__.

Notary Public (or Clerk or Judge) _____

My commission expires _____

Exhibit L: PROCUREMENT: CERTIFICATION REGARDING LOBBYING

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name/Address of Organization

Name/Title of Submitting Official

Signature

Date

Exhibit M: DISCLOSURE OF LOBBYING ACTIVITIES

Approved by OMB

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1362

0348-0046

<p>1. Type of Federal Action:</p> <p><input type="checkbox"/> a. contract</p> <p><input type="checkbox"/> b. grant</p> <p><input type="checkbox"/> c. cooperative agreement</p> <p><input type="checkbox"/> d. loan</p> <p><input type="checkbox"/> e. loan guarantee</p> <p><input type="checkbox"/> f. loan insurance</p>	<p>2. Status of Federal Action:</p> <p><input type="checkbox"/> a. bid/offer/application</p> <p><input type="checkbox"/> b. initial award</p> <p><input type="checkbox"/> c. post-award</p>	<p>3. Report Type:</p> <p><input type="checkbox"/> a. initial offering</p> <p><input type="checkbox"/> b. material change</p> <p>For Material Change Only:</p> <p>Year _____ Quarter _____</p> <p>Date of last report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p><input type="checkbox"/> Prime <input type="checkbox"/> Subawardee</p> <p style="padding-left: 100px;">Tier _____, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Sub-awardee, Enter Name & Address Of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable:</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p style="text-align: center;">\$ _____</p>	
<p>10. a. Name and Address of Lobbying Entity (If individual, last name, first name, MI):</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>	<p>b. Individuals Performing Services (Incl. Address if different from No. 10a) (last name, first name, MI):</p> 	
<p>11. Amount of Payment (check all that apply):</p> <p>\$ _____ <input type="checkbox"/> Actual <input type="checkbox"/> Planned</p>	<p>13. Type of Payment (check all that apply):</p> <p><input type="checkbox"/> a. retainer</p> <p><input type="checkbox"/> b. one-time fee</p> <p><input type="checkbox"/> c. commission</p> <p><input type="checkbox"/> d. contingent fee</p> <p><input type="checkbox"/> e. deferred</p> <p><input type="checkbox"/> f. other; specify: _____</p>	
<p>12. Form of Payment (check all that apply):</p> <p><input type="checkbox"/> a. cash</p> <p><input type="checkbox"/> b. in-kind; specify: nature _____</p> <p style="padding-left: 100px;">value _____</p>		
<p>14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted for Payment Indicated in Item 11:</p> <p style="text-align: center;">(Attach continuation sheet(s) if necessary)</p>		
<p>15. Continuation Sheet(s) attached: <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>16. Information requested through this form is authorized by article 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.</p>		
<p>Signature: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Telephone No: _____ Date: _____</p>		
<p>Federal Use Only: Reproduction of:</p>		<p style="text-align: right;">Authorized for Local</p> <p style="text-align: right;">Standard Form – LLL</p>

Exhibit M: Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities PROCUREMENT

Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal Action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal Action.
2. Identify the status of the covered Federal Action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal Action.
4. Enter the full name, address, city, state and zip code of reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the sub-awardee, e.g., the first sub-awardee of the prime is the 1st tier. Sub-awards include but are not limited to subcontracts, subgrants, & contract awards under grants.
5. If the organization filing the report in item 4 checks "sub-awardee", then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal Agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal Action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal Action identified in item 1 (e.g., **Request for Proposal** (RFP) number; Invitation For Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal Action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a.) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal Action. (b.) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter last name, first name, and middle initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check the appropriate box(es). Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box(es). Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether or not a SF-LLL-A continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number. Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503.

ADDENDUM
SCHOOL FOOD SERVICE AGREEMENT
2013/14

The following is additional language to the Agreement for Management of a School Food Service Program dated July 1, 2013 between **TAHER, INC.**, a Minnesota corporation, with its principal place of business at 5570 Smetana Drive, Minnetonka, MN 55343 (called “CONTRACTOR”) and **SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS**, 14801 S. 108th St., Springfield, NE 68059 (called “SPONSOR”).

THE PARTIES AGREE AS FOLLOWS:

1. Personnel Matters.

- A. Solicitation; Hiring. During the term of this Agreement and for a period of two years following its termination, neither SPONSOR nor its successors or assigns, shall employ, or seek to employ, any supervisory or management person (Chef, Food Service Director, District Manager) employed by CONTRACTOR who participated in providing the Food Service under this Agreement. SPONSOR acknowledges and agrees that the CONTRACTOR’S employees have acquired special knowledge, information, skills and contacts as a result of being employed with and trained by CONTRACTOR. If SPONSOR hires, makes any agreement with, or permits employment of, any such employee, within the restricted period of time, SPONSOR agrees that CONTRACTOR shall suffer damages and SPONSOR shall pay CONTRACTOR a liquidated sum equal to two and one half times the annual compensation for each such person hired. This paragraph shall survive the termination of the Agreement.

- B. New Employee Work Eligibility Verification. Pursuant to Nebraska Revised Statute § 4-114 the Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 W.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee. The Contractor is further required and hereby agrees to include this same provision in every contract with subcontractors which will be physically performing services within the state of Nebraska in conjunction with the contractors’ contract with the District.

Pursuant to Nebraska Revised Statute § 4-108, if the Contractor is an individual or sole proprietorship, then the following also applies:

- 1) The Contractor must complete the United States Citizenship Attestation Form, available on the Nebraska Department of Administrative Services website at www.das.state.ne.us.
- 2) If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the U.S. Citizenship and Immigration Services documentation required to verify the contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 3) The Contractor understands and agrees that lawful presence in the United States is required and the contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. State. § 4-108.

2. CONTRACTOR'S Compensation.

- A. General Compensation Structure. The gross receipts from CONTRACTOR's operation of the Food Service shall be retained by SPONSOR, including all cash, credits, reimbursements and commodity payments. Commodities received by the SPONSOR will be turned over to the CONTRACTOR for use only in SPONSOR's school lunch program. The CONTRACTOR shall provide a report that identifies contents of each deposit by the type of sale to SPONSOR at the close of each month. The SPONSOR shall maintain control of the school lunch account, has overall financial responsibility for the food service and shall pay the CONTRACTOR from the gross receipts deposited in the SPONSOR's food service bank account.
- B. Definitions. The following definitions shall be used in this Agreement:
 - 1) Billing Rates: CONTRACTOR shall provide the Food services on a basis whereby CONTRACTOR shall be reimbursed a Meal Fee per Meal Type. The fee charged by the Contractor during the 2013/2014 school year will be as follows: $\$2.82 + \$.22 = \$3.04$ for student lunches, 1.45 for student breakfasts, \$.78 for snacks, and \$3.01 for Ala Carte Equivalents.
 - 2) Equivalent. The term "Meal Equivalent" shall mean the total of the sales for a la carte items, milk, and miscellaneous items in the operation of the food service divided by the equivalent rate of \$3.1075 per meal.
 - 3) Costs of Business. The term "Costs of Business" shall mean the sum of all costs, charges, and expenses incurred by CONTRACTOR in connection with its operation of the Food Service including, but not limited to the following items:
 - a) CONTRACTOR'S direct cost of labor for the operation of the Food Service, including wages and overtime, salaries, bonuses, retirement plans, vacation, sick pay and severance pay; group benefits such as health insurance and

pension; worker's compensation and unemployment compensation insurance; payroll taxes, employee meals, travel expenses and other directly related labor costs;

- b) CONTRACTOR'S cost of food, beverages, merchandise, materials, expendables and supplies purchased by it for the operation of the Food Service, excluding donated commodities but including applicable taxes and delivery charges, less all applicable discounts and rebates that will be subtracted on the original invoice;
- c) CONTRACTOR'S costs of all other operating expenses incurred by it with respect to its operation of the Food Service including, but not limited to: costs of licenses, permits, maintenance and rental expenses, rent, security costs and cash losses or disappearances incurred by CONTRACTOR on SPONSOR'S Premises not involving CONTRACTOR'S employees or agents, information systems, software, armored car services, promotions or proprietary materials, decorations, necessary overnight delivery, general liability insurance based on the average manual rates for such insurance in the geographic area of SPONSOR'S Premises, other insurance maintained pursuant to the Agreement, out-of-pocket travel and related expenses for training of employees assigned to the Food Service operation, including the costs of an on-site trainer temporarily assigned to SPONSOR'S Premises, sales and use taxes; and any other services related to the operation of the Food Service; and
- d) Any tax plus penalties, which any government determines is payable by CONTRACTOR in the operation of the Food Service;

C. Assumptions. Financial terms of this Agreement are based upon the following assumptions (the "Assumptions"), based on information supplied by SPONSOR:

- 1) That all relevant federal, state and local statutes, rules and regulations relating to school lunch and breakfast programs in effect as of the date hereof shall remain consistent throughout the term of this Agreement;
- 2) That SPONSOR will comply with all federal and state requirements, rules and regulations pertaining to school lunch and breakfast programs and that SPONSOR will obtain all available school lunch and breakfast reimbursements;
- 3) That the quantity, quality and variety of donated commodities throughout the term of this Agreement will be a minimum of \$.2275 per reimbursable meal served;

- 4) That the hours of service of meals, service requirements, type or number of facilities selling food and beverages on SPONSOR's Premises will remain consistent throughout the year;
- 5) That the federal reimbursement rate will be a minimum of \$2.86 for each free lunch, \$2.46 for each reduced price lunch and \$.27 for each paid lunch; \$1.55 for each free breakfast, \$1.25 for each reduced breakfast, and \$.27 for each paid breakfast;
- 6) That the prices charged for school lunches will be \$2.45 for elementary students, \$2.70 for secondary students; \$1.50 for elementary student breakfast and \$1.75 for secondary breakfast; and that these charges will remain constant through the term of this Agreement;
- 7) That SPONSOR's enrollment will be at or above what is specified in the request for proposal throughout the term of this Agreement;
- 8) That there will be at least 178 days of Food Service operation for lunch and 151 days for breakfast. If there is a significant deviation in the days of service, there may need to be a recalculation of the budgeted return; and
- 9) That there occur no fires, floods, wars, riots, strikes, labor unrest, weather, or other events or acts beyond CONTRACTOR's control, which adversely affect the cost of CONTRACTOR's performance of this Agreement.

D. Inventory. Prior to the start of initial operation of the Food Service, SPONSOR and CONTRACTOR will take a beginning inventory of all usable food, supplies and donated commodities on SPONSOR's Premises. CONTRACTOR shall use such inventory which it determines, in its reasonable discretion, is usable in the Food Service at a value determined by invoice cost. On termination of this Agreement, SPONSOR and CONTRACTOR will take another inventory of the usable food, supplies and donated commodities on hand at that time. If, in using the same valuation method used in the initial inventory, it is found that the value of ending inventory is greater than the value of beginning inventory, the difference shall be added to CONTRACTOR's Costs of Business, and if the value of the ending inventory is less, the difference shall be subtracted from CONTRACTOR's Cost of Business. All inventory shall remain on SPONSOR's Premises.

E. Budget. Prior to May 1 of each year, CONTRACTOR shall submit a budget for the upcoming school year pursuant to the Assumptions. The approved budget is attached as Exhibit A. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SPONSOR. If any of the Assumptions shall

prove to be inaccurate, the budget and all other financial terms of this Agreement, including those contained in paragraph 10F, shall be adjusted in proportion to the actual occurrences.

- F. SPONSOR's Net Return; Unanticipated Profits. Provided that actual occurrences do not vary from the Assumptions, CONTRACTOR's budget provides for a net return to the SPONSOR on the Food Service based on the approved meals prices and budget for the school year ("Target Net Return"). If SPONSOR's Target Net Return is less than such amount for reasons other than a variance from the Assumptions due to causes beyond the control of CONTRACTOR, CONTRACTOR's Fees otherwise payable under this Agreement shall be reduced by 100% of the amount of the deficiency. Any and all guaranteed returns must remain in the SPONSOR's nonprofit food service fund.

- 3. Budget.** Prior to May 1 of each year, CONTRACTOR shall submit a budget with billing rates for the upcoming school year pursuant to the Assumptions. The variance of actual occurrences during the upcoming school year from the Assumptions shall be at the risk of SPONSOR. If any of the Assumptions or details as presented in the RFP shall prove to be inaccurate, the budget and all other financial terms of this Agreement shall be adjusted in proportion to the actual occurrences.

- 4. Payment; Deposit.** CONTRACTOR shall account to SPONSOR on a calendar month basis over ten (10) months beginning on the first month of the school year. Prior to the end of the following month, CONTRACTOR shall submit to SPONSOR an itemized monthly invoice. Invoices are payable within ten (10) days of receipt, with past due amounts subject to a monthly service charge of 1.5% per month (or maximum legal rate if lesser) and collection costs (including reasonable attorneys' fees) as incurred. Any interest payments due CONTRACTOR for non-payment shall not be paid to CONTRACTOR out of the nonprofit lunch fund, but rather SPONSOR'S general fund. Before the school year begins, CONTRACTOR shall submit an invoice to SPONSOR equal to one month's meal counts. On the final invoice for the school year, CONTRACTOR shall credit SPONSOR for payment of said invoice and any net credit balance shall be paid to SPONSOR.

5. Indemnity.

- A. CONTRACTOR's Obligation. CONTRACTOR shall indemnify and hold SPONSOR harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of production, preparation, sales and delivery of food products by CONTRACTOR or out of CONTRACTOR's use of delivery vehicles; provided, however, that SPONSOR shall give CONTRACTOR and its insurers the opportunity to defend, litigate and settle such claims and SPONSOR shall cooperate in such defense.

- B. SPONSOR's Obligation. SPONSOR shall indemnify and hold CONTRACTOR harmless from and against all claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any personnel action taken by SPONSOR or by CONTRACTOR at SPONSOR's direction or out of injury or death of persons or damage to property, except those described in paragraph 14A above, if such claims are covered by insurance maintained by or for the benefit of SPONSOR. SPONSOR shall also indemnify and hold CONTRACTOR harmless from and against any liability or assessment, including related interest and penalties, arising from tax assessment on the Food Service operation other than CONTRACTOR's employee taxes and city, state or federal income taxes, and shall pay expenses, including reasonable attorney's fees, incurred by CONTRACTOR in enforcement of the indemnity.
- C. Mutual Obligations. Each party shall indemnify and hold the other harmless from and against any claims, liability, losses, costs, expenses including reasonable attorney's fees, and damages arising out of any injury (whether to body, property, or personal or business character or reputation) sustained by any person or to any person or to property by reason of any act, neglect, default, or omission of it or any of its agents, employees, or other representatives, and it shall pay all sums to be paid or discharged in case of an action for any such damages or injuries. If either party is sued in any court for damages by reason of any of the acts of the other party referred to herein, such other party shall defend said action, or cause same to be defended, at its own expense and shall pay and discharge any judgment that may be rendered in any such action. If such other party fails to or neglects to so defend the said action, the party sued may defend the same and any expenses, including reasonable attorneys' fees, which it may pay or incur in defending said action and the amount of any judgment which it may be required to pay shall be promptly reimbursed by the other party upon demand. Nothing herein is intended to nor shall it relieve either party from liability for its own acts, omissions, or negligence.
- D. Survival. Information specified in Section 6 shall survive termination of the Agreement.

6. Insurance.

- A. CONTRACTOR's Obligation. CONTRACTOR shall maintain, as a direct cost of operation, Worker's Compensation insurance as required by law; General Liability, including products liability, insurance with limits of \$1,000,000 for injury or death of any one person, \$4,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 for property damage for each occurrence; and Automobile Liability insurance with limits of \$1,000,000 for injury or death to any one person, \$3,000,000 for injury or death of two or more persons in any one occurrence; and \$500,000 property damage for each occurrence. At SPONSOR's request, CONTRACTOR shall deliver to SPONSOR certificates evidencing such insurance.

B. SPONSOR's Obligation. SPONSOR shall maintain fire and extended coverage insurance on SPONSOR's Premises, the equipment and the utensils for their full insurable value. SPONSOR shall endeavor to secure an appropriate clause in or an endorsement upon, each fire or extended coverage or rent insurance policy obtained by it covering SPONSOR's Premises and the equipment, fixtures, and other personal property located thereon, pursuant to which the respective insurance companies waive subrogation or permit the insured, prior to any loss, to agree with a third party to waive any claim it might have against such third party. The waiver of subrogation or permission for waiver of any claim shall extend to CONTRACTOR and its employees and agents. At CONTRACTOR's request, SPONSOR shall obtain and deliver to CONTRACTOR certificates evidencing such insurance.

7. **Force Majeure.** CONTRACTOR shall not be responsible for any delay or failure to perform its obligations under this Agreement resulting from fires, floods, wars, riots, strikes, weather, or other events or acts beyond its control, provided, however, in the event of strike or other work stoppage which interferes with the operation of the Food Service, CONTRACTOR shall, upon SPONSOR'S request, take all reasonable steps to continue to provide Food Service, subject to reimbursement by SPONSOR.

8. **Renewal.** This Agreement is renewable each year for four (4) additional one-year terms, at the SPONSOR'S discretion and by mutual agreement. The contract may be terminated at the option of either party upon written notice of non-renewal given to the other party at least sixty (60) days prior to the start of the school year. By May 1st of each year, the CONTRACTOR shall indicate its desire to renew this Agreement by submitting to SPONSOR a budget for the operation of the Food Service for the upcoming school year. The budget shall contain all of the detail of the budget attached to the Food Service Agreement and shall set out any amendments of the Assumptions on which CONTRACTOR has relied in preparing the new budget. The fixed price per Meal/Meal Equivalent may be increased on an annual basis by the Yearly Percentage Change in the Consumer Price Index for All Urban Consumers, as measured from January-December of the renewal year and published by the U.S. Department of Labor, Bureau of Labor Statistics, Food Eaten Away from Home (CPI).

9. **Termination.** This Agreement shall be terminated as follows:

A. **For Cause.** If either party breaches a material provision of this Agreement, the non-breaching party may give the breaching party notice of such breach. If the breach is remedied within ten days, in the case of failure to make payment when due, or within sixty days in the case of any other breach, the notice shall be null and void. If such breach is not remedied within the time specified, the party giving notice shall have the right to terminate this Agreement upon expiration of such remedy period. These rights of termination are not exclusive, but are in addition to any other rights available to a party at law or in equity.

B. **Without Cause.** Either party may terminate this Agreement at any time without cause upon sixty days written notice to the other party.

Upon termination of this Agreement, CONTRACTOR shall be compensated as provided herein for its performance of this Agreement through the date of termination and CONTRACTOR shall surrender SPONSOR'S Premises, equipment and utensils in the same condition as received by CONTRACTOR, reasonable wear and tear excepted.

IN WITNESS WHEREOF, the parties execute this Agreement as of the date first above written.

SCHOOL FOOD AUTHORITY:

By: _____

Title: _____

Date: _____

FOOD SERVICE MANAGEMENT COMPANY:

By: _____

T i t l e : _____

—

Date: _____

APPROVED BY STATE AGENCY:

By: _____

Title: _____

Date: _____

StudentsStudent Fees Policy

The Board of Education of South Sarpy School District No. 46 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 upcoming school year. Parents, guardians, and students are encouraged to contact their building administration, 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, show choir or honor 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 upcoming 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 before-and-after 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 Policy. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(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.

(14) Each year in June or July, the school board will hold a public hearing at a meeting of the school board to review this policy. Such public hearing will include 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.

Legal References:

Neb. Rev. Stat. §§79-2,125 to 79-2,135 and Laws 2003, LB 249 (The Public Elementary and Secondary Student Fee Authorization Act)

Neb. Constitution, Article VII, section 1.

Neb. Rev. Stat. §§79-241, 79-605, and 79-611(transportation)

Neb. Rev. Stat. §79-2,104 (student files or records)

Neb. Rev. Stat. §79-715 (eye-protective devices)

Neb. Rev. Stat. §79-737 (liability of students for damages to school books)

Neb. Rev. Stat. §79-1104 (before-and-after-school or pre-kindergarten services)

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

Date of Adoption: August 9, 2010

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Elementary Schools		
Physical Education classes	Appropriate clothing (non-specialized attire)	Soft Soled/Tennis shoes and socks, running shorts, T-shirt
4th Grade (Music Class)	Recorder	\$10
Elementary Students	Yearbook	The book is optional (Appx. \$20)
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, piece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instrument.
Music-Optional Honor Choir	Coordinating group attire	Special shirts (Appx. \$8)
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None-necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists.
Field Trips	Transportation and admission costs of field trips.	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$10.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for over night field trips. Currently, 6th grade Outdoor Education is \$50.). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
Summer school courses	Classes offered during the summer, or at night, if any	None for Guided Reading/Library use. \$35 to \$200 per class for electives; None - Free-reduced lunch students
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Lunch--\$2.45; Breakfast \$1.50; Milk - \$0.55; Prices are maximums based on one meal per day, and will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Program		
Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Secondary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Soft Soled/Tennis shoes and socks, running shorts, T-shirt
Art Fees	Fee for materials	Advanced Art, Commercial Design, Painting - \$20 Semester; Drawing - \$8 Semester; Independent Art - \$10 Semester; Three Dimensional Art - \$25
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged, students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged, protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instrument.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	Necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Industrial Technology, Family and Consumer Science	Project Cost (Which may be a fee charged)	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged, a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Lunch--\$2.70; Breakfast \$1.75; Milk - \$0.55; Prices are maximums based on one meal per day, and will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.
Post-secondary education classes	Tuition and fees for college courses taken for credit.	Postsecondary education costs are a maximum of \$400 per class.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$6.00 for damaged books. Lost books or ruined books are charged replacement cost, generally at a maximum of \$70.
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$70.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$330; other classes \$50 to \$200 per class; none for free-reduced lunch students
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.
Industrial Technology	Fees for general materials	Manufacturing Technology - \$120 Year; Production Systems - \$65; Technology Systems - \$15
Family and Consumer Science	Fees for general materials	Nutrition and Foods, Advanced Nutrition and Foods - \$10; Culinary Arts - \$15
Business Classes	Workbooks	\$25
Music Theory	Fees for general materials	\$25
Photography	Fees for general materials	No more than \$50 per year.
Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instruments. Uniforms for the marching band will be supplied by the school. For High School Band students, a \$25 uniform cleaning fee is required. For High School Vocal students, a \$15 choir robe cleaning fee is required.
iPad Use	Fee for self-insurance program for iPads.	\$35 per year; max \$100 per family per year. See iPad handbook for damage and replacement fees.
Extracurricular and other programs		
Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Athletic Programs		
Admission	Spectator fees for admission to events	\$5.00 per event maximum. Students may purchase an Activity Pass for \$40.00 per year. Family passes \$190.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.
Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged, students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks, and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.) Additional required items for particular sports or activities include: Basketball -- No additional, Football -- Mouthpiece, Golf -- Golf bag and clubs, Speech -- Dress attire; copies of research; Track -- No additional, Volleyball -- Volleyball knee pads, Wrestling -- No additional, Cheerleading and Flag Team Squads -- Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
Travel meals	Meals	Students are responsible for their own meals while traveling.
Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.
Camps and Clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps, and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Annual dues not to exceed \$50.00 per club.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$200.
Clubs/Organizations		
SkillsUSA	State & national dues, meals and activities	Annual dues not to exceed \$30.00 per club.
FBLA	State & national dues, meals and activities	Annual dues not to exceed \$20.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$20.00 per club.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$20.00 per club.
Destination Imagination	State & national dues, meals and activities	Annual dues not to exceed \$30.00 per club.
Social & Recognition Activities		
School plays, musicals and social activities	Admission to events	\$3.00 per play or activity
School dances	Admission to prom, home-coming, etc.	Up to \$40.00 per event
Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$60.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. This may include the rental of graduation robes (\$35), caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.
Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - students will be assessed a fee no more than \$20 and will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply; it is not supervised or administered by the school; attendance on the trip does not count toward graduation credit or grade advancement; and participation on the trip is voluntary for students.

InstructionParental/Community Involvement in Schools

Sarpy County School District No. 77-0046, South Sarpy School District No. 46, after having conducted a public hearing concerning parental involvement and participation in the school district herewith declares that it shall be the policy of the District to provide access to parents to all textbooks, tests, curriculum materials, and any other instructional materials used by the school.

It shall further be the policy of the District in the event any parent has a complaint or objection to any such materials to make such provision for personal conferences with the parent and appropriate school personnel to discuss such concerns as the superintendent or his/her designee may deem appropriate. The superintendent or his/her 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.

It shall further be the policy of the District to upon reasonable advance request by a parent to attend and monitor courses, assemblies, counseling sessions, and other instructional activities, to permit such parent to be in attendance at such activities unless such attendance would substantially interfere with a legitimate school interest.

It shall further be the policy of the district to encourage communications from the parents concerning when a parent believes it to be appropriate for his/her student to be excused from testing, classroom instruction, and other school experiences that the parent may find objectionable. The superintendent or his/her designee shall make a provision on the complaint form hereinabove referred to 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.

It shall further be the policy of the District to provide full access to the records of the students to a parent or guardian all as set forth in Section 79-2,104, the Federal Education Right To Privacy Act, and other applicable law during regular business hours of the school at the school headquarters or wherever the student's records may regularly be maintained by the District.

It is the further policy of the District to notify a parent or parents of any student who 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, to notify the parent when reasonable to do so, 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 his/her resident student.

Prior to any school sponsored survey being administered to the students of the District, it shall be the duty of the superintendent or his/her 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.

It shall be the policy of the District as a general matter to leave substantive decision making processes to the professional staff, administration and 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 all activities of the school as it relates to the student of the District.

SPRINGFIELD
PLATTEVIEW COMMUNITY
SCHOOLS

ELEMENTARY
SCHOOL
HANDBOOK

2013-2014

Springfield Platteview Community Schools

Elementary Schools

Springfield Elementary

765 Main Street
Springfield, NE 68059
402-253-2245
Wes Reed, Principal

Westmont Elementary

13210 Glenn Street
Omaha, NE 68138
402-895-9602
Melissa Hasty, Principal

Secondary Schools

Platteview Central Junior High

108th & Platteview Road
Springfield, NE 68059
402-339-5052
Darren Johnson, Principal

Platteview Senior High

108th & Platteview Road
Springfield, NE 68059
402-339-3606
Angela Simpson, Principal
Steve Joekel, Assistant Principal

Administrative Office

Brett Richards
Anita Belsky
Holli Kirwan

Superintendent
Director of Special Services
Director of Learning

District Administrative Offices
14801 South 108th Street
P.O. Box 365
Springfield, NE 68059
402-592-1300

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Springfield Platteview Community Schools

Mission Statement

The Mission of Springfield Platteview Community Schools is to ensure that all students acquire the 21st century skills and behaviors necessary for each student to succeed now and into his/her future.

21st century skills and behaviors are defined as follows:

Core Knowledge/Literacy (Essential Learning Proficiency (Standards); Global Literacy; Financial and Economic Literacy; Civic Literacy; Health and Wellness Literacy, Beginning Career Knowledge)

Higher Level Thinking Skills(Problem Solving; Decision Making; Making Inferences; Application; Synthesis and Creativity/ Innovation; and Analysis and Evaluation)

Communications Literacy (Communications and Information Technology; Reading/Writing/Speaking/Listening Proficiency; Collaboration; and Research)

Life Skills (Ethics; Responsibility and Personal Productivity; Self-Reflection and Direction; Social Responsibility; Leadership; and Adaptability)

Springfield Platteview Community Schools Procedures and Regulations Subject to Change

The information contained in this handbook is current and in effect at the time of the printing. The procedures and regulations set forth may be altered or revised as dictated by necessity. Some procedures and regulations may be altered as we work within the framework of our building, staff members, parent response, student input, and Board of Education policies.

Abuse and Neglect Reporting Procedures

Nebraska Child Abuse Reporting Law, State Statute 28-711, includes the following:

When any physician, medical institution, nurse, school employee, social worker, or any other person has reasonable cause to believe that a child or an incompetent or disabled person has been subjected to conditions or circumstances which reasonably would result in abuse or neglect, he or she shall report such incident or cause a report to be made to the proper law enforcement agency or to the department. Such report may be made orally by telephone, with the caller giving his or her name and address, and shall be followed by a written report, and to the extent available all contain the address of the person or persons having custody of the abused or neglected person, the nature and extent of the abuse or neglect, or the conditions and circumstances which would reasonably result in such abuse or neglect, and evidence of previous abuse or neglect including the nature and extent, and other information which, in the opinion of the person, may be helpful in establishing the cause of such abuse or neglect and the identity of the perpetrators.

Accident Insurance

Parents may enroll in an insurance program at the beginning of the year. This program covers a child going to and coming from school, within the school building or grounds, or during school-sponsored activities. Cost of the program is paid by the parents.

Accreditation

All elementary schools in Springfield Platteview Community Schools (Springfield and Westmont) are fully accredited by the Nebraska State Department of Education. In addition, the schools are also accredited by the North Central Association Commission on Accreditation and School Improvement. This accreditation process assures that the schools programs and operations are reviewed on an annual basis and will continually strive to improve the quality of education.

Achievement Tests

The school will administer the Northwest Evaluation Association Measures of Academic Progress to students. This is also known as the MAP achievement test. It will be administered twice per year. Regular attendance is encouraged during the testing sessions. The purpose of this testing has several reasons:

1. To be in compliance with state guidelines.
2. To help make placement decisions about students.
3. To provide for continuity in the educational experience.
4. To interpret the effectiveness of the schools educational program against state and national norms.

Students in grades K-6 also participate in a variety of assessment activities in meeting requirements for the Nebraska Department of Education.

Annual Notice of the Family Educational Rights and Privacy Act

The Family Educational Rights and Privacy Act (FERPA) affords parents and students under 18 years of age (“eligible students”) certain rights with respect to the student’s education records. These rights are outlined below:

1. The right to inspect and review the student’s education records within 45 days of the day the District receives a request for access. Parents or eligible students should submit to the school principal (or appropriate school official) a written request that identifies the record(s) they wish to inspect.
2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate or misleading. Parents or eligible students may ask the Springfield Platteview Community Schools to amend a record that they believe is inaccurate or misleading. They should write the school principal, clearly identify the part of the record they want changed and specify why it is inaccurate or misleading. If the District decides not to amend the record as requested by the parent or eligible student, the District will notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student by the superintendent or designee when notified of the right to a hearing.
3. The right to consent to disclosures of personally identifiable information contained in the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception which permits disclosure without consent is disclosure to school officials with legitimate educational interest. A school official is a person employed by the District as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the District has contracted to perform a special task such as an attorney, auditor, medical consultant, or a therapists; or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting in another school official in performing his or her tasks. A school official has a legitimate education interest if the official needs to review an education record in order to fulfill his or her professional responsibility. Upon request the Springfield Platteview Community Schools discloses education records without consent to officials of another school district in which a student seeks or intends to enroll.
4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Springfield Platteview Community Schools, District 46, Sarpy County, Nebraska, to comply with the requirements of FERPA. The name and address of the office that administers FERPA are:
Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue S.W.
Washington, DC 20202-4605
Upon request, the Springfield Platteview Community Schools may disclose directory information about former students.

FERPA permits the disclosure of PII from students’ education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure

is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))

- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" under § 99.37. (§ 99.31(a)(11))

Arrival and Dismissal

Westmont and Springfield Elementary Schools each have different procedures to aid in the safe arrival and dismissal of students in and around the school. This includes students walking, riding bikes, or being transported by car or bus. Please look for these guidelines in your newsletter. Children should leave the building to go home upon dismissal unless specifically directed by a teacher to remain. The school cannot assume responsibility for children who remain on the school grounds after dismissal. Parents/guardians are responsible for their child's conduct enroute to and from school. Misconduct will result in notification of parents/guardians.

All students must be checked out of the office by a parent or a guardian before leaving school for appointments or other family needs. Please note that in the event of a school emergency or disaster, only persons noted as your emergency contacts on the contact information sheet are able to have the student released to them. Students will remain in class until the arrival of the parent/guardian.

Springfield Platteview Community Schools views your child's safety as a top priority. During a lockdown drill or situation, your child will not be released until it has been deemed safe or an all-clear signal has been issued.

Asbestos Notification

IEA, Inc. has been retained by the Springfield Platteview Community Schools to review and prepare an asbestos management plan identifying the presence of asbestos, if any, within any of the school district buildings. The intent of these inspections is to comply with the requirements of the Environmental Protection Agency's (EPA's) Asbestos Hazard Emergency Response Act (AHERA). The district will conduct periodic surveillance of all asbestos materials on an annual basis. The periodic surveillance has been conducted to provide continuous assessment to assure safety conscious management of any asbestos materials in all buildings. The detailed plan and updated information for each building, or for the entire district, is open to public review and is located in the office of each building. If you have any questions, please contact the Superintendent at (402) 592-1300.

Assignment of Pupils

In determining student placement, all educational, academic, and social factors are the primary considerations. Staff recommendations and written parent requests will be considered. The final decision on all placements rests with the principal.

Attendance Boundaries

Individual school attendance boundaries shall be established by the Office of the Superintendent of Schools and may be changed as population conditions change or capacities of buildings require adjustment of pupil load. In general, pupils shall attend the school in the attendance area in which they live unless assigned to another school by the Superintendent of Schools. Exceptions may be granted when a program is not available in the home attendance school, but is available at another site within the district. Parents wishing to choose a different attendance center than the one in which they reside must submit a request to the Board of Education stating their reasons. Each case will be handled on an individual basis taking into account class sizes and population trends. Parents will have complete responsibility for regular attendance and transportation.

Attendance and Tardies

In order for students to receive the maximum benefit of the educational program, it is necessary that they be in attendance on a regular basis and on time. In addition to the educational benefits, we try to instill in children good citizenship habits such as being punctual, assuming responsibility, and practicing self discipline. These are lifelong skills which can be learned now and applied to situations later on in life.

We recognize that justifiable absences such as illness, death in the family, doctor and dentist appointments, etc., occur. In the event your child is absent, please notify the school office between 7:45 and 9:00 A.M. This notifies the teacher and is a safety procedure to ensure that we have accounted for all students. If parents do not contact the school, the school secretary will contact you to verify the absence. In order for students to participate in evening programs, performances or school related activities, they must be in attendance at school during the day. If prolonged absence is foreseen, a parent or guardian should notify the principal or the teacher and state the reason. Any student exceeding 20 absences in a school year may be turned into the county attorney.

Vacations which result in the loss of several days' attendance are discouraged. However, should the occasion occur, parents and students should realize that in some instances instruction and activities that take place at school cannot be duplicated outside the classroom, thus making it difficult for some students to keep abreast and maintain satisfactory progress.

Bicycles

Riding bicycles to and from school is permitted for students in grades 1-6. Bikes should be parked in the bike racks. Bike riding on the playground is not permitted during school hours.

Birthday Treats

Bringing birthday treats is optional for parents/students. If birthday treats are brought to school, please understand that academics are our priority during our school day. The amount of time given for birthday treats is limited to approximately five minutes and at the discretion of each classroom teacher. As a courtesy, please contact the classroom teacher in advance. To ensure the safety of all children, due to the variety of allergies and health related conditions, all birthday treats should be peanut/nut free. The most convenient birthday treats are easy to hand out, do not require refrigeration, and are easy to clean up. Please provide the teacher with any serving items necessary to distribute the treats such as spatulas, eating utensils, plates, bowls, napkins, etc.

Bullying

Springfield Platteview Community Schools is proactive in educating all students with good social skills and behaviors through our counseling courses, all school assemblies and programming. Bullying is not acceptable and will be dealt with on a case by case basis under the code of conduct policies and procedures outlined within this handbook.

Change of Address, Phone Numbers, Work, etc.

Parents are requested to notify the school secretary whenever there is an address, a home telephone or work telephone number change. Also, please report any change in emergency numbers. THIS INFORMATION IS VITAL FOR THE SAFETY AND WELL-BEING OF YOUR CHILD IF AN EMERGENCY OCCURS. IT IS IMPERATIVE THAT THE SCHOOL BE ABLE TO CONTACT YOU IN CASE OF EMERGENCY OR ILLNESS.

Child Custody - Right of Information

Schools are required to provide information concerning the progress and activities of a student to the custodial and non-custodial parent equally, unless restricted by a court order. If a restriction is to apply, a certified copy of the court order outlining the rights and restrictions must be placed on file in the school office.

As specified in current law, the school may release a student to a non-custodial parent unless a court order specifically barring such a release has been filed in the school office.

Clothing: Dress and Grooming

The school does not dictate the type or style of clothing to be worn and allows the parents to choose clothing that best fits the season. The school administration has the responsibility to help develop values which contribute to good taste in matters of dress and appearance.

1. Student appearance should be of a high enough standard as to contribute to the general learning environment.
2. Shoes will be worn at all times during the school day.
3. Printed wording or pictures on clothing advertising or promoting alcohol, drugs, cigarettes, or is vulgar in interpretation will not be permitted to be worn.
4. Head wear is not to be worn in the building during the school day. Examples of head wear would include hats, bandanas, and scarves.
5. Clothing that exposes a bare midriff or underwear will not be permitted during the school day. This would include tank tops or muscle shirts without another shirt under them.
6. Students are not permitted to wear clothing that is ripped or torn, i.e. holes in the knees or pants.
7. Students are not permitted to wear sagging pants or shorts. Sagging is defined for the purposes of this policy to include pants or shorts worn with the waist area of the clothing below the hip bones.
8. Inappropriate Clothing: All staff members have been given the responsibility to check for inappropriate clothing. Students wearing inappropriate clothing will be referred to the administration. The inappropriate clothing will be documented and an appropriate sanction will

be administered. Sanctions could be as little as asking the student to turn a shirt inside out or cover an objectionable part of the clothing to suspension from school for repeat offenders.

Consent/Opt-Out for Specific Activities

The Protection of Pupil Rights Amendment (PPRA), 20 U.S.C. § 1232h, requires Springfield Platteview Community Schools to notify you and obtain consent or allow you to opt your child out of participating in certain school activities. These activities include a student survey, analysis, or evaluation that concerns one or more of the following eight areas (“protected information surveys”):

1. Political affiliations or beliefs of the student or student’s parent;
2. Mental or psychological problems of the student or student’s family;
3. Sex behavior or attitudes;
4. Illegal, anti-social, self-incriminating, or demeaning behavior;
5. Critical appraisals of others with whom respondents have close family relationships;
6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
7. Religious practices, affiliations, or beliefs of the student or parents; or
8. Income, other than as required by law to determine program eligibility.

This requirement also applies to the collection, disclosure or use of student information for marketing purposes (“marketing surveys”), and certain physical exams and screenings.

The Springfield Platteview Community Schools will provide parents, within a reasonable period of time prior to the administration of the surveys and activities, notification of the surveys and activities and be provided an opportunity to opt their child out, as well as an opportunity to review the surveys. (Please note that this notice and consent/opt-out transfers from parents to any student who is 18 years old or an emancipated minor under State law.)

Counseling Services

Springfield Platteview Community Schools is proud of their elementary counseling service options. Our counselor provides classroom lessons to help students see the many ways social skills can be used to communicate more effectively. The school counselor is also available for private counseling for any student needing his/her assistance. Parents/guardians are welcome to call the counselor directly to answer any questions you might have in this area of development.

Curriculum

The curriculum in the elementary schools focuses on educating the whole child, not just for now, but for the future. With that in mind, the curriculum centers on self-esteem, communication, the values of honesty and respect, career/life directions, problem solving, thinking skills, multicultural understanding, technology, and the arts. These goals are accomplished through multiple learning and teaching styles.

Our program is continually monitored and regularly revised. All curriculum areas are reviewed at least annually with new materials and major revisions offered every seven years.

Directory Information

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Springfield Platteview Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child’s education records. However, Springfield Platteview Community Schools may disclose appropriately designated “directory information” without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the Springfield Platteview Community Schools to include this type of information from your child’s education records in certain school publications. Examples include:

- A playbill, showing your student’s role in a drama production;

- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student’s information disclosed without their prior written consent. **[Note: These laws are Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).]**

If you do not want Springfield Platteview Community Schools to disclose directory information from your child’s education records without your prior written consent, you must notify the District in writing by September 1. Springfield Platteview Community Schools has designated the following information as directory information:

- | | |
|--|--|
| <ul style="list-style-type: none"> -Student’s name -Address -Telephone listing -Electronic mail address -Photograph -Date and place of birth -Major field of study -Dates of attendance -Grade level | <ul style="list-style-type: none"> -Participation in officially recognized activities and sports -Weight and height of members of athletic teams -Degrees, honors, and awards received -The most recent educational agency or institution attended -Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student’s SSN, in whole or in part, cannot be used for this purpose.) |
|--|--|

Discovery Program

The Discovery Program provides opportunities for high ability learners to have a challenging and differentiated curriculum. Students are identified by the gifted coordinator and staff. Selection is based upon a matrix of criteria. A high ability brochure is available in each school’s office upon request.

Entrance Age

The Nebraska legislature passed LB 1006 during the spring 2011, which revises the age requirements for students entering kindergarten in the 2012-2013 school year. To be eligible for enrollment in kindergarten, a child must have reached his or her fifth birthday on or before July 31st.

The compulsory attendance age for any child is age 6 prior to January 1st of the current school year. The child must be enrolled in Kindergarten or a higher grade level. Pupils upon entering school shall present a birth certificate as satisfactory evidence of age, record of immunizations, eye exam, dental exam, and physical. Failure to provide these materials may result in a student being ineligible for entrance.

Students entering school for the first time, or from a home school setting, may be placed at the school’s discretion based on the school’s educational assessment of the child. The child will be placed in the appropriate grade/class.

Starting with the 2012 – 2013 school year, students who turn five after July 31st and before October 16th of the current school year are eligible to request early entrance into kindergarten, provided that the child’s parent or legal guardian requests admission under one of the following:

1. The parent/guardian provides a written statement that the child attended kindergarten in another public school in the current school year or that the family anticipates relocation to another school district where kindergarten admission will be allowed within the current school year;
2. The child demonstrates that he/she is capable of carrying out the work of the kindergarten curriculum through appropriate assessment procedures and entrance guidelines approved by the school board.

A student admitted for early kindergarten entrance should demonstrate an advanced level of comprehension; have extensive speaking vocabularies; and advanced listening/memory skills or numerical ability. A student should also demonstrate a social competence commensurate with the expectations of the kindergarten curriculum.

As part of the process of determining your child’s eligibility for early entrance into kindergarten, a battery of assessments will be administered by trained personnel to gather information concerning your child’s general knowledge, reasoning skills, adaptive skills, and visual motor skills.

Evaluation components will include:

Wechsler Preschool and Primary Scale of Intelligence-Third Edition (WPPSI-III)

- A norm-referenced, standardized, diagnostic tool which provides an overall score or estimate of a child’s “ability” to learn
- Child must score at or above the 95th percentile/standard score of 125 or greater

Wechsler Individual Achievement Test-Third Edition (WIAT-III)

- A norm-referenced, standardized, diagnostic tool which measures a child’s basic academic skills including phonemic awareness and early number concepts
- Child must score at or above the 95th percentile/standard score of 125 or greater in all areas assessed

Behavior Assessment System for Children-Second Edition (BASC-2)

- A norm-referenced, standardized, rating scale completed by a child’s parent, and, if applicable, a preschool teacher
- Child must score within the average range on all subscales

Administrative Procedures

Parents/guardians seeking early kindergarten entrance for their child must submit the completed consent form, a copy of the child’s birth certificate, and a \$100 assessment fee by July 15th. Evaluations will be completed prior to the first day of the upcoming school year. Results will be discussed with parents/guardians, and a decision will be made to accept or decline the early entrance application based upon assessment results.

An evaluation report documenting results and the eligibility decision shall be written by the school psychologist. This report will be provided to the parents/guardians and become part of the child’s school records.

There is no provision in this policy and administrative procedures for a reevaluation, retest, or appeal of the decision of the evaluator(s).

Field Trips

Part of the educational program of the school includes learning activities that take children away from their regular meeting place by transportation. These activities often cannot be duplicated in the regular classroom and provide students with valuable education, musical, cultural or artistic opportunities.

Such trips are made only with the written permission of a parent or guardian. These educational excursions are scheduled by the teaching staff. All field trips begin and end at the school and are normally scheduled during school hours. Field trips require detailed planning and teachers will send home basic information regarding the experience, including any fees for lunch or admission. Sack lunches are available for students requesting them and a deduction from the student's lunch account will be made to cover the cost of the lunch. All field trips are supervised by classroom teachers. Students who do not have parent permission to attend a field trip will be expected to attend school. An alternative educational activity will take place for students not attending the field trip.

Gifts

Giving gifts by children to school personnel is not encouraged.

Health, Accidents, Illnesses, and Medications

The health of all students is one of our primary concerns. We encourage children to be in regular attendance at school. However, if a child has signs of illness such as vomiting or fever over 100 degrees within the last 24 hours, he/she should stay home. Parents are required to contact the school office by 9:00 a.m. to report the child's illness or absence. All children are expected to participate in recess and outdoor activities unless they have a signed excuse from their parents.

Since accidents can occur even though reasonable precautions are taken, we require an immediate and complete report of injury. If a child is injured or becomes ill while at school, the school will make every effort to notify the parent or person to be contacted in case of emergency. No child will be sent home unless contact is made with the parent or guardian. In the case of an accident or illness of a serious nature, a rescue unit will be called immediately.

The school district provides a school nurse who has various hours in each of the schools. She is, however, on call to any building at any time during school hours. If the nurse is not available, a health room paraprofessional will be available to assess the needs.

If over the counter (OTC) medication is needed at school, please provide a written consent form signed by parent/guardian for the medication with detailed directions for administering with a start and stop date. If you would like to have OTC medication left at school for the year, please have a physician send a prescription for that medication. All medication must be in the original bottle and properly labeled.

If prescription medication is needed at school, please provide a written consent form signed by the parent/guardian with a prescription from the doctor. Bring the medication in the original prescription bottle, properly labeled by a registered pharmacist as prescribed by law. Prescription medication is to be brought in by an adult and picked up by an adult.

During the first quarter of each school year, health screenings will be conducted as per the Department of Health and Human Services minimum requirements per grade. The screening may consist of all or some of the following: hearing, vision, dental, height and weight. Parents/Guardians shall be notified in writing of any concerns and encouraged to seek a professional evaluation. If a Parent/Guardian wishes to refuse school health screening they must submit written statement(s) from a qualified examiner that the child has received the minimum required screenings within the previous six months, or the child will be screened at school.

Homework

Teachers set purposes for homework, establish the amount, and communicate requirements to children and parents. Using home practice in a positive manner will not only assist children in

remembering learned skills, but make the children feel good about themselves. When parents express the importance of completing school work and the significance of education, the child may learn responsibility as well.

Invitations

Invitations must be distributed to all students in the classroom for out of school parties or not at all.

Lunchroom Guidelines

In order to provide an atmosphere that is appropriate for all students, it is necessary to have lunchroom rules. The following guidelines will be stressed during lunch:

1. Talking quietly to friends.
2. Using appropriate table manners.
3. Keeping hands and feet to yourself.
4. The responsibility of cleaning up after yourself.
5. Raising hands to get permission.
6. Saying please and thank you.
7. All food items are to be eaten in the lunchroom.
8. Hot lunch students should not bring additional food or drink.
9. Cold lunch students are encouraged to bring a nutritious meal.
10. Pop is not allowed as part of a sack lunch.
11. Water is available to students in the cafeteria during their designated lunch time.

In general, exchanging food or playing with food is unacceptable. Parents who wish to treat their child to a special lunch are encouraged to take their child out rather than bringing special food into the lunchroom. Students who violate the above guidelines may face possible consequences such as loss of recess, cleaning up after lunch, being assigned to a specific seat in the lunchroom, etc.

Newsletter/Website

The school publishes a weekly newsletter which will be e-mailed home at the end of each week. This newsletter contains information concerning the lunch menu, planning dates, classroom news, PTO information, late start/early dismissal times, and other items of general interest to parents. The district student handbook does not cover all items specific to individual school buildings. These items will be communicated through the school newsletter. Parents are strongly encouraged to read the newsletter each week.

Current information and copies of all newsletters are also available on the district website with links to all Springfield Platteview Community School buildings. The district website address is: <http://springfieldplatteview.org>.

Parent Concern Procedure

If parents have a concern regarding a situation in their child's school, as outlined by Board of Education policy, they should first contact the student's teacher to discuss the problem and possible solutions. Teachers are available for telephone calls between 7:55 a.m. - 8:05 a.m. and 3:15 p.m. - 3:25 p.m. If the matter cannot be resolved, the parent should then request a conference with the building principal. If the parent still believes their concern has not received favorable consideration, they may appeal to the Superintendent of Schools and Board of Education.

Parent/Teacher Conferences

Parent/teacher conferences are held during the first and third academic quarters. Conferences are opportunities for parents and teachers to discuss progress, strengths, and areas for improvement in each child. Please note, we will only be able to provide one conference time per child. Multiple conferences

for extended family members will not be held. Parents are encouraged at anytime to contact their child's teacher(s) in the event of questions or concerns about their child's progress.

Parent/Teacher Organization

The Parent/Teacher Organization (PTO) is organized to foster a better understanding and cooperation between the home and school. Since its beginning, the PTO has been giving its support to our schools in many ways. Parents are urged to participate and support this excellent organization. Information concerning your school's PTO scheduled activities is published throughout the year.

Personal and School Property

Care for personal and public property is part of growing up and exercising good citizenship. Students shall be held responsible for all school property which they use. Children are responsible for all books, supplies, and furniture provided for their use, and will be expected to pay for lost or damaged items. Parents/guardians should have their children mark their personal items with adequate identification so that items may be identified as belonging to that child.

Personal items which may cause disruptions during any school related event including bus routes are not allowed. The teacher may permit some of these items to be brought to school if they serve a school purpose. However, parents should understand the school cannot accept the responsibility for such items becoming broken or stolen. Whenever an item becomes a nuisance, such as a cell phone, it will be confiscated and returned to the parent or the student. Any weapons, toy guns, toy knives, pocket knives, and play swords are examples of objects that are not allowed.

Physical Education

Students should wear tennis shoes for participation in physical education classes. Students are not allowed to wear anything that may cause injury to themselves or to their classmates. All students will be expected to participate in physical education classes. A written note from the child's physician should be provided in order to excuse a child from participating in physical education classes.

Play Fighting/Imaginary Weapons

There has been recent attention on shootings, guns, and violence in school settings. The impact of violent video games has also influenced students, and their imaginary play. To maintain a safe and respectful environment at school for all students, children are expected to engage in appropriate games, play, and conversation, void of imaginary weapons and actions. Students are prohibited from bringing real weapons to school. Students are encouraged to use language that is appropriate for a school settings by using kind words and actions with peers and be respectful of others.

Progress Reports/Report Cards

Assessing and reporting pupil progress serves as a means of establishing communication among the school, the student, and the home in the interest of providing feedback and guidance to maximize personal growth and development. Report cards are issued to each child on a quarterly basis. Mid quarter progress reports are also sent home with students in selected grade levels.

Safety

The safety of our students is one of the most important concerns. Exercising safety practices begins on the first day of school and continues throughout the year. With the home and school working as a team, safety can be a natural practice of the child.

Playground

Playground rules are established for the safety of all students. Activities normally acceptable at home, or for a small group of children, may be inappropriate in a large group setting at school. Each

grade level has a designated area in which to play and is supervised by an adult (teacher/aide). Supervision of the playground is not provided before school, after school, or on weekends.

General Safety Rules

- 1) Respect the property of others and do not cut across other people's yards.
- 2) Follow school district bus regulations. (Policies are provided for each family using buses.)
- 3) Refuse to accept rides, candy or gifts from strangers.
- 4) Refrain from bringing playground equipment to school, because the school is not responsible for lost or damaged articles.
- 5) Be considerate of smaller children.
- 6) Do not throw snowballs.
- 7) Arrive at school (unless riding the bus, or attending extended care) no earlier than 10 minutes prior to start time.
- 8) Leave animals and pets at home unless prior arrangements have been negotiated with school.
- 9) Make safety a very important part of each school day and parental support in helping the school to teach safety is greatly appreciated.
- 10) Follow the directions of the school's Safety Patrol. These students arrive on patrol to assist students in crossing the street and they provide a safer environment for students arriving and departing the school grounds.
- 11) Keep your hands, feet, whole body to yourself.

Bus Rules

- 1) Cooperate with the driver.
- 2) Stay seated facing the front of the bus.
- 3) Bus drivers may assign seating as necessary.
- 4) Students are to be dropped off at their designated stop.
- 5) Keep your hands, feet, whole body to yourself.
- 6) Talk quietly, no profane language.
- 7) No talking at railroad crossings.
- 8) No radios, including headphones, will be allowed on buses.
- 9) Keep your head, hands, feet, and all objects inside the bus.
- 10) Aisles must be kept clear and unobstructed.
- 11) Do not litter on or off of the bus.
- 12) No eating or drinking on the bus.
- 13) No hazardous materials on the bus.
- 14) No animals on the bus.
- 15) Do not tamper with or damage the bus or its equipment.
- 16) Students shall not use the emergency exits unless an emergency exists.

Safety Drills

A fire drill is held once a month as required by Nebraska state law. Tornado drills will be held at appropriate times, with all students receiving instructions concerning safe areas of the building and precautions to be followed during a tornado. Bus evacuation drills are also held twice during the school year as required by Nebraska state law. Intruder drills are practiced annually. Additional safety drills may be practiced in compliance with school safety procedures and policies.

School Cancellations

All weather related announcements concerning the cancellations of school, late starts, early dismissals, as well as emergency closings, are made on local television and radio stations. Parents may also register to receive notification of school closings via the School Messenger system, our district automated notification system. When registered, parents will receive announcements through email and phone calls in the event of school closing or emergency. These announcements are made as early as possible in the morning. Please note that our school district is described as Springfield Platteview

Community Schools. Determining weather conditions is somewhat subjective. As a parent or guardian, if you feel your child's safety is in jeopardy you may pick your child up anytime severe weather develops.

The Office of Civil Defense has assisted each school principal in developing a comprehensive plan for safety procedures to be followed in case of tornado warnings. If immediate danger occurs at the time of dismissal, students will be kept inside until the danger has passed. Parents are urged to make an alternate plan and file it with the teacher for their children on those occasions when parents are away from the home during an emergency school closing.

School Hours

Springfield:	Kindergarten - 6th	8:20 - 3:20
Westmont:	Kindergarten - 6th	8:10 - 3:10

School Library Birthday Book Club

Parents who would like to do something special for their child's birthday are encouraged to make a \$5.00 contribution for a library book. The child's name will be placed in the book, designating it as a book donated in honor of their birthday. Please call the librarian for more details.

School Breakfast/Lunch Programs

Hot lunch and breakfast programs are provided in all elementary schools. A hot lunch may be purchased or a child may bring his/her lunch and buy milk at the cafeteria. Parents and grandparents are always welcome to eat at school if they call the office by 9:00 A.M. The price of an adult lunch is \$3.00. Copies of menus are sent home monthly.

The price of an elementary student hot lunch is \$2.45 (subject to change) and the price of an elementary breakfast is \$1.50 including milk. Each student will have their own lunch account that money will be deposited into. Children are welcome to bring a sack lunch and are required to eat in the lunch room with their respective classes. Milk may be purchased separately for 55 cents each. Pop is not allowed to be included as part of the sack lunch.

Students are required to pay for all lunches received. Parents should keep enough money in the food service account to stay current. Each week on Tuesdays and Fridays – generic emails will be sent to families with low account balances (\$5.00 or less in a student account).

The School Nutrition program understands that situations may occur when a child forgets his/her lunch money and will allow a student to charge a meal. A meal charge is defined as a short-term loan for a child to eat because the child forgot lunch, their lunch money or has lost it. On the first negative charge, school personnel will send home a slip with the student. The Food Service Office as well will mail letters notifying the parents or guardians of their child's negative account. If there is no response from the parent or guardian, a meal application for free or reduced lunch will be mailed out. If negative charges continue to occur, the matter will be turned over to the school principal for resolution. Insufficient funds checks do count as charges for these rules. A \$5.00 fee will be added to all returned checks.

Free or reduced price lunches are provided for those children whose parents can meet federal income guidelines. Application forms for this service are available in each school office and are sent home at the beginning of the school year with each child. The school district must have an approved application (or a list of student names from the state's direct certification list) before meal benefits can be given. The school district cannot claim any free and reduced meals to new children without a processed application. Lunch applications are processed daily upon arrival in the School Nutrition Office and are completely confidential.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

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

School Parties

Room parties will be held in conjunction with school personnel and the PTO. Parents interested in helping sponsor these activities are asked to contact the PTO early in the year. Room parties will be limited to the last hour of the school day including time to clean up.

School Pictures

Children in grades K-6 will have an opportunity to have individual pictures taken. Parents will be offered a choice of different packages and prices. This is a service to our parents who wish to take advantage of this offer. Participation is optional.

School Supplies and Fees

Most of the textbooks and supplies needed by elementary students are provided by the school district. At the beginning of the school year, teachers will post a list of supplies students will need in their rooms. Children are responsible for all materials supplied by the school, and any damage to textbooks, workbooks, etc., beyond normal wear will be charged to the pupil as well as loss of books. Individuals approved for free/reduced price school lunches may complete a fee waiver form which eliminates all student fees and supplies for the year. Forms are available in the school office upon request. Please refer to the student fees policy in Appendix A.

School Visitation

Visitors need to check in with the office immediately after entering the building. Parents are extended an open invitation to visit their school at any time. Calling ahead of time to confirm a visit is preferred. A short visit is highly recommended as opposed to spending a full day. This allows the parent to see their child in their natural setting without putting unneeded pressure on their own youngster, other students, or the teacher.

Because of liability, responsibilities, and the need for a structured school day, visitations by children outside of the school district are prohibited. In the event an emergency arises and you must confer with a teacher and are unable to make an appointment, please wait until the teacher is on a break or students have been dismissed so as not to disrupt the classroom.

Search and Seizure

School lockers are the exclusive property of the district. School lockers may be opened or searched by certificated staff members without notice and without student consent. Students' possessions including, but not limited to, purses, bags, may be searched whenever there is a reasonable suspicion that the student possesses any illegal substance or object which is in violation of law or District Policy, or which could cause bodily harm or damage to property. The principal or his designee can confiscate any illegal substance or object which is in violation of law or District Policy, or which could cause bodily harm or damage to property. As part of the district's effort to keep the school safe and free from illegal drugs, the Principal may authorize the use of law enforcement drug detection dogs to search school lockers.

Smoking and Tobacco Free Policy

The policy of Springfield Platteview Community Schools prohibits parents, students, visitors and patrons from smoking or chewing tobacco in the school building, on the school bus, on school grounds, on school sponsored educational trips, or at a school related activity.

Social Skills Curriculum

Good social skills are equally important for strong academic development. The following social skills are taught throughout the year in all classrooms. Parents are urged to practice these skills with their children at home as well.

- 1) How to greet someone.
- 2) How to follow instructions.
- 3) How to accept criticism.
- 4) How to accept no for an answer.
- 5) How to get the teacher's attention. (Asking permission)
- 6) How to make a request.
- 7) How to disagree appropriately.
- 8) How to give negative feedback.
- 9) How to resist peer pressure (or say no).
- 10) How to apologize.
- 11) How to engage in a conversation.
- 12) How to give a compliment.
- 13) How to accept a compliment.
- 14) How to volunteer.
- 15) How to report peer behavior.
- 16) How to introduce yourself.

Special Services

Springfield Platteview Community School District believes all children have unique learning needs and styles. Special services include speech and language therapy, learning center programs, Title I, special needs, and counseling services. Services are available if students qualify. Parental permission by signature may be required for evaluation and placement into any program. Parental involvement and support is a key factor in determining the success of these programs.

Staff Qualifications

The No Child Left Behind Act of 2001 gives parents the right to get information about the professional qualifications of their child's classroom teacher(s). Upon request, the Springfield Platteview Community Schools will give parents the following information about their child's classroom teacher(s):

1. Whether the teacher has met State qualifications and licensing criteria for the grade levels and subject areas in which the teacher provides instruction.
2. Whether the teacher is teaching under an emergency or provisional teaching certificate.
3. The baccalaureate degree major of the teacher. You may also get information about other graduate certifications or degrees held by the teacher, and the field of discipline of the certification or degree.
4. The district will also, upon request, tell parents whether their child is being provided services by a paraprofessional and, if so, the qualifications of the paraprofessional.

The request for information should be made to the principal in your child's building. The information will be provided to you in a timely manner. Finally, Springfield Platteview Community Schools will give timely notice to you if your child has been assigned, or has been taught for four or more consecutive weeks by a teacher who does not meet the requirements of the No Child Left Behind Act.

Student Assistance Through Intervention (SATI)

When a student experiences an academic or behavioral problem in school, the teacher will consult the student's parents. If the problem is of academic or behavioral nature, the teacher may also seek advice or suggestions of other professionals. The brainstorming of other experts, whether the problem is simple or complex, often results in suggestions or strategies which may be helpful in solving the problem. Each elementary school has personnel referred to as the Student Assistance Through Intervention Team. They meet regularly to assist in providing the best educational opportunities for students.

Student Conduct

Springfield Platteview Community Schools is in compliance with LB 503 and State Law 79-4-169 through 79-4-205 which assures all elementary and secondary students rights to due process and fundamental fairness. Please refer to Student Rights and Responsibilities at the end of this handbook.

In general, if a student does not follow a school rule, disciplinary action may be initiated. Such action may include exclusion from the classroom or school, extension of the school day, and parental conferences.

We urge all parents and children to help us keep our school a safe, pleasant and good place to learn. We expect our children to obey our school and classroom policies, be courteous toward employees and each other, respect the care of personal and school property, dress appropriately, display good manners, and use acceptable language. Cheating, lying, or stealing will not be tolerated.

The use of abusive, derogatory, profane, or obscene language or gestures is prohibited and offenders may be disciplined accordingly. Abusive language will mean: any words spoken or written about any student or school employee which may be interpreted as slanderous or defamatory including, but not limited to racial, ethnic, religious background, or physical appearance.

Student Rights and Responsibilities

This information is designed in both general and specific terms, to describe many of the rights and responsibilities of students in Springfield Platteview Community Schools and to identify appropriate regulations governing student management. Nebraska Statutes 79-4, 170 to 79-4, 205 assure all elementary and secondary school students constitutional rights to due process and fundamental fairness within the context of an orderly and effective educational process.

Springfield Platteview Community Schools, in order to function in the best interests of all school personnel, must provide equal opportunities to all its students. In addition to its present curriculum, principles and practices, good citizenship must be taught, demonstrated, and sustained as a way of living in a democratic society.

All individuals of the school community - parents, students and staff - are members of a team working together to create an optimal learning environment. However, no school can provide this learning atmosphere if students conduct themselves in an irresponsible manner by disregarding school policies designed and adopted for the benefit of all people in the community.

The policies contained herein apply to the building and school grounds, immediately before or immediately after school hours. They also apply to any school function or event whether on or off the school premises. The Board of Education has the responsibility to set forth policies. Rules and regulations help students conduct themselves as responsible citizens. The successful operation of the school requires the exercise of good faith by students, parents, and staff as well as the basic respect for the worth of each individual and her/his ability to contribute to society.

Telephone Usage

The telephones in the school offices are for business purposes and should be used by students only in emergencies and special situations. Before a child uses the phone, permission from the school staff should be obtained. Parents need to make arrangements with their children prior to the start of the school day regarding transportation, meeting places, etc.

Cell phones are discouraged from being brought to school. It will be kept off and in the student locker, book bag, or other designated area. Failure to follow these procedures may result in the phone being confiscated. Cell phones will be treated as a personal item in our student handbook.

Title IX and the Rehabilitation Act Compliance

It is the policy of Springfield Platteview Community Schools to comply with the Title IX guidelines that, no person in the United States shall, on the basis of sex, be excluded from participation, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance.

Springfield Platteview Community Schools complies with the Rehabilitation Act of 1973 which states, no qualified individual with disabilities, shall, solely by reason of her or his disability be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.

Use of School Facilities

Permission for the use of school facilities and equipment must be obtained from the principal. An application for use of the school facilities form must be completed and submitted to the building principal for approval. This contract must be signed for acceptance of responsibility for use of school facilities and liability in case of injury or damage to school property. The school's daily educational and athletic programs shall always have priority, in terms of granting permission.

Withdrawals

Pupils moving from this school district are to report to their teacher before checking out. Parents should give the school advance notice, when possible, of an imminent transfer. Children are to return all school district property and pay all bills before leaving. Parents are asked to sign a Release/Request for Records form that permits the new school to receive the student's academic records. After all obligations have been met, records will be sent upon request. Parents are also required to sign a School Withdrawal form.

BOARD RESPONSIBILITY

The Board of Education may establish written policies governing student conduct in its schools. The Board may also extend Emergency Exclusion days beyond the five prescribed by LB503. The building administrators, additionally, may establish building rules and regulations consistent and within the frame work of Board policies.

PROHIBITED STUDENT CONDUCT

The following student conduct shall constitute grounds for short term suspension (up to 5 days) long term (up to 20 days) and expulsion, subject to due process of the law as established by Nebraska Legislative Bill 503.

- 1) The use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
- 2) Willfully causing or attempting to cause damage to private or school property.
- 3) Stealing or attempting to steal private or school property.
- 4) Causing or attempting to cause physical injury to a school employee or to any student. (Snowball throwing is included.)
- 5) Threatening or intimidating any student with the intent of obtaining money or anything of value from a student.
- 6) Possessing, handling, or transmitting any object that is generally considered a weapon.
- 7) Engaging in the unlawful possession, selling, using, or dispensing of alcoholic beverages, smoking, chewing tobacco, narcotics, drugs, or controlled substances.
- 8) Truancy or failure to attend assigned classes or activities.

- 9) The repeated violation of any school rule which interferes with the purpose of the school.
- 10) Insubordination, defined as the willful refusal of a reasonable request or the voicing of disrespect to those in authority.
- 11) The use of profanity or obscene language, or the possession and/or distribution of obscene printed material while on school premises.
- 12) Engaging in any other activity forbidden by the laws of the State of Nebraska which constitutes a danger to other students or interferes with the school program.

EMERGENCY EXCLUSION

A student may be excluded by an Emergency Clause from school for a period up to 5 days for the following reasons, but this time may be extended by Board Policy:

- 1) Dangerous communicable disease.
- 2) Creating a danger to self or others.
- 3) Disrupting others opportunities to learn.

TERMS DEFINED

- 1) Short Term Suspension - Excluded from attendance in school up to 5 days.
- 2) Long Term Suspension – Excluded from attendance in school from 6 to 19 days.
- 3) Expulsion – Excluded from attendance in all schools for a period not to exceed the remainder of the semester in which it took effect.
- 4) Mandatory Reassignment - The involuntary transfer of a student to another school within the district for disciplinary action.

Appendix A Student Fees

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

The District's general policy is to provide for the free instruction in school in accordance with the Nebraska Constitution. 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 require, to the extent permitted by law, 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 the Student Fee Schedule, which provides further specifics of student fees and materials required of students for the 2013-2014 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 clothing 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, repairer servicing of any vehicle, or caustic or explosive materials, or for laboratory classes involving caustic or explosive materials, hot liquids or solids, injurious radiation, 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

(a) Extracurricular Activities. Students have the responsibility to furnish any personal or consumable items for participating 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 the 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 to 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, cheer leading, and music/dance activity (e.g. choir or show choir) uniforms and outfits, along with T-shirts for teams or band members, will be required to be provided by the participating student. The cost of maintaining any equipment or attire, including uniforms, which the student purchases or uses exclusively, shall be the responsibility of the participating student. Equipment which is ordinarily exclusively used by an individual student participant throughout the year, such as golf clubs, softball gloves, and the like, are required to be provided by the student participant. Items for the personal medical use or enhancement of the student (braces, mouth pieces, and the like) are the responsibility of the student participant. Students have the responsibility to furnish personal or consumable equipment or attire for participation in extracurricular activities or for paying a reasonable usage cost for such equipment or attire. For music courses that are extracurricular activities,

students may be required to provide specialized equipment, such as musical instruments, or specialized attire, or for paying a reasonable usage cost for such equipment or attire.

(4) Extracurricular Activities - Fees for participation Any fees for participation in extracurricular activities for the 2013-2014 school year are further specified in the Student Fee Schedule. Admission fees are charged for extracurricular activities and events.

(5) Post secondary education costs Students are responsible for post secondary education costs. The phrase “post secondary education costs” means tuition and other fees associated with obtaining credit from a post secondary educational institution. For a course in which students receive both high school and post secondary education credit or a course being taken as part of an approved accelerated or differentiated curriculum program, 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 post secondary 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 Policy The District’s policy is to provide fee waivers in accordance with the Public Elementary and secondary Student Fee Authorization Act. Students who qualify for free or reduced price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

(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 students of the District 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) post secondary education costs, and (3) summer school or night school.

SEE STUDENT FEE SCHEDULE AT THE BACK OF THIS HANDBOOK.

CERTIFICATION

On the 8th day of July 2013, 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 2013-2014 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 meeting's laws.

Superintendent or Other Authorized School Official

Legal References:

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

Date of Adoption: July 8, 2013.

Elementary Personal or Consumable Supply Recommendations

- Crayons
- Pencils
- Glue
- Scissors
- Erasers
- Markers
- Paper
- Reeds, Instrument Oil (Band)

This list will vary according to individual buildings and teachers.

PROCEDURE FOR ACCEPTING AND FILING COMPLAINTS OF DISCRIMINATION IN NEBRASKA SCHOOL MEAL PROGRAMS.

USDA - Healthy, Hunger –Free Kids Act of 2010

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

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

STUDENT FEE SCHEDULE

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Elementary Schools		
Physical Education classes	Appropriate clothing (non-specialized attire)	Soft Soled/Tennis shoes and socks, running shorts, T-shirt
4th Grade (Music Class)	Recorder	\$10
Elementary Students	Yearbook	The book is optional (Appx. \$20)
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, piece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instrument.
Music-Optional Honor Choir	Coordinating group attire	Special shirts (Appx. \$8)
Classroom supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	None-necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists.
Field Trips	Transportation and admission costs of field trips.	None-costs of school sponsored, class-related field trips will be paid for by the school. Parents may be encouraged but not required to pay for field trip costs of up to \$10.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for over night field trips. Currently, 6th grade Outdoor Education is \$55.). Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
Summer school courses	Classes offered during the summer, or at night, if any	None for Guided Reading/Math/Library use. \$35 to \$200 per class for electives; None - Free-reduced lunch students
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Lunch-\$2.45; Milk-\$0.55; Breakfast-\$1.50; Prices are maximums based on one meal per day, and will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.

Springfield Platteview CSD
Elementary Handbook Changes
2013-2014

Everything has been organized alphabetically and the table of contents revised.

A couple sections that didn't go together were separated - Gifts and Invitations are now two sections instead of one, Pages 14 and 15.

FERPA information was added, Pages 7 and 8.

Consent to Opt-Out information was added, Page 11.

Directory Information was added, Pages 11 and 12.

Play Fighting / Imaginary Weapons information was added, Page 16.

Platteview Central Handbook Updates / Changes

1. updated board of education and officers, p. 1
2. added Facebook as means to receive communication, p. 4
3. updated visitors from NOT encouraged to NOT allowed to bring student visitors to school, p. 5
4. updated staff directory (still waiting for Tech II position to be filled), p. 6
5. updated school calendar for 2013-14 school year, p. 7
6. add language to see appendices regarding FERPA, p. 8
7. delete bring school issued assignment book, p. 10
8. update assignment book usage.... use iPad app or calendar feature to track homework, responsibilities, etc., p. 12
9. add 70 minute/80 minute homework recommendation, p. 12
10. remove wording of partial or zero credit if not attending MSAP when assigned, p. 14
11. add WATCH LIST MSAP topic, p. 14
12. update vocal music for accuracy, p. 15
13. criteria for student of the month updated, p. 16
14. added seven new ELITE Club traits, p. 16
15. added bully prevention and dating violence lessons to counselor responsibility, p.17
16. updated health services wording for nurse/para/other “school nurse/health paraprofessional/authorized school personnel”, p. 18–19
17. added medication administration topic, p. 19
18. updated food services to Taher Food Management Services and updated prices as known, p. 19–20
19. added bus stop rules topic, p. 22
20. updated attendance at school mandatory to participate in after school activities, p. 41
21. added iPad pucks and cords to student fees, p. 45
22. added FERPA attachments p.48–53

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS



MISSION STATEMENT

The Mission of Springfield Platteview Community Schools is to ensure that all students acquire the 21st century skills and behaviors necessary for each student to succeed now and into his/her future.

DISTRICT ADMINISTRATION

Mr. Brett Richards, Superintendent
Mrs. Holli Kirwan, Director of Learning
Mrs. Anita Belsky, Director of Special Education

BOARD OF EDUCATION

Mrs. Brenda Sherman, President
Mr. Kyle Fisher, Vice President
Mrs. Jennifer Kreifels, Secretary

Mr. Robert Icenogle, Member
Mrs. Lori Bartels, Member
Mr. Brian Wichman, Member

PURPOSE OF STUDENT AND PARENT HANDBOOK

The Platteview Central Junior High School Student and Parent Handbook outlines conduct expectations for students. At the same time, it outlines federal privacy, due process, special education, use of technology and other issues for parents and students.

The handbook establishes the responsibilities of all students:

- Attend school to receive an education.
- Be on time for all classes.
- Come to class with necessary materials.
- Complete all in-class and homework assignments and meet all deadlines.
- Obey school rules and school personnel.
- Cooperate with and respect school staff.
- Respect other students and their property.
- Respect public property.
- See that school correspondence to parents reaches home.

MESSAGE FROM THE PRINCIPAL

I invite all students and parents to participate in Platteview Central's educational opportunities. As part of our philosophy, we feel that teachers, support staff, students, parents, counselors, community, and administrators mutually share the responsibility of guiding each student in a positive direction regarding our school's curriculum, extra-curricular offerings and district mission. This partnership is crucial to each student's success here at Platteview Central.

Please feel welcome to communicate with any of our staff concerning areas that affect your student(s). Always start with the person closest to your area(s) of concern, then work your way up to the principal. As a staff, we have made a commitment to serving you and your children and we always try to make the best decisions based on individual student needs, while protecting our outstanding learning environment.

We are looking forward to an exciting school year and thank you for choosing Platteview Central for your child's educational needs. We feel we offer the best education in the Learning Community and have the test scores and educational climate to prove it! Thanks and have a great year!

Sincerely,

Darin Johnson
Principal

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Daily Bell Schedule:

Mondays	<u>Late Start</u>	Regular	<u>Tues-Fri</u>	Early Dismissal	<u>1:25 PM</u>
Period	Times	Period	Times	Period	Times
1	9:10- 9:48	1	8:10- 9:00	1	8:10- 8:43
2	9:52- 10:27	2	9:04-9:50	2	8:47- 9:19
Homeroom	10:31- 11:01	3	9:54-10:40	3	9:23- 9:55
3	11:05- 11:40	4	10:44- 11:31	4	9:59- 10:32
5	11:44- 12:49	5	11:35- 12:51	6	10:36- 11:09
7 th Lunch	11:40- 12:10	7 th Lunch	11:31- 12:01	5	11:13- 12:13
8 th Lunch	12:19- 12:49	8 th Lunch	12:21- 12:51	7 th Lunch	11:09- 11:39
4	12:53- 1:28	6	12:55- 1:42	8 th Lunch	11:43- 12:13
6	1:32- 2:07	7	1:46- 2:33	7	12:17- 12:49
7	2:11- 2:46	8	2:37- 3:25	8	12:53- 1:25
8	2:50- 3:25				

Visitors

Parents or guardians are welcome at Platteview Central Junior High School and are expected to check in at the office before moving about on campus. Parents asking to visit a classroom in session are asked to contact the school office one day in advance to help with necessary planning. Students are NOT allowed to bring student visitors to school. Any visitor to the campus must be approved ahead of time with the principal.

Staff Directory

Staff Name	Assignment	Phone #	Email Address
	Industrial Tech II	339-5052	dcraney@springfieldplatteview.org
Davidson, Peggy	Counselor	339-5052	pdavidson@springfieldplatteview.org
Dolezal, Susan	Pre-school	339-5052	sdolezal@springfieldplatteview.org
Ernst, Melanie	Office Aide	339-5052	mernst@springfieldplatteview.org
Ewin, Stephanie	Paraprofessional	339-5052	sewin@springfieldplatteview.org
Farr, Denise	Custodian	339-5052	dfarr@springfieldplatteview.org
Foutch, Dustin	Industrial Tech I	339-5052	dfoutch@springfieldplatteview.org
Goodrich, Mary Ann	Reading	339-5052	mgoodrich@springfieldplatteview.org
Hansen, Jamie	Art	339-5052	jhansen@springfieldplatteview.org
Hilkemann, Laura	Spanish	339-5052	lhilkemann@springfieldplatteview.org
Jamber, Kim	Food Service	339-5052	kjamber@springfieldplatteview.org
Janak, Marla	Band	339-5052	mjanak@springfieldplatteview.org
Jennings, Jim	Keyboarding	339-5052	jjennings@springfieldplatteview.org
Jenson, Scott	Phys Ed	339-5052	sjenson@springfieldplatteview.org
Johnson, Darin	Principal	339-5052	djohnson@springfieldplatteview.org
Karasek, Jim	Math 7	339-5052	jkarasek@springfieldplatteview.org
Elder, Christina	PE / Health	339-5052	celder@springfieldplatteview.org
King, Matt	Choir	339-5052	mking@springfieldplatteview.org
Kuhl, Adam	Phys Ed	339-5052	akuhl@springfieldplatteview.org
Layher, Jerry	Band	339-5052	jlayher@springfieldplatteview.org
Layher, Patti	Business	339-5052	playher@springfieldplatteview.org
Laughlin, Frank	Social Studies 8	339-5052	flaughlin@springfieldplatteview.org
Lynam, Jim	Math 8	339-5052	jlynam@springfieldplatteview.org
Murphy, Bobbi	Paraprofessional	339-5052	bmurphy@springfieldplatteview.org
Scanlan, Arlis	Science 7	339-5052	ascanlan@springfieldplatteview.org
Schroeder, Dennis	Custodian	339-5052	dschroeder@springfieldplatteview.org
Seifert, Jean	Media Aide	339-5052	jseifert@springfieldplatteview.org
Soe, Rachel	Social Studies 7	339-5052	rsoe@springfieldplatteview.org
Staskiewicz, Frank	Technology Dir.	339-5052	fstaskiewicz@springfieldplatteview.org
Svendsen, Tren	Office Manager	339-5052	tsvendsen@springfieldplatteview.org
Svoboda, Sarah	Language Arts 7	339-5052	ssvoboda@springfieldplatteview.org
Thayer, Amy	Media Specialist	339-5052	athayer@springfieldplatteview.org
Thomas, Tina	Science 8	339-5052	tthomas@springfieldplatteview.org
Tiller, Michele	Language Arts 8	339-5052	mtiller@springfieldplatteview.org
Woodward, Marty	Special Education	339-5052	mwoodward@springfieldplatteview.org

Important Dates

***All Mondays that school is in session will be a 9:10 AM start time

Quarter 1

August 8–14	Teacher Workdays
August 12	7th/8th Orientation, iPad Deployment, & Open House
August 15	1 st day of School
September 2	Labor Day NO SCHOOL
September 16	School Pictures
September 23	Teacher in-service- NO SCHOOL
October 18	End of 1 st Quarter- Early Dismissal at 1:25 PM

Quarter 2

October 21	Start of 2 nd Quarter
October 23/24	P/T Conferences 2–7:30 PM – Early Dismissal 1:25 PM
October 25	Teacher Comp Day- NO SCHOOL
November 27	Early Dismissal 11:25 AM
November 28/29	Thanksgiving break- NO SCHOOL
December 18/19	Early Dismissal 1:25 PM – Semester Finals
December 20	Early Dismissal 11:25 AM – Semester Finals
December 23– Jan. 3	Winter Break- NO SCHOOL

Quarter 3

January 3	Teacher training and preparation day- NO SCHOOL
January 6	1 st day of 3 rd quarter; 2 nd semester
January 20	Martin Luther King Jr. Day- NO SCHOOL
February 12/13	Parent Teacher Conferences- Early Dismissal 1:25 PM
February 14	Teacher Comp Day- NO SCHOOL
February 17	President's Day – NO SCHOOL
March 14	Early Dismissal 1:25 PM- End of 3 rd Quarter

Quarter 4

March 17–19	Spring Break – No School
March 20	1 st Day of 4 th Quarter
April 18 & 21	NO SCHOOL
May 20/21	Early Dismissal 1:25 PM – Semester Finals
May 22	Last Day for Students Early Dismissal 11:25 AM – Finals

Closed Campus

Platteview Central is a closed campus and students may not leave school grounds during regular school hours. The campus is also closed during lunch time. Students may leave during lunch time only if a parent signs them out and accompanies them off campus. Exceptions must be approved by the principal.

Student Records

Parents have rights to: 1) inspect and review educational records; 2) request an amendment of the student's record to ensure accuracy; 3) consent to disclosures of personally identifiable information to the extent of the law; 4) file a complaint concerning alleged failures by the school to comply with regulations; 5) obtain a copy of the school district's policy on records. See FERPA and PPRA attachments on pages 48–54.

Withdrawal of a Student

Parents should notify the school at least two days ahead of the student's last day of attendance. The student will be given a withdrawal form to take to all classes. All textbooks, iPad (cord and puck), materials, and equipment must be returned to the school. Items lost or damaged must be paid before withdrawing from Platteview Central.

Telephone Use

Telephones are primarily for business use. Office and classroom phones are available to students in the event of an emergency or to conduct business as authorized by a staff member. Telephone use during the school day by students is restricted to only school phones. Cell phones are NOT to be used during the school day at Platteview Central. See page 38 in the discipline matrix for cell phone/device violations.

Curriculum and Course of Study

The course of study at Platteview Central is designed to provide learning experiences for each student to develop the readiness skills necessary for future learning and life. All students in grades 7–8 take courses in mathematics, science, language arts, and social studies. The curriculum is aligned to the Nebraska State Standards for education.

In addition to the core classes, 7th graders will also take reading. Students will have the opportunity to receive instruction in other areas as well, including art, physical education, health, keyboarding, business, vocational technology, media skills, general music, choir, band, spanish and family consumer science.

Additional information on curriculum and assessments can be found on our district's website at [www.http://springfieldplatteview.org](http://springfieldplatteview.org) and in the Platteview Central Curriculum guide. Parents are always welcome to review textbooks and curricula materials used for student instruction.

7th Grade Course of Study

Subject	Length of Course
Math 7 or JH Pre-Algebra	Year
Life Science 7	Year
Language Arts 7	Year
Social Studies 7	Year
Reading 7	Year
Physical Education	Year, every other day
Choir (elective)	Year, every other day
Band (elective)	Year
Business	1 Semester
Keyboarding	1 Semester
Technology I	1 Semester
Art	1 Semester
Special Education	Individually scheduled
Guided Study	Year (if in Band, every other day)

***7th grade students may take junior high pre-algebra if test scores, classroom performance and teacher recommendation align. Parents, teachers, and administrators may be asked to participate in math course selection to ensure adequate placement.

8th Grade Course of Study

Subject	Length of Course
Pre-Algebra or HS Algebra	Year
Language Art 8	Year
Physical Science 8	Year
Social Studies 8	Year
Physical Education	Year
Choir (elective)	Year, every other day
Band (elective)	Year
Art	1 Semester
Business	1 Semester
Health	1 Semester
Media Skills	1 Semester
Technology II	1 Semester
Spanish Language	1 Semester

Family Consumer Science	1 Semester
Exploratory Music	1 Semester
Special Education	Individually Scheduled
Guided Study	Year (if in Band, every other day)

Supply List – 7th Grade

All Classes: Bring a bag to carry things to and from school. A small pencil bag is recommended. Bring your iPad to all classes as directed by your teachers. Please have your iPad charged and ready for each school day.

Band: Bring your instrument to all classes. For concerts, wear a Band shirt, black slacks, black socks and Band shoes. (The Band shirt and shoes are available through the band department).

Language Arts: Two **Green** folders, 1 **Green** large spiral notebook, pens and/or pencils.

Math 7: One **Black** 3–ring binder (1”) with loose–leaf paper, at least 3 wooden pencils (or one mechanical pencil with extra lead, plus two wooden pencils), and a separate eraser.

Physical Education: Tennis shoes (non–marring type), socks, athletic shorts (not made of jean or khaki material), T–shirt and sweats.

Reading: Two **Blue** folders for reading class only, one **Blue** 1–subject notebook, pens and/or pencils.

Science: One **Black** 3–ring 1” binder, one **Yellow** pocket POLY folder with 3 hole punch, pens, pencils, and **FOUR** yellow highlighters.

Social Studies: One **Red** folder for handouts and old tests, one **Red** spiral notebooks, pens and/or pencils.

Art 7: Wood pencils–not mechanical, eraser, personal pencil sharpener, small box of Kleenex, pocket folder w/ ring fasteners.

Supply List – 8th Grade

All Classes: Bring a bag to carry things to and from school. A small pencil bag is recommended. Bring your iPad to all classes as directed by your teachers. Please have your iPad charged and ready for each school day.

Art 8: Q-Tips, wood pencils–not mechanical, eraser, small box of Kleenex, pocket folder w/fasteners.

Band: Bring your instrument to all classes. For concerts, wear a Band shirt, black slacks, black socks and Band shoes. (The Band shirt and shoes are available through the band department).

Exploratory Music: One three ring binder, paper, a folder for assignments and a pencil.

Family /Consumer Sciences: Notebook, pens and/or pencils

Media / Information Skills: Pencils, loose leaf paper

Health: Notebook, pens and/or pencils.

Language Arts: Loose leaf paper (50–100 pages per quarter), 2 pocket folders, Blue or black ink pens for class and 2 pens with colored ink (red, green, blue, black), for use when editing.

JH Algebra: One 3–ring binder (1”), with loose leaf paper, pencil, scientific calculator (optional).

Pre–Algebra: Notebook, paper, folder, pencil and scientific calculator (optional).

Physical Education: Tennis shoes (non marring type), socks, athletic shorts (not made of jean or khaki material), t–shirt and sweats (take home for washing).

Science: notebook or folder, pencils and/or pens, Poly 2 Pocket folder without clasps.

Social Studies: One folder for handouts and old tests, two spiral notebooks, pens and/or pencils.

Spanish: Folder or binder, pens and/or pencils, notebook or loose leaf paper, coloring utensils.

Grading Policy

The grading system uses a number grade to represent the student's progress. To more accurately reflect the precise grade, a plus or minus may be used. The following table shows the range and meaning for each numerical grade assigned:

Grade	Range	Student Effort
1	100-93	Excellent
2	92-85	Good
3	84-77	Average
4	76-70	Below Average
5	Below 70	Failing
INC	Incomplete	
P	Satisfactory	
F	Unsatisfactory	
NG	Not Graded	

Homework and Make-Up Work Policies

Homework supports the educational program at Platteview Central. It is used to reinforce skills already being taught in the classroom, to work on independent study, complete projects, and to complete classroom assignments. Students and parents should develop a study time set aside at night for this purpose (70 minutes for a 7th grader and 80 minutes for an 8th grade is recommended). This will develop habits for your student to become successful at high school and college levels of education, as well as their future careers.

With each Platteview Central student being assigned an iPad, the expectation is that each student will use a homework and/or calendar app for purposes of staying current with homework, upcoming quizzes, tests or projects.

Students need to make-up assignments and tests missed due to an absence from school. The student is responsible for requesting missing assignments from the teacher and turning them in at the designated deadline set by the teacher (minimum 1 day for each day missed). Any parent wishing to pick up work for a student who is absent, needs to request it from the Office Manager before 12 noon. Collected work will then be available by 3:25 PM unless arrangements are made with the Office Manager to pick it up sooner.

Parent Web

Student assignments, grades, progress reports, and attendance records are available through use of our grades 7–12 Parent Web.

To learn more about our Parent / Web please go to the Platteview Central web site at <http://simsweb.esu3.org> or contact the school office 402–339–5052 and request the necessary application form. Paper application forms can be downloaded from our school’s web site. This is the suggested application process as it increases the probability of confidentiality.

You can use any web browser installed on your computer. Once your account is set up, simply go to <http://simsweb.esu3.org> and log in with your assigned user i.d. and password. You will then be able to navigate through the information available for your student(s).

Complete guidelines and instructions will be included in your account activation letter. It is important that each legal guardian protect their password. **The Parent Web is not intended to replace teacher – student and / or teacher – parent communication.** Please contact the individual teacher if you have questions about your student’s progress before contacting the school counselor. School web site: www.pc.springfieldplatteview.org

Homework Online

All daily homework can be found online. When accessing homework online, go to our school website at www.pc.springfieldplatteview.org and click on the school resources tab on the left hand side of the page. Then, under daily homework, select either 7th or 8th grade to find homework for the given day. Homework remains listed for one week.

Lunch Study

Students who do not turn in their homework on time will be assigned to Lunch Study. Students must meet in Mr. Laughlin’s classroom by the cafeteria before eating lunch to complete the late assignment. This program has been a huge success in helping students who are late with assignments to stay current with what is being taught in the classroom. Students may also voluntarily attend Lunch Study to get ahead on work or study for an afternoon test.

Middle School Assistance Process (MSAP):

Students are expected to complete, on time, each assignment given by each teacher. The following process will be used to help students experience success when having trouble completing assignments on time. The probability of student learning is increased significantly when each teacher given assignment is completed in a timely and thorough manner.

- (1) If an assignment is not completed or presented, the student will be directed by the teacher to stay after school or be assigned Lunch Study that same day.
- (2) The student will be directed to call her/his parent(s) or guardian to make necessary ride arrangements.
- (3) MSAP (Middle School Assistance Process) will be from 3:25–4:05 PM on a daily basis for all teacher identified students.
- (4) Student assignments completed during this time will receive credit for work completed by 4:05 PM.
- (5) Students not appearing as directed by a teacher, if appropriate parent contact is made, may earn discipline consequences. It is expected that assignments be completed as directed by each teacher (regardless of grade assigned).

A student refusing to complete teacher assignments and to work to their potential can be assigned to In-School Suspension (ISS), Saturday School, suspended from class and/or school, and be subject to other appropriate school action which includes expulsion for the remainder of the current semester.

Watch List MSAP

Students who appear on our Monday Watch List (4's and 5's) three or more times will earn MSAP for one week during the week they are listed on the Watch List. Parents will be notified and asked to make transportation arrangements.

Guided Study Class

Platteview Central students will be assigned to Guided Study during their 7th and 8th grade school years. Students not in band will have Guided Study each day, while band students will attend every other day. This study period will be used for mandatory silent reading (15 minutes to begin class), interventions for struggling students, additional assistance, homework completion, gifted opportunities and test make-ups. All core teachers are available during this time. Students will be assigned to a particular Guided Study, but can request a

pass to get help from any teacher, as needed. This is an excellent way to make sure your student understands the work before he/she comes home.

Progress Reports

Quarterly grades are issued four times during the school year. In addition, progress report grades are sent home with students at the mid-point of each quarter. The scholastic reports communicate academic achievement, citizenship standing, tardies and student absences to parents.

Student Activities and Programs

Student Council:

The Platteview Central Student Council is composed of ten 7th and 8th grade students who are elected by the student body. The student council serves as a liaison between students and members of the faculty and administration. Members are expected to be positive student leaders who exhibit proper behavior and passing grades. Student Council members who do not meet these prerequisites may be replaced by an alternate member.

The student council is responsible for planning student activities throughout the school year and also functions in a leadership and organizational role. Individual students are encouraged to seek out their student council representatives to express views concerning school activities and programs.

Music Programs:

1. Vocal Music Program:

Vocal music class is an elective course for all 7th and 8th grade students. In 8th grade the students take Exploratory Music as one of their rotation classes. If they are in Band they do not take this class.

2. Instrumental Music Program:

Junior High Band is offered (as an elective) to both 7th and 8th grade students as a continuation of the elementary music curriculum. The junior high band participates in a Winter Holiday Concert, a Spring Concert, and also marches at a high school home football game in the fall of the year.

National Junior Honor Society:

The National Junior Honor Society (NJHS) was founded at Platteview Central to stimulate high scholarship, develop leadership, provide service to school and community, and to recognize students who excel academically. Qualifications for induction into the National Junior Honor Society include a high academic average, recommendations by members of the faculty and the school principal.

Candidates for induction into the National Junior Honor Society will be judged on character, leadership, and service in addition to academic excellence.

Gifted / DEM (Discovery Educational Model):

The purpose of the DEM program is to provide gifted students with challenges that go beyond those offered in the regular classroom. DEM also provides an opportunity to improve decision-making skills by planning individual/group activities. Qualification for the DEM program involves three levels of criteria. The student must qualify in all of the following areas: test scores, teacher recommendation, and Gifted placement exams. Students, in cooperation with the Discovery teacher, will be allowed to choose the units and activities they'd like to be involved in.

Student of the Month Awards: This student recognition by staff members is made to students who demonstrate the following characteristics:

Cooperativeness in class	Academic improvement
Responsibility in completing work	Concern for quality work
Positive classroom leadership	Consistent academic achievement

E.L.I.T.E. Club Recognition: Nominations for an E.L.I.T.E. Club membership come when students demonstrate outstanding qualities in specific areas, such as: Trustworthiness, Responsibility, Respect, Fairness, Caring, Citizenship, Determination, Enthusiasm, Kindness, Patience, Helpfulness, Perseverance, Reliability and Humor. These are awarded on a monthly basis with students winning small prizes, including five t-shirt winners each month.

Activity Period: An activity period (30 minutes) is used at Platteview Central on Mondays. The purpose is:

1. to provide an opportunity for clubs, organizations, and other student groups to meet.
2. to give students an additional opportunity to meet with teachers for help on academic issues.
3. to recognize student achievement.

Students attending a meeting announced in our daily bulletin may attend after signing out with their Activity Period teachers. A student planning to receive help from another teacher during Activity Period should obtain a pre-signed pass from the teacher before the start of Activity Period. It is expected that students leaving their Activity Period class will remain at their meeting with the teacher.

Guidance Services:

There is a full-time counselor assigned to students in Grades 7–9. Counselor goals include: providing assistance to all students in selecting classes and activities; administering and interpreting the junior high testing program; working with teachers, students and parents in assuring educational continuity; establish bullying prevention and dating violence lessons in accordance with state statutes; and assisting junior high students both on the personal and academic level.

Contact with the Counselor: Students may arrange for an appointment with the school counselor during study halls or before/after school. Parents may contact the counselor and arrange for a conference to discuss areas of concern, test results or other school related matters.

Testing Program: Northwest Evaluation Assessment (NWEA – a.k.a. MAP Test for Measures of Academic Progress) is administered twice a year and the Nebraska State Accountability (NeSA) assessment is administered during the fourth quarter. NWEA testing includes assessments in Math, Science, Language, and Reading. NeSA tests will cover Math and Reading in grades 7 and 8 and Writing and Science in grade 8. Individual student profiles with test data are returned to parents along with the students' report card after school's completion in late May. Additional information may be obtained from the counselor regarding interpretation of the data.

Student Scheduling: Students register for classes in the spring of the school year with the guidance counselor. A parental signature is required on the student registration form to ensure parental involvement in this process. Questions concerning recommendations, requirements, electives, etc. should be referred to the counselor.

Schedule Changes: Elective courses may be dropped or added only after a parental note of approval has been given to the counselor. These schedule changes may be performed only during the first seven days of a quarter class, or the first seven days of each semester of a year-long elective class. Changes are also dependent upon space availability in the new class. Exceptions to these rules are discouraged and will not be made unless there is teacher, parent, counselor, and administration consensus.

Special Parent Reports: Parents/students requesting more frequent feedback about progress of a student should contact the teacher/counselor if they have immediate needs. Increasing communication between home and school is a goal of the counseling and guidance service.

Honor Roll: Any student who receives a 3.5 grade point average or better will be placed on the Honor Roll. In addition, students who receive a GPA ranging between 3.0 – 3.49 will be placed on the Merit Roll.

Health Services

Purpose: School health services are intended to provide emergency service for injury or sudden illness in addition to helping prevent and control diseases. School officials will work hard to respect/support parent decisions to withhold a sick child from school.

Health Office: The Health Office is located next to the counselor's office on the upper level. Services provided by the school nurse/health paraprofessional/authorized school personnel are not intended to substitute for those provided by your family physician.

Illness: If a student becomes ill during school, he/she should obtain a pass from the classroom teacher and report directly to the health office. If the nurse/health paraprofessional is not scheduled at Platteview Central that day, the student should report to the school secretary. Based on the severity of the illness or injury, the parents will be contacted. If we are unable to contact parents, persons listed on the student's Health and Accident card will be notified. An accident report will be filed for all serious accidents.

Physical Examinations and Immunizations: Seventh grade students and other new students at Platteview Central must have a complete physical and immunization record by the first day of class. Immunizations: All students should show evidence of immunizations as stipulated by State School Law upon entering school, they are: 3 doses of DTaP, DTP, or Td vaccine, one given on or after the 4th birthday; 1 dose of Tdap (must contain Pertussis booster) which can be received any time after 10 or 11 years of age, depending on which brand of vaccine is used; 3 doses of Polio vaccine; 2 doses of MMR vaccine, given on or after 12 months of age and separated by at least one month; 3 doses of Hepatitis B vaccine; 2 doses of Varicella (chickenpox), given on or after 12 months of age. Written documentation, including the year, of Varicella disease from parent/guardian or health care provider will be accepted if the child has had Varicella disease. In this case, they do not need any Varicella shots. Students whose immunizations are not completed will NOT be allowed in school until these Nebraska Department of Health Standards have been met. The 7th grade physical will be accepted for athletic participation providing proper signatures and doctor release is present. Eighth graders must have a sports physical to participate in athletic practices/events. Please have sports physicals scheduled on or after June 1st for the upcoming school year. Any questions concerning school health care can be answered by contacting the school nurse (402-339-5052).

Medication(s) in school: State law prohibits the nurse (or any other school official) from giving medication (including aspirin) without written authorization from the parent. Springfield Platteview Community Schools requires that all students, who need medication during school hours, do the following:

Over the Counter (OTC) Medication – Present the Springfield Platteview Community Schools Over-The-Counter consent form signed by the parent or legal guardian for over the counter medications. The medication must be in the original bottle and properly labeled with instructions for administration.

Prescription Medication – Present the Springfield Platteview Community Schools Prescription Medication consent form signed by the parent or legal guardian and prescription from the physician. Bring the medication in the original prescription bottle, properly labeled by a registered pharmacist as prescribed by law. Control Substance medication (some ADHD medication) needs to be brought in by the parent and counted with the school nurse/health paraprofessional/authorized school personnel and initialed. Also these medications need to be picked up at the end of the school year by the parent and counted again with parent initials.

Medication Administration: The school nurse/health paraprofessional/authorized school personnel may refuse to administer medication if the parent/guardian is unavailable at the time of administration or safety is in question.

Health Screening: During the first quarter of each school year, health screenings will be conducted as per the Department of Health and Human Services minimum requirements per grade. The screening may consist of all or some of the following: hearing, vision and dental check-ups in addition to measuring height and weight. Parents/guardians shall be notified in writing of any defects and encouraged to seek a professional evaluation. If parent/guardian wishes to refuse school health screening they must submit a written statement(s) from a qualified examiner that the child has received minimum required screenings within the previous six months.

Food Service– Lunch Program

Students are required to report to the lunchroom (gymnasium) during their assigned lunch period. Students have the choice of bringing their own lunch or purchasing a hot lunch.

Hot lunch programs are provided in all Springfield Platteview schools and will be outsourced by Taher Food Management Services. A hot lunch may be purchased or a child may bring his/her lunch and buy a milk at the cafeteria. Parents/guardians are always welcome to eat at school if they call the office by 9 AM. The price of an adult lunch is \$3.15. Copies of all menus are sent home monthly or can be found on our school website at www.pc.springfieldplatteview.org.

The price of a student lunch at Platteview Central is \$2.65, which includes milk. Each student will have their own lunch account that money can be deposited into. Children are welcome to bring a sack lunch and are required to eat in the lunchroom with their respective classmates. Milk may be purchased separately for \$.60 cents. Pop is not allowed to be included as part of the sack lunch.

Students are required to pay for all lunches received. Parents should keep enough money in the food service account to stay current. Each week on Tuesday and Friday, generic emails will be sent to families with low account balances (\$5.00 or less per student on account).

The School Nutrition program understands that situations may occur when a child forgets their lunch money and will allow a student to charge a meal. A meal charge is defined as a short-term loan for a child to eat as a result of forgetting their lunch, losing their money, etc. On the first negative charge, school personnel will send home

a slip with the student detailing the negative balance. The Food Service Office will mail a letter notifying parents of the negative account. If there is no response from the parents or guardian, a meal application for free or reduced lunch may be mailed out. If negative charges continue to occur, the matter will be turned over to the school principal for resolution. Insufficient funds checks do count as charges for these rules. A \$5.00 fee will be added to all returned checks.

Free or reduced price lunches are provided to those children whose parents can meet federal income guidelines. Application forms for this service are available in each school office and are sent home at the beginning of the year with each child. The forms are also available on the school website. The school district must have an approved application (or a list of student names from the state's direct certification list) before meal benefits can be given. The school district cannot claim any free and reduced meals to new children without a processed application. Lunch applications are processed daily upon arrival in the School Nutrition Office.

In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1500 Independence Ave., S.W., Washington D.C. 20250-9410 or call toll free (866) 632-9992. Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

Lost and Found

If your student has lost anything at school, chances are it can be found at the "Lost and Found" located at the main office. Parents, please feel free to browse if your student is missing something.

Media Center – Computer Lab

All students at Platteview Central will have an opportunity to utilize our outstanding media center facility. Students will contact the person in charge of the Media Center to receive the necessary pass. The media center is designed to be used as a resource center for students. When students report to the media center, they should be businesslike, possess paper and writing instrument(s) and display appropriate behavior throughout the entire period. Students who violate media center or computer room policies or rules are subject to the loss of media center/computer room privileges for a stated period of time and/or additional school discipline to include expulsion from Platteview Central. Media Center privileges can be adjusted for students having failing grades or failing to meet other achievement expectations.

Book Responsibility: Each student is responsible for his/her library books. Books damaged/lost as a result of misuse will result in fines and/or

replacement fees for the cost of the book. Library materials may be checked out for a maximum of two weeks. A fine of 5 cents per day will be charged for late books. Students consistently having late books, etc. will lose media center privileges. **All fines on library books must be paid prior to the issuance of grades or transcripts.** Students will be allowed to use both the junior high and senior high libraries for reference materials.

If a book is lost, the student who checked out the book is responsible for payment. The money for the book will be returned if the book is found in that school year. As replacement books are ordered over the summer, money will not be returned on books paid for in the previous year.

Transportation Guidelines and Regulations

Bus Service: Springfield Platteview Community Schools provides transportation as a privilege to all students throughout the district. The school bus is considered an extension of the school, and all rules and regulations are considered in effect while on the bus.

Bus Regulations and Procedures

In order to increase the probability of safe transportation for each/all students riding school transportation, we will use the following plan. Please read and review these rules with your student(s).

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS BUS REGULATIONS

Authority of Driver: Students transported in a school bus shall be under the authority and/or responsible to the driver. The driver shall be responsible for the orderly conduct of the children while they are on the bus.

PHILOSOPHY: Safety is the first consideration when transporting students to school. If the driver is distracted or directs attention away from the road, danger exists. This is why there must be rigid standards of discipline established. These standards must be maintained for your students' safety.

BUS RULES:

1. **Cooperate with your driver.**
2. Stay seated and face the front of the bus.
3. Bus drivers may assign seats as necessary.
4. Students are to be dropped off at their stop. Drivers must receive a signed note by parent/guardian giving permission for other "drop-off" arrangements.
5. Keep head, hands, and feet to yourself. (No fighting, pushing, shoving, spitting, teasing, etc.)
6. Talk quietly. Be courteous and do not use profane language.
7. Students must be absolutely quiet at railroad crossings.
8. Keep head, hands, feet and objects inside the bus.
9. Aisles shall be clear and unobstructed at all times.
10. Help keep your bus clean. Do not litter.

11. Do not eat or drink on the bus. (Candy, gum, etc.)
12. Do not bring hazardous materials on the bus.
13. No animals may be brought on the bus.
14. Do not tamper with/damage the bus or its equipment.
15. Students shall not use the emergency door unless an emergency exists.

IF A STUDENT BREAKS A BUS TRANSPORTATION RULE:

1st Incident: Driver verbally warns student.

2nd Incident: Student receives citation; parent and principal are notified of the infraction by the bus driver.

3rd Incident: Student receives citation and is suspended from the bus for 3 to 5 days; parent is notified of the infraction by the principal.

4th Incident: Student receives citation and is suspended from the bus up to the remainder of the school year.

Activity Bus Rules:

1. No student shall stand when the bus is moving.
2. Students shall not exchange seats when the bus is moving.
3. Students shall not extend their hands, heads, or objects from the bus when it is moving.
4. Student noise shall be kept to a minimum (this includes screaming and loud singing).
5. Students shall be quiet at all railroad crossings.
6. Anything a student brings on the bus should be taken off by that student. (Sponsors should check the bus for litter at the end of each trip.)
7. The bus driver is to drive the bus. Conduct is the responsibility of the activity sponsor or coach and should be assumed by them.
8. Sponsors should be seated so they can observe the entire group and their actions.
9. Communication between the bus driver and sponsor is essential if we are to have safe and organized bus trips.
10. Students should respect all employees and fellow students of the district and may be disciplined by the activity sponsor/ school personnel for their use of profanity, disrespectful actions, or improper behavior. Students are financially responsible for any damage they cause.
11. Food and beverages may not be allowed on the bus, except during activity related trips as authorized by the sponsor.

Bus Stop Rules:

1. School rules apply at the bus stop. Students will be held accountable for their actions. The bus stop is an extension of the school day, both before and after class.
2. Do NOT arrive at the bus stop more than five minutes before your scheduled pick up time.

For additional information on school transportation, please contact First Student at 402-339-4496. In the event you have a need for additional assistance please call 402-339-5052 and we will work with you.

Student Expectations

- Attend school to receive an education. Schools cannot educate students who do not attend. Students must attend school daily unless ill or legally excused.
- Be on time for all classes. Students who enter a classroom after a lesson has begun are interfering with the rights of others to learn and study. Punctuality is a habit that students must develop if they are to be successful in the world of work. This includes the first period of the day..... be on time for school!
- Come to class with necessary materials. A teacher should not have to delay instruction because a student comes to class unprepared. This interferes with the rights of others to learn and study.
- Complete all in-class and homework assignments and meet all deadlines. The full responsibility for student learning does not rest solely with the teacher. Educational efforts cannot be effective unless students participate in class and complete all assignments.
- Obey school rules and school personnel. No one has the right to interfere with the education of others. Rules are designed to allow a school to meet its obligation to educate students. Students are required to obey and be courteous to everyone who works in our schools.
- Cooperate with school staff. Every community depends upon its citizens to uphold the rules by which everyone has agreed to live. Students have the responsibility to provide truthful information when asked by school authorities.
- Respect the person and property of others. Respecting the rights and properties of others and demonstrating personal integrity should guide student behavior at school, on the way to and from school, and school sponsored events. Always be a good neighbor.
- Respect public property. Schools are a community investment and resource for young people. People who damage school property will be held responsible.
- See that school correspondence to parents reaches home.

Boys Town Social Skills: Springfield Platteview Community Schools is committed to teaching all students important social skills. Social skills are “following directions” and “accepting no for an answer.” These examples have specific and observable behaviors which are taught and reinforced by staff. Student success in the social skill area is critical to a quality learning environment for all students.

STUDENTS' RIGHTS AND RESPONSIBILITIES

Platteview Central Junior High School

This section is based on beliefs and principles about how students learn and what they must know to act as responsible citizens and productive workers in a highly competitive and increasingly global society.

This policy statement provides the general guidelines of conduct, which are expected of our students. It also describes the responsibilities of the students in relation to this conduct standard.

These rules and standards apply to all school buildings and grounds, during and immediately before or after school hours. They also apply to school-sponsored functions both on and off school property, including the bus stop and other extensions of the school day.

The Board of Education has adopted the following policies of general application governing student conduct in all schools. Principals will establish other rules and regulations applicable to conduct at their respective sites that are consistent with those established by the Board of Education.

I. GENERAL STANDARDS OF BEHAVIOR:

It is expected that students will conduct themselves in a manner, which is considerate of others, respectful of property and mindful of the good of all. Students should therefore:

- Attend school regularly and punctually.
- Act in a manner that will enhance the learning environment for all students.
- Use school facilities in a way that will conserve their continued usefulness.
- Apply themselves to the best of their ability to the learning tasks assigned.
- Abide by school regulations and assist in their enforcement and modification.
- Participate constructively in school government and assist in modification or regulations for general school improvement.

II. STUDENT USE/ABUSE OF ALCOHOL AND OTHER SUBSTANCES:

All students have a right to attend school in an environment conducive to learning. Since alcohol and other drug use is illegal, addictive, and interferes with both effective learning and the healthy development of children and adolescents, the school has a fundamental legal and ethical obligation to prevent drug use and to maintain a drug-free educational environment.

No student may use, possess, be under the influence of, sell, or distribute alcohol or other substances, nor may use or possess drug paraphernalia (except drugs/medications as prescribed by a physician) on school grounds or at school-sponsored events. The same restrictions apply to students participating in extracurricular activities. The terms "alcohol or other substances" shall refer to the use of all substances including, but not limited to, alcohol, tobacco, inhalants, illicit drugs, and look-a-likes. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited. This policy applies to all school buildings, grounds and school-sponsored functions or events whether on or off school grounds.

The school district will provide a health curriculum that will include strategies of prevention and intervention designed to educate students on the use/abuse of alcohol and other substances.

Violations of this policy will be handled in accordance with the rules and regulations set forth in this document.

III. ATTENDANCE POLICY

- A. Nebraska State Statute (79-201) requires that all students between the ages of 6 - 18 attend school. It is the responsibility of the parent/guardian to see that the student is at school at the appropriate time in a proper state of health and cleanliness. Notification of an absence must be made to the school office or the absence will be considered unexcused. The school district is required by law to

notify the county attorney when students reach 20 absences in a school year, if any of the absences are unexcused. Students who have 20 excused absences may also be referred to the county attorney on a case by case basis.

IV. CONSEQUENCES OF DISRUPTIVE BEHAVIOR:

Conduct which violates the rules and regulations and policies adopted by the Board of Education and as set forth below will subject the student to disciplinary action. Disciplinary action may be, but is not limited to:

- A. Counseling of the student. In alcohol/drug related incidents students shall have an alcohol evaluation performed by a qualified drug/alcohol counselor. Payment will be at the student's expense.
- B. Parent conferences.
- C. Rearrangement of schedule/assignment to another school.
- D. Requirement that the student remain in school after regular hours, summers and Saturdays to complete additional work.
- E. Restriction of participation in extracurricular activities.
- F. Involving law enforcement and/or social service agencies.

Short-term suspension: Any student may be excluded from Springfield Platteview Community Schools for a period of time not to exceed five school days provided that the suspension is assigned under the guidelines provided by Nebraska State Law and as set forth below.

1. Circumstances warranting short-term suspension:

- a. If the student has a dangerous communicable disease transmissible through normal school contacts.
- b. If the student is infected with or can be proven to be a carrier of external parasites (such as head lice) which may be transmissible through normal school contacts and which pose a threat to the safety and well-being of the school community.
- c. If the student is involved in behavior or activities which interfere with any educational function or which infringe upon the rights of other students to pursue an education. Some **objectionable activities or behavior** which could result in short-term suspensions are as follows:
 - 1. Refusal to comply with reasonable standards of behavior established by teachers or building administrator.
 - 2. Use of abusive or profane language.
 - 3. Fighting.
 - 4. Willful truancy or willful and repeated tardiness.
 - 5. Vandalism, theft or pilferage of property belonging to the school district staff members or students.
 - 6. Engaging in the unlawful possession, being under the influence of, selling, dispensing, or use of an illegal substance, tobacco or alcohol.
 - 7. Committing any other act or becoming involved in any other activity, which causes a disruption in the normal educational opportunity for other students.
- d. 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.
- e. Conduct constituting grounds for expulsion or long-term suspension as set out in Nebraska law.

2. Procedure for short-term suspension:

- a. When a student is accused of conduct which might result in suspension under this section, the building administrator is to conduct an investigation into the charges made and ascertain whether there is evidence of a violation of sufficient seriousness to warrant further action.

- b. When the building administrator believes that further action is needed, he/she shall inform the student of the charges against him/her and give the student an opportunity to present his/her version of the incident.
- c. Should the building administrator believe that a short-term suspension is justified, the building administrator shall make every reasonable attempt to notify the student's parent or guardian immediately.
- d. The suspension shall take effect at the time specified by the building administrator. Written notification of the suspension shall be sent by regular mail to the parent or guardian as soon, as is reasonably possible.
- e. Such suspension may be either "in-school," wherein a student does not attend classes but reports for study under supervised conditions as the building administrator may direct, or "out-of-school," wherein a student is not permitted to be present on school property. In either case, students may not participate in or attend any activities sponsored by Springfield Platteview Community Schools.
- f. Opportunity will be given students so suspended to make up work missed. This work must be completed by the time they return to their regular schedule.

Long-term suspension/expulsion:

Long-term suspension shall mean the exclusion of a student from attendance in all schools within Springfield Platteview Community Schools for a period of time exceeding five but less than twenty school days. **Expulsion** shall mean exclusion from attendance in all schools within the system.

1. Length of expulsions for regular and special circumstances:
 - **Regular Circumstances.** The expulsion of a student shall be for a period not to exceed the remainder of the semester in which it took effect, unless the misconduct occurred (1) First Semester, within ten (10) school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester or (2) Second Semester – within ten (10) 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 (subject to automatic review).
 - **Special circumstances involving firearms.** Expulsion period not less than one calendar year.
2. **The following student conduct shall constitute grounds for a long-term suspension or expulsion** subject to the procedural provisions of Nebraska State Law when such activity occurs on school grounds or during a school function or event off school grounds:
 - a. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
 - b. Willfully causing or attempting to cause substantial damage to private or school property, stealing or attempting to steal private or school property of substantial value, or repeated damage or theft involving private or school property of small value.
 - c. Threatening, intimidating, causing or attempting to cause physical injury to a school employee or to any student. Physical injury caused by accident, self-defense or an action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 - d. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
 - e. Students are forbidden, knowingly or voluntarily, to bring to school, possess, handle, transmit, or use any firearm, knife, or other dangerous weapon in school, on school grounds, or at a school function off school grounds. Dangerous weapons shall include: a) firearms [including starter pistols, B-B guns (rifles and pistols), shotguns, air rifles and pistols, CO₂ propelled rifles and pistols, copy-cat or look-a-like rifles or pistols whether or not they are capable of expelling a projectile, see also definition below]; b) bombs, razor blades, grenades, rockets, explosives, or similar devices; c) knives, dirks or stilettos of any type, or any other dangerous instrument capable of inflicting cutting, stabbing, or tearing wounds; d) knuckles consisting of finger rings, guards or similar devices made of a hard substance that is designed, made or adapted for the purpose of inflicting serious bodily injury by striking a person with a fist or open hand which is either enclosed by, worn on, or held by the hand or knuckles.

- f. Knowingly possessing, handling or transmitting any object or material that is ordinarily or generally considered a firearm. The term "firearm" as described in 18 U.S.C. 921 means (1) 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. [This would include rifles, pistols and shotguns.] (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm silencer, or (4) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means

- any explosive, incendiary, or poison gas such as a (1) bomb, (2) grenade, (3) rocket having a propellant charge of more than four ounces, (4) missile having an explosive or incendiary charge of more than one-quarter ounce, (5) mine, or (6) device similar to any of the devices described in the preceding clauses;
 - any type of weapon by whatever name known which will, or which may be readily converted to expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter (a shotgun or a shotgun shell which is generally recognized as particularly suitable for sporting purposes is not a destructive device within the meaning of this definition since a shotgun is a firearm as defined above); and
 - any combination of parts either designed or intended for use in converting any device into any destructive device described in paragraph A. or B. and from which a destructive device may be readily assembled.
- g. Engaging in the unlawful possession, being under the influence of, selling or use of an illegal substance or alcoholic beverage, or that which is represented to be an illegal substance or alcoholic beverage.
- h. Public indecency.
- i. Sexually assaulting or attempting to sexually assault any school employee or student (this may result in mandatory reassignment).
- j. Engaging in any other activity forbidden by the laws of the State of Nebraska when this activity constitutes a danger to other students or interferes with school purposes.
- k. Continuation of disruptive activities, which resulted in disciplinary action or short-term suspension(s), if such violation constitutes a substantial interference with school purposes.

3. Procedure for long-term suspension/expulsion:

The procedure shall be the same as that of short-term suspension except as follows:

- a. The principal may suspend a student immediately, regardless of the fact that a hearing was requested within five days of notice of expulsion or long-term suspension by the school, if the principal determines that such immediate suspension is necessary to prevent or substantially reduce the risk of: a) interference with an educational function or school purpose or b) personal injury to the student, other students, school employees, or school volunteers. Although the preferable practice is that the principal makes such determination in writing, nothing in this policy shall so require. If no hearing is requested, the immediate suspension will continue until the date the long-term suspension, expulsion, or mandatory reassignment takes effect. If a hearing is requested, the suspension will continue until the date the hearing examiner files the report of his or her findings with the Superintendent, if the principal has made a determination as above described.
- b. On the date of the decision a written charge and a summary of the evidence supporting such charge shall be filed with the Superintendent. The school shall, within two school days of the decision, send written notice by registered or certified mail to the student's parent or guardian and by regular mail to the student.
- c. Such written notice shall include the following:
1. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion, including a summary of the evidence to be presented against the student.
 2. The penalty, if any, which the building administrator has recommended in the charge, and any other penalty to which the student may be subject.
 3. A description of the hearing procedures provided along with procedures for appealing any decision rendered at the hearing.

4. A statement that the building administrator, legal counsel for the school, the student, the student's parent or guardian, and/or the student's representative (or legal counsel) shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
5. A form on which the student, student's parent, or guardian may request a hearing to be signed by such parties and delivered to the building administrator or Superintendent in person or by registered or certified mail as prescribed by state law.
- d. Nothing in this policy shall preclude the student or the student's parent/guardian or representative from discussing and settling this matter with appropriate school personnel prior to the hearing.
- e. If a hearing shall be requested within five school days of the receipt of the written notice by the student or the student's parent or guardian, the Superintendent shall appoint a hearing examiner and all of the provisions of the Nebraska statutes which relate to such a hearing shall be adhered to.
- f. If the student, parent or guardian institutes the appeal following the determination of the Superintendent, they may appeal to the Springfield Platteview Community Schools Board of Education. Such an appeal shall be made within seven school days following receipt of the written notice of the determination of the Superintendent.
- g. A hearing shall be held before the Board of Education within a period of ten school days after it is requested and such time for a hearing may be changed by mutual agreement of the student and Superintendent, except that the hearing may be held before the Board of Education of not less than three members.

Dress Code:

Platteview Central's Junior High staff believes that there is a connection between student dress and academic success. As such, any attire that detracts from the learning environment is not acceptable. Students should dress in a manner that takes into consideration the educational environment. The following guidelines are not intended to be entirely inclusive of all dress code situations. Therefore, school administrators will have the final decision when applying the guidelines to student appearance standards.

Shirts/Tops

- Must not include tank tops, spaghetti straps, halter tops, strapless tops, racer back tops. Tank tops are any sleeveless top with a strap of less than 2 inches. Apparel that is revealing, backless, too tight, or low cut will not be allowed.
- Boys are not allowed to wear tank tops.
- Must not include any reference to a gang.
- Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
- Must not expose any part of the midriff when sitting, bending or standing.

Pants/ Shorts

- Must not expose undergarments when sitting, bending or standing.
- Must be worn at the waist at all times and not sag.
- Must not include any reference to a gang.
- Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.
- Must cover the entire buttocks when sitting or bending and have at least a 2 inch inseam.
- Must not be see-through.
- Must not be severely ripped, have large holes, or be torn above acceptable length for shorts.

Shoes

- Must be worn at all times.
- Must be closed-toe shoes for any type of physical activity.

Accessories

- Must not present a safety hazard to self or others at the administrator's discretion.
- Must not include any reference to a gang including, but not limited to bandanas or other head covering material.
- Must not include any defamatory writing, obscene language or symbols, or symbols of drugs, sex or alcohol.

- Must not include hats or any other head apparel inside school building unless for pre-approved religious, medical or safety reasons.
- Must not include sunglasses worn inside any building.

Other Guidelines

- Must not include Pajamas or other loungewear.
- Must not include undergarments worn as outergarments.
- Must not contribute to an atmosphere of threat, intimidation or negative peer pressure.
- Must not display anything that is otherwise illegal to possess at school.
- Prohibited is dress which causes or has the potential to cause either a substantial disruption or material interference with the educational process or may be offensive to a group of students.
- Must not color hair to distract from the learning environment.

Inappropriate Clothing–

All Staff members have been given the responsibility to check for inappropriate clothing. Students wearing inappropriate clothing will be referred to the administration or counselor. The inappropriate clothing will be documented and an appropriate sanction will be administered. Sanctions could be as little as asking the student to turn a shirt inside out or cover an objectionable part of the clothing to suspension from school for repeat offenders.

Student Code of Conduct and Discipline:

Code of Conduct: The students, teachers, support staff, and administration at Platteview Central Junior High School strive for an atmosphere of cooperation, mutual respect, safety, and an equal opportunity to learn for all students. Discipline is essential to maintaining a quality learning environment, which will enable students to achieve at their highest levels of success. Students will be required to behave appropriately at school to meet these objectives at Platteview Central.

Student Discipline: The teaching and administrative staff will maintain close contact with the parents and students in disciplinary matters. All parents and students are asked to understand that all possible circumstances that may lead to a student being disciplined cannot all be listed in this handbook. The rules listed in this handbook represent the most frequently violated policies in most schools. The principal will be required to handle all other situations that occur in the school and use the legal remedies available to them to resolve situations and maintain a safe and productive school environment.

Behavior Expectations and other areas of student conduct:

- 1) Keep **hands, feet** and objects to yourself.
- 2) Use **appropriate language and keep volume level of voice** down on campus.
- 3) **Snacks and gum** are allowed on campus, however certain teachers may not allow these in the classroom. You must respect different rules in different classrooms. We ask that you respect the school property and not put gum under desks or litter on floors of school. Snacks and gum are a privilege and can be revoked if the school is not kept clean.
- 4) **No running** on campus allowed.
- 5) **No throwing objects**, such as snowballs or rocks.
- 6) **Water pistols and fake weapons** are NOT allowed on school grounds. These can be mistaken for real weapons and cause a substantial disruption to the school environment.
- 7) **Public Displays of Affection** are not allowed on campus. Hugging, kissing, and other forms of intimate behavior are prohibited.
- 8) **School Vandalism** is the willful destruction of school or personal property and is prohibited. Students and parents are required to pay for any damage done to school or personal property and students will face appropriate consequences.

- 9) **Gang language, signs, and clothes are strictly prohibited.** Students will face at minimum a detention and up to a long term suspension for gang related behavior.
- 10) **Bullying** is unacceptable. Students are severely affected by continual jokes being made at their expense. Students who choose to make fun of or continuously joke about other students will face consequences from a detention up to a long term suspension.
- 11) If a parent and student decides an **Electronic Device**, such as cell phones or ipods, is important to bring to school, please remember:
 - The district and school are NOT responsible for the loss or theft of any of these types of devices.
 - In order to use these items, teacher permission must be obtained in order for their use to be acceptable.

Bullying, Hazing, and/or Harassment of Students

Bullying and/or harassment of students are prohibited. Harassment and bullying mean physical or psychological abuse of another student by means of verbal or physical threats, intimidation, insults or other aggressive behavior and include abuse based upon race, ethnicity, gender, religion, sexual orientation or disability. Hazing means forcing a student to risk or suffer physical or mental harm or degradation to join, participate or remain in a school-affiliated organization. If a student believes that he or she has been harassed, bullied or hazed, the student and/or parent should report the behavior to the principal and/or counselor. Students who engage in harassment, bullying or hazing will be subject to disciplinary and possible criminal sanctions. Students and parents should be aware that bullying, hazing, and harassment **off school grounds** through various means including Facebook, text messaging, Twitter and other means of social networking could lead to school disciplinary actions if the bullying, hazing, and/or harassment affects another student's learning or disrupts the educational environment here at school. Bullying, hazing, and harassment will not be tolerated at Platteview Central Junior High. Required counseling and/or consequences will be applied when appropriate to ensure behavior stops.

Prohibited Student Conduct:

Fighting and Violence:

Fighting on school property, fighting directly adjacent to school property during school hours, fighting at bus stops or on the way to or from school, and/or setting up a fight to be held off school campus, and/or fighting at school sponsored activities will result in disciplinary action to include suspension or expulsion. Causing or attempting to cause physical injury to a school employee or to any student will result in suspension or expulsion. Regardless of how a fight starts, any student guilty of posturing to fight, throwing punches, and/or contributing to the fight may be suspended. The principal will investigate the fight and one student may have more consequences than the other student involved depending on the circumstances of the fight. Self-defense is allowed when a student chooses to walk away and is assaulted by another student.

Abusive Language:

The use of abusive, derogatory, profane, or obscene language or gestures is prohibited and offenders may be given detention(s) or suspended from class or school.

- **Abusive language means: any words spoken or written about any student or school employee which may be interpreted as slanderous or defamatory including, but not limited to: racial, ethnic, religious background, sexual orientation or physical appearance.**

Fire Alarm or Smoke Detector:

A student guilty of intentionally setting off a fire alarm or smoke detector will be suspended for nine (9) days. The school resource officer will also be notified and the student may be ticketed.

Mace/Tear Gas:

The topic of mace/tear gas canisters for self protection has become a current concern in schools. Due to the unpleasant and potentially harmful effect that this gas can have on people these canisters will be considered a weapon when discharged in school unless being used for legitimate self defense. Accidental discharge of a canister will be viewed as the use of a weapon carelessly. Mace or tear gas are prohibited from being brought to school.

Smoking and Chewing Tobacco:

The policy of Platteview Central School prohibits students from smoking or chewing tobacco in the school building, on the school bus, on school grounds, at the bus stop, on school sponsored educational trips, or at a school activity. This includes activities away from Platteview Central. Students are not permitted to leave campus for the purpose of smoking or chewing tobacco after arriving on campus.

Students shall not possess cigarettes, lighters, matches, cigarette packages, chewing tobacco or tobacco substitutes, e.g., shredded beef. These items will be confiscated and disciplinary action will result.

Drug dogs/Locker Searches:

Drugs and weapons are a safety concern for every school. Parents and students are here notified that, since the lockers at Platteview Central are the property of the school and loaned to the students for use during the school year, searches of lockers by school officials based on reasonable suspicion of rule violation may occur. In addition, drug sniffing dogs can/will be brought to the school to canvas the lockers and the parking lot on a regular basis. Lockers and cars will be searched based on alerts by the drug dogs.

Drug Dog Policy:

The District retains the right to utilize the services of area law enforcement authorities' canine units in the detection of illegal drugs and/or contraband at any time, announced or unannounced at the District's schools.

1. A building principal may request the canine unit be utilized to search all inside areas of a school building at any time.
2. A building principal may request that a canine unit be utilized to search vehicles on school property during or after school hours. If a dog alerts to a student's vehicle, the student will be required to unlock the vehicle doors and trunk for an internal inspection. Any refusal to unlock the vehicle will be handled by law enforcement.
3. Any illegal drugs and/or contraband found on school grounds, whether in a student locker, vehicle, or any other place on school grounds, will be confiscated and the student may be subject to disciplinary action specified in the student handbook.
4. The student's parent(s) or guardian(s) shall be notified should illegal drugs and/or contraband be discovered.

In-School Suspension:

An alternative to out-of-school suspension is in-school-suspension. The administration can choose to assign students to serve suspension days for most ordinary reasons in the In-School suspension facility. While serving ISS, students will be provided all assigned work from their classes to be completed while serving ISS. Students may also be assigned a writing activity to be completed for each day in ISS.

Any student who does not comply with the rules of ISS will be suspended out-of-school for a period of time (generally two days). At the conclusion of out-of-school suspension time, the student will be returned to ISS to complete the original suspension.

Students in ISS are not allowed to talk to other students. They are not allowed to eat, drink, or sleep while in ISS. There will be one restroom break per half day.

After-School Detentions

Teachers may assign students detentions after school for inappropriate behavior in the classroom. Each teacher has their own expectations and rules to be followed in their classroom. Students will be given a warning for inappropriate behavior or not following rules before assigning a detention. Detentions are after-school for 35 to 45 minutes each, dependent on the violation. Individual teachers are generally responsible for supervising students in detention. Parents will be called or emailed to choose a day for the detention to be served so proper transportation home can be arranged. Students will never be held after-school without proper notification to parents. Once detentions are arranged, students that skip detentions may have consequences double for each time skipped.

Sexual Harassment:

Sexual harassment of students by any student, officer, administrator, or employee of the district is strictly prohibited. Sexual harassment is a violation of both state and federal law.

In the student context, sexual harassment includes any unwelcome conduct of a sexual nature directed at or to a specific student or students, or conduct that has the purpose or effect of unreasonably interfering with a student's work or performance, or which creates an intimidating, hostile, or offensive environment.

Both verbal and nonverbal conduct occurring outside the context of the district's authorized curriculum may constitute prohibited sexual harassment. Specific types of conduct which are prohibited include, but are not limited to, jokes, statements, or comments, whether derogatory or complimentary in nature, which either explicitly or by implication, contain or can reasonably be interpreted to contain or refer to matters of a sexual nature; physical contact, touching, or physical interference; and visual conduct such as gestures, pictures, posters, cartoons, drawings or other written, printed or published materials of a like or similar nature, which either explicitly or by implication, contain or can be reasonably inferred to contain matters of a sexual nature.

The district cannot prevent violations of this policy, unless such behavior is observed by the staff, or the staff is told of violations. If you have any reason to believe that you or any other student has been sexually harassed, you should immediately report the violation to your classroom teacher or counselor. If you feel that your classroom teacher or counselor do not give you satisfactory results, or if you feel that your classroom teacher or counselor is part of the problem or you are for any other reason uncomfortable in discussing the matter with that individual, then please contact the building principal or any other teacher or administrator of your choice, including, but not limited to, the superintendent of schools.

Except to the extent disclosures are required by law or are necessary for investigation or disciplinary action, all complaints will be kept confidential. You can be assured that you will not suffer any negative consequence as a result of bringing your concerns to the attention of the staff. All complaints will be promptly and thoroughly investigated. If the investigation reveals that you or others have been the subject of sexual harassment, appropriate disciplinary action will be immediately taken against the individual or individuals involved.

Those offenses that on their own may not lead to long term suspension or expulsion, if repeated, may lead to long term suspension or expulsion.

This is the guide used by Platteview Central Junior High School to conduct disciplinary action. The code of conduct allows for interpretation by the administration due to circumstances and the severity of the incident.

Discipline Matrix Guide

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
A1 Assault on student without injury	ISS 1-3 days. Notify parents	OSS 1-3 days. Notify parents	OSS 5-10 days. Notify parents. Possible expulsion.
A2 Assault on student with injury	OSS 3-5 days. Notify parents and police. Possible recommendation for expulsion.	OSS 5-19 days. Notify parents and police. Recommendation for expulsion.	
A3 Assault on school personnel, with or without result of injury	OSS 10-19 days. Notify parents and police. Recommendation for expulsion.		
A4 Fighting	ISS/OSS 1-3 days. Notify parents.	ISS/OSS 3-5 days. Notify parents.	OSS 5-10 days. Notify parents. Possible expulsion.
A5 Threats, intimidating, or menacing another student, including hazing.	2 Detentions Administrative Documentation	ISS 3 Days. Notification of Parents	ISS 3-5 Days. Notification of Parents
A6 Threats, intimidating, or menacing school personnel.	ISS 3 Days Notify parents	OSS 3-5 Days Notification of Parents Possible Expulsion	

A7 Swearing at school personnel	ISS 3 Days Notification of Parents	OSS 3-5 Days Notification of Parents Possible Expulsion	OSS 5-10 days. Notify parents. Possible expulsion.
A8 Initiating threatening calls to school, i.e. bomb threats, etc.	OSS 5-19 Days Notify parents, police, and fire marshal.... Recommendation for Expulsion		

- The level of violence may affect the length of suspension.
- If both students are involved in physical contact, both are considered to have fought and using self-defense is not a defense.
- Individuals that verbally entice a fight, call out another student, or challenge the other students are also considered to be guilty of fighting if it results in a fight.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
B1 Weapon	OSS 10-19 days. Retain the object. Notify parents and police. Possible Recommendation for expulsion.	Retain the object. Notify parents and police. Recommendation for expulsion.	
B2 Firearm	Mandatory 1 calendar year expulsion.		
B3 Nuisance or dangerous items: stink bombs, squirt guns, snowballs, etc.	ISS 1-3 days. Notify parents.	ISS 3-5 days. Notify parents.	OSS 1-3 days. Notify parents.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
C1 Possession, under the influence of, and/or use of alcohol, controlled substance, intoxicant or placebo/lookalike/imitation	OSS up to 19 days. Notify parents. Notify police. Recommend drug/alcohol evaluation.	Recommendation for expulsion.	

C2 Selling or offering a controlled substance, prescription drug, alcohol, and intoxicant of any kind	Recommendation for expulsion.		
C3 Possession and/or sale of drug paraphernalia.	OSS 5 days. Notify parents and police. Possible recommendation for expulsion.	OSS 5-10 days. Notify parents and police. Possible recommendation for expulsion.	Recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
D1 Robbery Use of Force or Fear	OSS 5 days. Notify parents and police. Possible recommendation for expulsion.	OSS 5-19 days. Notify parents and police. Recommendation for expulsion.	
D2 Extortion	2 Detentions Notify parents.	ISS 1-3 days. Notify parents. Notify police.	OSS 3-5 days. Notify parents and police. Possible recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
E1 Fire setting, arson.	OSS 10 days. Notify parents, police, and fire marshal. Reimburse district for loss. Recommendation for expulsion.		
E2 Graffiti or causing damage to school property, private property	ISS 1-3 days. Notify parents and police. Reimburse for loss	ISS 3-5 days. Notify parents and police. Reimburse for loss	OSS 3-5 days. Notify parents and police. Reimburse for loss. Recommendation for expulsion.

E3 Signaling false fire alarm, tampering with equipment or extinguishers.	OSS 3-5 days. Notify parents, police, and fire marshal. Reimburse district for loss.	OSS 5-19 days. Notify parents, police, and fire marshal. Reimburse district for loss. Possible recommendation for expulsion.	Recommendation for expulsion.
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Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
F1 Theft or attempted theft of school or private property.	ISS 1-3 days. Notify parents and police. Reimburse for loss.	ISS 3-5 days. Notify parents and police. Reimburse for loss..	OSS 1-5 days. Notify parents and police. Reimburse for loss. Possible recommendation for expulsion.
F2 Wrongful possession of school or private material	ISS 1-3 days. Notify parents. Notify police.	ISS 3-5 days. Notify parents. Notify police.	OSS 3-5 days. Notify parents. Notify police. Possible recommendation for expulsion.
F3 Knowingly receiving stolen school property.	OSS 3 days. Notify parents. Notification of police. Reimburse for loss.	OSS 3-5 days. Notify parents and police. Reimburse for loss.	OSS 5 days. Notify parents and police. Reimburse for loss. Possible recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
G1 Smoking or use of tobacco products.	ISS 1-3 days. Notify parents.	OSS 1-3 days. Notify parents.	OSS 5 days. Notify parents.
G2 Possession of matches, lighter, or cigarettes.	ISS 1-3 days. Confiscation of matches, lighter, or cigarettes. Notify parents.	ISS 3-5 days. Confiscation of matches, lighter, or cigarettes. Notify parents.	OSS 1-3 days. Confiscation of matches, lighter, or cigarettes. Notify parents.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
H1 Written or oral harassment: including profane or abusive language/gestures towards staff or students, bullying, jokes, slurs, graphic or verbal comments about an individual's body of a sexual nature or racial background.	Conference with administrator.	ISS up to 3 days. Notify parents.	ISS up to 5 days. Notify parents.
H2 Visual harassment: offensive posters, pornography, photos, cards, cartoons, graffiti, drawings, objects or gestures, PDA, and locker décor.	ISS up to 3 days	ISS 3 days. Notify parents.	ISS 3-5 days. Notify parents.
H3 Physical harassment: Intentional or obvious unwelcome or offensive physical contact.	ISS up to 3 days. Notify parents and police.	ISS up to 5 days. Notify parents and police.	OSS 3-5 days. Notify parents and police. Recommendation for expulsion.

****Please refer to the Platteview Central JH policy included in Student Rights and Responsibilities. The victim may take action beyond the scope of building discipline in regards to harassment.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
I1 Defiance of authority. Failure to obey a direct instruction including lying and refusing to provide or falsifying information.	Up to 2 detentions. Notify parents.	ISS 1-3 days. . Notify parents.	ISS 3-5 days. Notify parents.
I2 Disruption of school activities, i.e. excessive talking, horseplay, play fighting, misuse of passes, etc.	Conference with administrator.	2 detentions. Notify parents.	ISS 1-3 days. Notify parents.
I3 Disruption while in ISS	OSS for 2 days. Return to complete ISS days assigned.	OSS 3 days. Return to complete ISS days assigned.	OSS 5 days. Recommendation for expulsion.
I4 Use of electronic devices i.e. beepers, radios, tape players, cellular phones, laser pointers, etc.	Confiscate device. Conference with administrator. Device may be reclaimed at the end of the school day.	Detention. Confiscate device. Conference with administrator.	2 Detentions. Confiscate device. Parent picks up the device.
I5 NO SHOW to after school detention assigned by an administrator.	Assignment to 2 detentions.	ISS 1 day	ISS 1-3 days
I6 Any lunchroom misconduct	Detention.	2-5 Detentions. Notify parents.	ISS 1-3 days. Notify parents.
I7 Fraudulent use of school or public phone	ISS 1-3 days. Notify parents. Notify police.	ISS 3-5 days. Notify parents. Notify police.	OSS 5 days. Notify parents. Notify police.
I8 Buying or selling food, drinks, or any unauthorized use of a student id number.	Detention. Notify parents.	ISS 1-3 days. Notify parents.	ISS 3-5 days. Notify parents.

I9 Falsifying or altering signatures, misrepresenting or calling self in.	ISS 1-3 days. Notify parents.	ISS 3-5 days. Notify parents.	OSS 1-3 days. Notify parents.
I10 Gambling in any form: pitching coins, dice, wagering with cards, etc.	1-3 Detentions. Conference with Administrator.	3-5 Detentions. Notify parents.	ISS 1-3 days. Notify parents.
I11 Wrongful use of skateboard, roller blades, bicycles, etc. on school property	Confiscate. Notify parents. Parents must pick up.	1 detention. Confiscate. Notify parents. Parents must pick up.	2 detentions. Confiscate. Notify parents. Parents must pick up.
I12 Truancy (1 period)	2 Detentions.	3-5 Detentions.	ISS 1 day. Notify parents.
I13 Truancy (More than 3 periods)	ISS 1-3 days.	ISS 3-5 days.	
I14 Unauthorized entry into any unattended school area	Detention.	2-5 Detentions.	ISS 1-3 days.
I15 Loitering	Conference with administrator. May issue detention.	2 Detentions	3-5 Detentions
I16 Leaving school without following procedure	Detention Notify parents.	2-5 Detentions. Notify parents.	ISS 1-3 days. Notify parents.
I17 Willful violation of other school rules and regulations (i.e. bringing open beverages into the building, dress code violation, etc)	Warning issued to student. Staff may confiscate and retain items for parent. Clothing changed or corrected.	2 Detentions Clothing changed or corrected.	3-5 Detentions Clothing changed or corrected
I18 Violating the closed campus policy	Detention.	1-3 Detentions.	ISS 3 Days. Notify parents.
I19 No show for Teacher detention	2 Detentions.	4 Detentions.	ISS 1-3 Days. Notify parents.

I20 Misconduct for a Guest Teacher	2 Detentions.	ISS 1-3 days. Notify parent.	ISS 3-5 days. Notify parents.
I21 Continual violation of school rules	ISS 3-5 Days. Notify parents.	OSS 1-3 Days. Notify parents.	OSS 3-5 Days. Notify parents.
I22 Violation of Tardy Policy	1 Detention with teacher.	2 Detentions. Notify parents.	ISS 1 day. Notify parents.
I23 Cell Phone/Device Violation	Documentation of Violation. Phone/Device will be returned at the end of the school day.	Parents will be notified. Phone/Device will be returned to Parent Only	Parents notified. Phone/Device will be returned to Parent Only. Detention(s) assigned.
I24 Misuse of School issued technology (iPad or other)	Conference with administrator.....up to 3 Days ISS dependent upon violation. Possible loss of device.	3-5 Days ISS, dependent upon violation. Loss of device for a set period of time, dependent upon the violation.	1-5 Days OSS, dependent upon violation. Loss of device for remainder of the semester/school year.

Attendance

Nebraska State Law states that a “parent will cause his/her student(s) to be in school for all school days each year.” Since success in school is generally predicated on the amount of time a student spends in the classroom and on task, it is important that parents get their student(s) to school each day.

Parents are asked to call between 7:45 AM and 9:00 AM any morning that your student(s) will be absent. In the event the school is not contacted, parents will be called at home or work after this time. An unexcused absence will be recorded for any absence where parent contact is not able to be made or if there is an invalid reason.

Excused vs. Unexcused Absence:

By Nebraska state law, the principal is the only person who may excuse a child from school. The following standard will be used as a guide by the principal when deciding whether an absence is excused or unexcused. All valid reasons for not attending school on any given day cannot be itemized in this regulation.

The following is an enumeration of some of the reasons students may be excused from school by the principal:

- a. Illness of the student
- b. Illness in the family causing the student to be needed at home
- c. A death or funeral in the family
- d. A prearranged absence that is requested by the parent, i.e., family trip
- e. A school activity
- f. A doctor's appointment
- g. 4-H or other community or church related organizational activity
- h. Absences authorized by administration

Although students may be excused from school, individual students cannot ignore the consequences of missing class. The grades earned by a student may be affected by extended or excessive absences.

Attendance letters will be sent home to parents when:

- a student has **five or more days of unexcused absences, seven or more excused absences in the first semester or 15 total absences at any time during the school year.**
- If unexcused absences continue to occur, the School Resource Officer will be notified.
- If a student has 10 or more absences of any kind in a semester, a doctor's note may be required to excuse absences.

County Attorney Referral

- If 20 or more absences occur during the school year and ALL of the absences are due to documented illnesses that make attendance impossible or impractical, the principal MAY report this information to the county attorney. If a student reaches 20 absences in a school year, and ANY of the absences are unexcused, the principal MUST file an attendance referral with the county attorney.

Attendance at School Activities

To participate in any after school or evening activity that is sponsored by the school, the student must be in attendance during the school day or not less than half the school day which includes the afternoon session of school (last four periods). This rule applies to school dances, band and choir performances, sporting events and club activities.

Tardies

Being prompt is a valuable lifetime habit and should be encouraged by staff and parents. Tardiness affects everyone. A student who arrives late to school should report to the office to sign in. When students continue to be tardy to a class or school the following consequences will serve as a reminder to the importance of being on time and to help build proper habits. Tardies are kept per quarter, per period:

- 1) **1-2 Tardies**– student signs tardy sheet.
- 2) **3-4 Tardies**– 35 minute detention assigned on each.
- 3) **5-6 Tardies**– 45 minute detention assigned on each.
- 4) **7 plus Tardies**– Parent meeting required and student put on behavior plan, signed by student/parent/ teachers/ and principal. Possible suspension time may be required.

Locker Rules and Regulations:

Locker combinations will be given to students at the beginning of the school year. Lockers should be kept neat and in good taste at all times. There will be periodic "clean-ups" during the school year. **The school administration reserves the right to inspect lockers for any reasonable cause at any time during the school year. Students should use only the locker assigned to them.** Taking property not belonging to you is considered theft and will be subject to appropriate school discipline which can include suspension and expulsion. Students are not to tamper with other lockers **nor give their combinations to another student(s).**

P. E. Lockers: Lockers are provided for Platteview Central student use during P.E. classes. **Students are required to place a lock on their P. E. locker to protect valuables.** This lock is to be used at all times to help protect your valuables.

Platteview Central students will be issued a school padlock at the beginning of the school year. The padlock is to be used at the direction of the Physical Education Teacher(s). The padlock is to be returned in satisfactory condition at the end of the school year. Students losing or having the padlock damaged will be expected to pay the \$5.00 replacement cost. Students are not to tamper with other lockers nor give their padlock combinations to another student(s).

If students elect to use a padlock brought from home an extra key or a copy of the combination must be given to the P.E. teacher before the padlock is used. In the event school officials need access to the padlocked locker and a student has not provided the necessary information or key, the padlock will be cut off in

order that locker access is obtained. Periodic checks of student lockers are made.

Any missing property should immediately be reported to the P.E. teacher. After reporting the missing property to the P.E. teacher, contact the school secretary and fill out a **Theft Report** when appropriate. Timeliness in this process is very important!

Child Abuse

To comply with current Nebraska Statute, Article 15, Abuse of Minor Children, Incompetent or Disabled Persons, Sections 28-1501 to 28-1508, any teacher or other school employee who suspects that a child's physical or mental health or welfare may be adversely affected by abuse or neglect shall report or cause a report to be made on any suspected case.

Abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (a) placed in a situation that may endanger his life or physical or mental health, (b) tortured, cruelly confined, or cruelly punished, (c) deprived of necessary food, clothing, shelter, or care, (d) left unattended in a motor vehicle, if such a child is six years of age or younger, or (e) sexually abused.

State School Law provides immunity from liability to those reporting or investigating child abuse.

Dances

Dances will be held periodically throughout the school year. The dances are open to students in grades 7 and 8 only and anyone attending must be a student of Platteview Central. **NO EXCEPTIONS WILL BE MADE.** This includes friends, relatives, and former students. The following are guidelines for school dances:

- 1) All regular school rules are in effect before, during, and after school dances. Students not following rules or displaying inappropriate behavior will be asked to leave the dance and parents will be called to come pick up the student.
- 2) All students are to enter the dance through the designated door. Students will not be allowed to leave the dance once being admitted unless a parent is picking them up early.
- 3) Students who are under the influence of drugs or alcohol will be referred to the police, parents will be called, and school disciplinary procedures will follow.

Dropoff and Pickup of Students

The main drive in front of the building has a lane for drop-off and pick-up of students. **Buses will have priority- parents in vehicles need to stay clear until the buses have loaded and unloaded in the morning and afternoons.** Buses leave the area at 3:30 PM, so any parent picking up their student should plan on being there after 3:30 PM.

Safety Drills

Platteview Central will conduct a variety of safety drills throughout the year. All safety drills, including fire and severe weather, are important safety precautions. It is essential that when the first signal is given, everyone obeys instructions promptly and reports to the various areas assigned for safety. All classrooms have maps on where to go for safety and teachers will lead students to those areas of safety during a severe weather situation.

School Closings

Any time school may be closed due to bad weather, please listen to local television stations and check the district website. Television will be notified as early as possible. PLEASE DO NOT CALL THE SCHOOL FOR INFORMATION ON SCHOOL CLOSINGS. If school is open during inclement weather, parents should decide whether or not their children should attend school. We will work with you on an excused absence.

Athletics

Various athletic programs are available for both male and female students. Activities throughout the school year include:

- 7th-8th grade boys' / girls' cross country
- 7th-8th grade girls' volleyball
- 7th-8th grade boys' football
- 7th-8th grade boys' basketball
- 7th-8th grade girls' basketball
- 7th-8th grade boys' wrestling
- 7th-8th grade girls' track
- 7th-8th grade boys' track

A current school physical must be on file prior to participation in athletic practices or games.

Items regarding athletic department policies and problems will be handled within the confines of the athletic department first. All coaches are directly responsible to the Activities Director, who in turn is responsible to the Principal and Superintendent. Any concerns of the athletic department should first be brought to the coach, and if not resolved, to the Activities Director. If it is of such magnitude that requires outside suggestions or opinions, the Principal or Superintendent will be involved.

Fees Schedule

Program	Amount of Fee (\$) OR Specific Material Needed
PE / Physical Education	Soft Soled/Tennis Shoes and socks, running shorts, T-Shirt
Music - Optional (Band)	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments are available for use by any student. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instrument(s).
Classroom Supplies	Necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
School Meals	Lunch - \$2.65; Milk - \$0.60; Prices are maximums based on one meal per day and will vary depending on the number of meals or items purchased by the student and may be adjusted during the year.
Lost or Damaged Books (textbooks)	Costs are variable based on age of textbook. Binding replacement begins at \$9.50. Replacement costs are prorated and max out at \$70 per book.
Yearbook	Yearbooks are published and made available annually at a cost estimated to be around \$20.
Locker and Lock Use	\$5.00 fee if lock not returned at the end of the year or damaged beyond use.
iPad Usage and Insurance	\$35 per year insurance fee required; \$100 maximum insurance fee per family.
iPad Damage or Lost/Stolen iPad	\$125 for damaged or broken iPad \$299 for lost or stolen iPad
iPad Puck and Cord	\$20 to replace damaged/lost/stolen cord \$10 to replace puck \$30 for both
Athletic Physicals	Costs varies; payable directly to student's physician or clinic.
School Pictures	Students purchase pictures as desired and pay directly to photo company. Pictures are optional for purchase but necessary for yearbook(s).
Field Trips	Costs of school sponsored field trips will remain minimal. Costs will not exceed \$20 on any single occasion. Students are responsible for meals as directed by the school officials in charge of the trip.

Community Relations

Sportsmanship, Ethics, and Integrity

The Board of Education of Springfield Platteview Community Schools recognizes the value of extracurricular activities in the educational process and the values that students may develop when they have an opportunity to participate in organized activities outside of the traditional classroom.

Student participants and district appointed sponsors involved with school board and/or school approved extracurricular activities are expected to demonstrate the same level of responsibility and behavior at practice, competitions, and extracurricular events as is expected in the classroom. School district representatives and students are responsible for maintaining sportsmanlike behavior, exhibiting ethical conduct and demonstrating integrity. The Board of Education of Springfield Platteview Community Schools further encourages the development and promotion of sportsmanship, ethics, and integrity in all phases of the educational process as well as segments of the community. This includes administrators, participants, adult supervisors, parents, fans, spirit groups, and support/booster groups.

Spectators are permitted to attend extracurricular activities only as guests of the school district. Accordingly, as a condition of this permission, they must comply with the school district's rules and policies. Spectators will not be allowed to interfere with the enjoyment of the students participating, other spectators or with the performance of employees and officials supervising the extracurricular activity. Spectators, like the student participants, are expected to display mature behavior and sportsmanship. The failure of spectators to do so is not only disruptive, but also embarrassing to the students, the school district, and the entire community.

Any spectator, including adults, who behave in a manner that is not consistent with school district expectations and this policy, may be removed from the event by security personnel, school officials, or by the individual in charge of the event. In addition, the individual may be denied admittance to future school events or activities for a specified period of time. School officials shall send a notice of exclusion from future extracurricular activities to the spectator involved. Such notice is to be provided from the activities director and/or the respective building principal. Due process shall be provided in accordance with school district policies and shall include the opportunity for a hearing with school officials. In the event the spectator removed or denied future admittance is a student from a visiting school, an effort will be made to work with the administration of the visiting school with respect to future exclusion.

The district shall also have full authority to invoke penalties or pursue legal action as consistent with district rules, regulations, school board policies, and Nebraska and Federal laws.

To protect the rights of students to participate without fear of interference and to permit the sponsors and officials of extracurricular activities to perform their

duties without interference, the following provisions are in effect, but not limited to:

- 1. Abusive verbal or physical conduct of spectators directed at participants, officials or sponsors of extracurricular activities or conduct that interferes with the administration of the extracurricular activity will not be tolerated.**
- 2. The use of vulgar or obscene language directed at students, officials or sponsors participating in an extracurricular activity or at other spectators will not be tolerated.**

The Board of Education of Springfield Platteview Community Schools hereby adopts the following Spectator Code of Sportsmanship Behavior, Ethics, and Integrity.

It is the responsibility of the spectator to:

- 1. Keep cheers positive. There should be no profanity or degrading language / gestures.**
- 2. Avoid actions that offend visiting teams or individual players**
- 3. Show appreciation of good play by both teams**
- 4. Learn the rules of the game in order to be a better informed spectator.**
- 5. Treat all visiting teams in a manner in which you would be expected to be treated.**
- 6. Accept the judgment of coaches and officials.**
- 7. Encourage other spectators to participate in the spirit of good sportsmanship**
- 8. Obey the instructions of school employees and officials supervising the extracurricular activity.**

Date of Adoption: May 10, 2004

Board of Education Policy 1114

FERPA Notification of Rights for Springfield Platteview Community Schools

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

1. The right to inspect and review the student's education records within 45 days after the day Springfield Platteview Community Schools receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask Springfield Platteview Community Schools to amend a record should write the school principal [or appropriate school official], clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

[Optional] Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by Springfield Platteview Community Schools to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

[NOTE: In addition, a school may want to include its directory information public notice, as required by § 99.37 of the regulations, with its annual notification of rights under FERPA.]

[Optional] See the list below of the disclosures that elementary and secondary schools may make without consent.

FERPA permits the disclosure of PII from students' education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in § 99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, § 99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in § 99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§ 99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of § 99.34. (§ 99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency (SEA) in the parent or eligible student's State. Disclosures under this provision may be made, subject to the requirements of § 99.35,

in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§ 99.31(a)(3) and 99.35)

- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§ 99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to § 99.38. (§ 99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to: (a) develop, validate, or administer predictive tests; (b) administer student aid programs; or (c) improve instruction. (§ 99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§ 99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§ 99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§ 99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to § 99.36. (§ 99.31(a)(10))
- Information the school has designated as "directory information" under § 99.37. (§ 99.31(a)(11))

**Family Educational Rights and Privacy Act (FERPA)
Notice for Directory Information for Springfield Platteview Community Schools**

[Note: Per § 99.37(d), your school may adopt a limited directory information policy. If you do so, the directory information notice to parents and eligible students must specify the parties and/or purposes that may receive directory information.]

The *Family Educational Rights and Privacy Act* (FERPA), a Federal law, requires that Springfield Platteview Community Schools, with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child’s education records. However, Springfield Platteview Community Schools may disclose appropriately designated “directory information” without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow Springfield Platteview Community Schools to include this type of information from your child’s education records in certain school publications. Examples include:

- A playbill, showing your student’s role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent’s prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the *Elementary and Secondary Education Act of 1965* (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless parents have advised the LEA that they do not want their student’s information disclosed without their prior written consent. **[Note: These laws are Section 9528 of the ESEA (20 U.S.C. § 7908) and 10 U.S.C. § 503(c).]**

If you do not want Springfield Platteview Community Schools to disclose directory information from your child’s education records without your prior written consent, you must notify the District in writing by August 15, 2013. Springfield Platteview Community Schools has designated the following information as directory information: **[Note: an LEA may, but does not have to, include all the information listed below.]**

- | | |
|--------------------------|---|
| -Student’s name | -Participation in officially |
| -Address | recognized activities and sports |
| -Telephone listing | -Weight and height of members of |
| -Electronic mail address | athletic teams |
| -Photograph | -Degrees, honors, and awards |
| -Date and place of birth | received |
| -Major field of study | -The most recent educational agency or |
| -Dates of attendance | institution attended |

-Grade level

-Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

**Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)
Springfield Platteview Community Schools**

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

- *Consent* before students are required to submit to a survey that concerns one or more of the following protected areas (“protected information survey”) if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–
 1. Political affiliations or beliefs of the student or student’s parent;
 2. Mental or psychological problems of the student or student’s family;
 3. Sex behavior or attitudes;
 4. Illegal, anti-social, self-incriminating, or demeaning behavior;
 5. Critical appraisals of others with whom respondents have close family relationships;
 6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
 7. Religious practices, affiliations, or beliefs of the student or parents; or
 8. Income, other than as required by law to determine program eligibility.
- *Receive notice and an opportunity to opt a student out of*–
 1. Any other protected information survey, regardless of funding;
 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
 3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.
- *Inspect*, upon request and before administration or use –
 1. Protected information surveys of students;
 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
 3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law.

Springfield Platteview Community Schools will/has develop[ed] and adopt[ed]] policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Springfield Platteview Community Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Springfield Platteview Community Schools will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. Springfield Platteview Community Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

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

Changes in the Platteview Handbook “The Highlights”

The handbook will be loaded on the ipad upon arrival instead of providing handbooks!

Where	What
pages 3-9	I have added new staff and changes in addition we added pictures of staff. We will add the two or three that are missing before it is distributed.
page 10	This changes the academic awards as we discussed earlier this year when you adopted the curriculum guide.
page 11 & 12	Finally down to one set of graduation requirements, so there is the one set listed in specific courses and requirements.
page 22-24	this is the changes in our non-discrimination notice given to us by OCR and the changes in FERPA notifications.
page 27	added the 11:25 early dismissal schedule
page 27	added the ipad management policy and consequences that were implemented throughout the school at the beginning of the second semester.

Parent & Student Handbook 2013-2014



Welcome to Platteview

This parent-student handbook is designed to provide the reader with valuable information about the everyday operation of Platteview High School. Included you will find academic information helpful to each student along with graduation requirements, activity information, and behavior expectations for all of our students.

If you have any questions about the information contained in this handbook please contact the main office of Platteview High School at 402-339-3606.



SECTION 1

Letter to Parents

Students and Parents:

The Platteview High School staff welcomes you to the 2013-2014 school year. We hope this will be a most productive and rewarding year for you. This handbook has been prepared to communicate the school policies and procedures, activities, guidance, and other helpful information to you and your parents. You are responsible for the information in the handbook. If you have any questions, feel free to contact the high school office, at 402-339-3606.

The staff of Platteview High School will provide each student an outstanding educational program combined with a rewarding and successful activities program for all of our students. As mentioned in the handbook, we hope you take advantage of these opportunities.

Education is the keystone to our existence. Platteview High School shall provide the best and most rewarding education possible. A sure path to high school success is to attend school each and every day school is in session. Attendance has shown to be a strong indicator of student success and habitual absences tend to be a disruption to the educational process of the student and the students around them.

We are looking forward a great school year! We hope each student and parent enjoys the educational opportunities at Platteview High School.

Sincerely,

Angela Simpson, Principal

SECTION 2

School Calendar



PLATTEVIEW HIGH SCHOOL
2013-2014 SCHOOL YEAR CALENDAR



<p>12 Football, Softball & Girls' Golf begins 9 New Teachers report 12-14 All Teachers report 15 First Day of School 19 Cross Country & Volleyball begin</p>	<p>AUGUST 2013</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td></td><td></td><td></td><td></td><td>1</td><td>2</td><td>3</td></tr> <tr><td>4</td><td>5</td><td>6</td><td>7</td><td>8</td><td>9</td><td>10</td></tr> <tr><td>11</td><td>12</td><td>13</td><td>14</td><td>15</td><td>16</td><td>17</td></tr> <tr><td>18</td><td>19</td><td>20</td><td>21</td><td>22</td><td>23</td><td>24</td></tr> <tr><td>25</td><td>26</td><td>27</td><td>28</td><td>29</td><td>30</td><td>31</td></tr> </tbody> </table>	S	M	T	W	Th	F	S					1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	<p>SEPTEMBER 2013</p> <table border="1"> <thead> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> </thead> <tbody> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td></td><td></td><td></td><td></td><td></td></tr> </tbody> </table>	S	M	T	W	Th	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30						<p>2 Labor Day 13 Quarter 1 Progress Check 15 Homecoming Dance 16 School Pictures 21 ACT Test 23 Teacher In-Service Training 23-27 Homecoming Week 28 Homecoming Dance</p>							
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Blue	No School for Students & Teachers
Light Blue	No School for Students
Yellow	Late Start - 9:10am
Green	First & Last Day of Semester
Purple	Early Dismissal, End of Qtr

School Day
8:10-3:25pm

SECTION 3

Professional Staff

Board of Education

Mrs. Brenda Sherman, President

Mr. Kyle Fisher, Vice President

Mrs. Jenny Kreifels, Secretary

Mrs. Lori Bartels

Mr. Bob Icenogle

Mr. Brian Wichman

Administration

	Mr. Brett Richards Superintendent
	Mrs. Holli Kirwan Director of Learning
	Mrs. Anita Belsky Director of Special Services
	Miss Angela Simpson Principal
	Mr. Steve Joekel Assistant Principal & Activities Director

Art

	Mrs. Jamie Hansen jhansen@springfieldplatteview.org
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Business

	Mr. Jim Jennings jjennings@springfieldplatteview.org
	Mrs. Patti Layher playher@springfieldplatteview.org
	Mrs. Teresa Starks tstarks@springfieldplatteview.org


Counseling

	Ms. Peggy Davidson pdavidson@springfieldplatteview.org
	Mr. John Stanton jstanton@springfieldplatteview.org

Family & Consumer Science

	Miss Nicki Pedeliski npedeliski@springfieldplatteview.org
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Industrial Technology

	Mr. Tom Bauer tbauer@springfieldplatteview.org
	Mr. Dustin Foutch dfoutch@springfieldplatteview.org

Language Arts

	Miss Kelly Falch kfalch@springfieldplatteview.org
	Mrs. Michelle Janda mjanda@springfieldplatteview.org
	Mrs. Keegan Korf kkorf@springfieldplatteview.org




Mathematics

	Mr. Alex Dostal adostal@springfieldplatteview.org
	Mr. Andrew Hopp ahopp@springfieldplatteview.org
	Mrs. Julie Lodes jlodes@springfieldplatteview.org




Media Specialist

	Mrs. Amy Thayer athayer@springfieldplatteview.org
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Music

	Mrs. Marla Janak mjanak@springfieldplatteview.org
	Mr. Matt King mking@springfieldplatteview.org
	Mr. Jerry Layher jlayher@springfieldplatteview.org






Physical Education

	Mrs. Christina Elder celder@springfieldplatteview.org
	Mr. Scott Jenson sjenson@springfieldplatteview.org
	Mr. Adam Kuhl akuhl@springfieldplatteview.org

Science

	Mr. Ted Brandt tbrandt@springfieldplatteview.org
	Mr. Bryan Dutcher bdutcher@springfieldplatteview.org
	Mrs. Christine Gustafson cgustafson@springfieldplatteview.org

Social Science

	Mr. Jon Comine jcomine@springfieldplatteview.org
	Mr. Frank Laughlin flaughlin@springfieldplatteview.org
	Mr. Steve Lundeen slundeen@springfieldplatteview.org
	Mr. Brad Schlieman bschlieman@springfieldplatteview.org
	Miss Rachel Soe rsoe@springfieldplatteview.org

World Language

	Mrs. Amanda Dickey adickey@springfieldplatteview.org
	Miss Laura Hilkemann lhilkemann@springfieldplatteview.org

Classified Staff

Nurse

Heather Feldhacker R.N.

Office Staff

Jacki Case

Sheryl Krapp

Luann Kulm

Teri Mirras

Para-Professionals

Amber Briggs

John Bucksbee

Janet Edem-DuPuy

Kellie Jones

Larry Meyer

Camille Miller

Mary Murphy

Meghan Rentschler

Maintenance Staff

Mary McKnight

Rich Peterson

Earl Whitney

Tony Robertson

Joe Pacheco

Patty Porter

SECTION 4

Activity Sponsors

Boys' Baseball

Bryan Dutcher, Head Coach

Jim Lynam

Boys' Basketball

Tim Brotzki, Head Coach

Andrew Hopp

Brad Schlieman

Girls' Basketball

Justin Dannelly, Head Coach

Steve Lundeen

Cross Country

Robyn Marshall, Head Coach

Rachel Soe

Football

Adam Kuhl, Head Coach

Justin Dannelly

Bryan Dutcher

Greg Gentile

Rod Jones

Kevin Wilson

Boys' Golf

Frank Laughlin

Girls' Golf

Frank Laughlin

Boys' Soccer

Caleb Brown, Head Coach

Girls' Soccer

Amber Richardson, Head Coach

Girls' Softball

Nathan Roche, Head Coach

Adam Theel

Girls' & Boys' Track

Greg Gentile, Head Boys' Track

Christina Elder, Head Girls' Track

Kasey Buskirk

Hannon Hisek

Robyn Marshall

Kevin Wilson

Volleyball

Michelle Levinson, Head Coach

Christine Gustafson

Stephanie Gade

Wrestling

Dustin Foutch, Head Coach

Rod Jones

Band

Jerry Layher

Cheerleading

Keegan Korf & Laura Hilkemann

Color Guard

Patti Layher

Dance Team

Crystal Arch

Drama Club/One Act

Jodie Morgenson

FBLA

Teresa Starks & Patti Layher

FCCLA

Nicki Peiliski

Freshman Class

Keegan Korf

Future Problem Solvers

Jeremy Mahoney

Junior Class

Amanda Dickey & Scott Jenson

Boys' Letter Club

Scott Jenson & Steve Lundeen

Girls' Letter Club

Teresa Starks & Luann Kulm

Mock Trial

Nancy Diekmann

National Honor Society

Jon Comine

Quiz Bowl

Bob Icenogle & Nancy Diekmann

Senior Class

John Stanton

Skills USA

tba

Sophomore Class

Laura Hilkemann & Amy Thayer

Spanish Club

Amanda Dickey

Speech

Michelle Janda

Student Council

Jon Comine

Vocal Music

Matt King

Spanish Club

Amanda Dickey

Academics



SECTION 1

Academic Guidance & Counseling

Academic Awards

Class Rank

Class rank is determined at the end of each semester and may be obtained from the counselor.

Principals List

A student who achieves a grade point average of 4.00 in a semester and is enrolled in 4 core academic classes.

Honor Roll

This is an academic achievement award for students who have achieved a grade point average of 3.75 or above and is enrolled in 4 core academic classes. This recognition is given only at the end of the semester grading periods.

Merit Roll

This is an academic achievement for students who have achieved a grade point average of 3.50 or above. This recognition is given only at the end of the semester grading periods.

Academic Counseling and Scheduling

Counseling is available for academic planning. The counselor will oversee scheduling to see that each student can meet graduation requirements while preparing for a post-high school career. Parents are encouraged to be an integral part of this planning.

Academic Course Load

Students are required to carry a minimum of six solid subjects during each year of high school.

Career Counseling

Career counseling is provided all students through testing, group guidance, subject exposure in the classroom, and through individual counseling. This service is designed to facilitate each student in making college, vocational, and occupational choices. Assistance is available to students and parents in select-

ing a college, or vocational school, taking appropriate entrance exams, applying for scholarships, and obtaining financial aid. Career choices can be aided by using the Guidance Information System via computer, utilizing catalogues, and materials available through the counselor's office.

Class Officers

Class officers will be chosen in the fall of the academic year. Class officers are required to uphold high academic standards and leadership standards. The senior class president will serve as the keynote speaker and the senior class vice president will facilitate the turning of the tassels in the commencement exercises.

Commencement Exercises

Each year Platteview High School will sponsor a commencement ceremony. This ceremony is a privilege and not required to complete a diploma. Students will be notified each year of upcoming commencement dates and requirements for participation.

Course Requirements by Grade Level

9th Grade

English
World Geography/Civics Mathematics
Earth Science
Physical Education 9 /Information Tech 1

10th Grade

World History
English
Biology
Mathematics
Health 10

11th Grade

English
American History
Science
Mathematics

12th Grade

English
American Government/Social Studies

Cumulative Records

Cumulative records are maintained for each student that attends Platteview High School. These files are accessible to students, parents, teachers, administration, and counselors.

Early Graduation (Board of Education Policy):

Any senior that wishes to graduate at midterm must adhere to the following guidelines:

- 1) He/She must declare intent to graduate at midterm no later than June 1st preceding their senior year by filling out a form which is available in the counselor's office.
- 2) Upon an examination of credits to see if midterm graduation is possible, a letter will be sent to the student and a duplicate put in the student's file to confirm the intent of midterm graduation.
- 3) Any intent to graduate early is contingent upon the student passing course work he/she is enrolled in.
- 4) Midterm graduates may participate in graduation exercises in the spring with the rest of their class. There will be no formal midterm graduation ceremony.
- 5) Application to waive a semester of attendance must be made no later than June 1st of the preceding school year.
- 6) Students must have attended Platteview High School for 2 semesters.
- 7) At the point of withdrawal from classes the student shall become ineligible for participation in any interscholastic activity sanctioned by the Nebraska School Activities Association.

Final Examinations

All students at Platteview High School are expected to take final examinations at the end of each semester. These final exams will be counted as 10 - 20% of the final semester grade average.

Grade Classifications

The following guidelines will be used to determine class standings:

12th Grade 40 + Credits

11th Grade 26 to 39 Credits

10th Grade 13 to 26 Credits

9th Grade 0 to 13 Credits

*Credit - One credit is given for the successful completion of a one semester class that meets five days a week.

Grading System

Courses at Platteview High School are graded in one of two categories. Honor roll courses are graded numerically, 1-5, with 1 being the highest grade. Non-honor roll courses are graded either P or F, Pass or Fail.

Grading Scale

93% - 100%	1
85% - 92%	2
77% - 84%	3
70% - 76%	4

Graduation Requirements

Students are required to earn 50 credits for graduation presently. The credits shall include:

Social Studies	8 credits
English	8 credits
Mathematics	6 credits
Science	6 credits
Physical Ed. & Health	3 credits
Information Technology	1 credit
Electives	18 credits
Total Required:	50 credits

**The Class of 2017 will be required to take one semester (1 credit) of Personal Finance.

Graduation at the End of the Junior Year:

The Board of Education has authorized the Superintendent of schools to permit students to graduate after the junior year in very special circumstances. The procedure to be followed to request graduation after the junior year is as follows:

1. The student or parent will request a meeting with the Principal and the Senior Counselor. Both student and parent will attend this meeting.
2. The student and parent will explain the special circumstances that they believe necessitate an early graduation.
3. The Principal and Counselor, based on the parent/student meeting will make a recommendation to the Superintendent of Schools.
4. The Superintendent will make the final decision and notify the parent and student.
5. The student will have to successfully pass all graduation requirements in order to graduate early.

Honor Awards

Academic Excellence

All 1's all four quarters and both semesters - Recognized at Award's Night and Certificates presented all the end of the school year.

Academic Lettering

Students who have been named to the Honor Roll for 4 consecutive semesters may request recognition and an academic letter.

English Excellence Award

3.75 GPA, English Composite Score in the 85th percentile on the ACT, SAT, or PSAT, Entered 3 to 5 writing contests or submissions to publications, Earn a '1' in all Honors or Honors Related English Courses or Complete four years of Honors English Courses.

Writing Awards

Students Submitted Papers.

Boys State/Girls State

Junior Boys and Girls voted on by the American Legion and Auxiliary.

Academic Excellence in Mathematics

Academic Excellence in Science

US Marine Corps

Academic Perseverance
Top Music Student
Student/Athlete

Key Staffer Awards

Based on participation and excellence in the Journalism Department

Perfect Attendance

No Absences throughout the school year

Hugh O'Brian Award

Sophomore Student selected by staff to represent Platteview at the Youth Leadership Institute.

Most Representative Students

Voted on by Teachers

Man/Woman of the Year

Voted on by Students

Top Ten Percent of the Senior Class

Determined by the Mark Point Average, Total Mark Points and Combined Rank

Incompletes

It is important that work assigned to students be completed on time. There may be circumstances that occur wherein a student has a legitimate reason for not completing work on time. If this situation occurs at the end of a quarter grading period, the student may be given no more than two weeks from the day the quarter ends to make up the work and have it counted in the quarter grade.

For semester grades, the student may receive credit for work no later than ten days after the semester has ended.

Parent/Teacher Conferences

At the end of the first and the third quarters, convenient times are scheduled for Parent-Teacher conferences. These conferences are made available for parents to pick up report cards and/or visit any teacher or the staff. Parents can schedule conferences any time throughout the year with any teachers by calling the school and making arrangements for the conferences.

Personal Counseling

Personal and group counseling are provided on a voluntary basis at student and/or parent request. All personal counseling is kept confidential. Contact the counselor if you wish to utilize this service.

Progress Reports

Progress Reports are sent out each mid-quarter. These reports are sent out only as a reminder to the parents and students of progress at the midpoint of the quarter. It is our belief that this mid-quarter report gives the student time to improve work in a subject so that he/she does not fail the quarter. If a student does not receive a progress report, he/she could still fail at the end of the quarter. It is important that a student keep track constantly of his/her progress.

Schedule Change Procedure

The registration information is the foundation of our teacher needs, textbook requisitions, space requirements, and other related educational decisions. It is

for these reasons that we encourage you to seriously consider your course selections. Final schedules will be mailed approximately one week prior to the start of the new school year. If you notice an error, please bring your schedule in to the Guidance Office immediately. Otherwise, there should be no need for a schedule change once school has begun. All schedule changes should take place in the first 5 days of the semester. Students who drop the course after the first 5 days of school will record a “WP” or a “WD” depending on the current grade. Any student allowed to drop a course after the first mark period will receive a “5.”

School Testing Program

Springfield Platteview Community Schools administers a number of testing instruments to supplement information on students. Students in grades 9-11 will take the MAP test in the fall and spring. Students in grades 9-11 will take the Science STARS assessments in class. Students in grade 11 will take the NeSA in reading, writing, and mathematics. Students in grade 10 will take the PLAN test and the ASVAB. The PSAT test will be available to students in grades 10 and 11.

Special Parent Reports:

Parents and/or students requesting more frequent feedback about progress of a student should contact the counselor or administrators if they have immediate needs. Increasing communication between home and school is a goal of the counseling and guidance services.

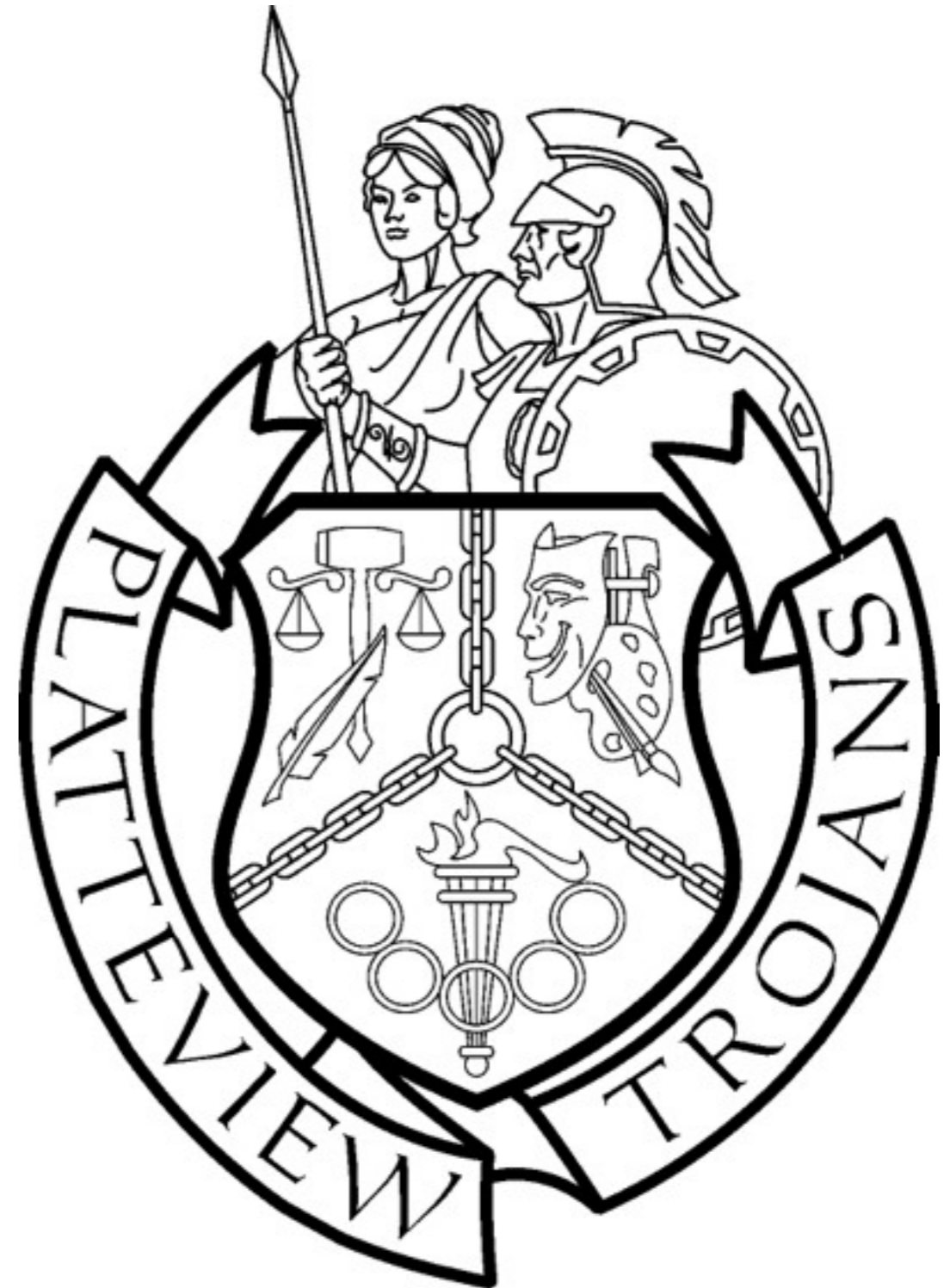
Student Council

Student council members will be elected in the spring of the preceding academic year. Each class will elect 3 members and all students will select a student council president.

Watch List

Students who are in the area of academic concern by having a current course grade of 4+ or below will be placed on the student watch list at 9am on Monday mornings. Students who are on the watch list will be required to meet with their teacher for academic help. Students will not be allowed to leave their study hall unless they are meeting with the teacher with whom they are listed on the watch list.

Student Regulations



SECTION 1

Student Regulations

Attendance Policy

1. A semester absence of more than nine days from any class will place a student in non-credit status regardless of grade record in the class.
2. An absence count will begin with the student's first day of enrollment in the class.
3. Class absences as the result of school related activities will not count within the nine day limit, i.e. athletic contests, field trips, or other school sponsored activities. Class absences caused by administrator or counselor calls to the office fall within this "related" activities category unless otherwise specified.
4. Any days or periods of absence which are verified in writing by a doctor or dentist will not be counted within the nine day absence limit. Notes or appointment cards signed by the doctor must indicate the times or days involved in the excuse and must be presented to the attendance secretary when the student returns to school from the absence.
5. All absences not falling within the school related absence category will count toward a student's nine absence count.
6. The following schedule will be followed to communicate with the student and parents:
 - a. On the sixth day of absence in the semester in any class, the principal will mail a letter to the home informing the student and parents of the absence status in all classes.
 - b. On the ninth day of absence in a class, a letter will be mailed to the home informing the student and parent that the next absence in that class will place the student in non-credit status.
7. A student who is absent from a class for a tenth or eleventh absences may choose to make up the day(s) by serving a Saturday School for each absence. Students are only allowed to attend two Saturday schools.

8. The student or a parent, once the student is placed in non-credit status, may request that the teacher(s) have his/her non-credit status voided through action of an appeals committee. An appeal may be filed with the attendance committee based on the following criteria:
 - a. The student must be passing the class.
 - b. Once non-credit status has been reached, the student's attendance improves.
 - c. All make-up work and make-up tests have been completed.
 - d. The student's behavior in the class is acceptable.
 - e. The student's absences are a result of extenuating circumstances.
9. The appeals committee will meet near or at the end of each semester to consider any appeals from teachers. The committee will include the following membership: Principal, Assistant Principal and School Counselors. The committee will consider the appeal based on the criteria used by the teacher to make the appeal as well as the reasons for the student's excessive absences. While considering the appeal, the committee will consider only the relevant criteria outlined above without the benefit of the student's name.
10. 10. If there is no appeal or if the appeal is unsuccessful, the student with more than nine days of absence in a semester from any class(es) will receive no credit for that class(es).

College Visits

Students choosing to visit a college during their junior year must pre-arrange the absence with their teachers by using the pre arranged absence form. Juniors will be allowed one absence in the second semester for a post-secondary visit. Seniors will be allowed one absence in each semester to visit a post-secondary institution. Students must have pre-arranged the absence with the attendance secretary and provide documentation from the post-secondary institution of the visit upon their return.

Excused Absences

Parents are asked to cooperate with the school to keep the number of absences to a minimum. Absences will be considered excused, but as a part of the 9 excused absence days, for such reasons as:

- illness
- illness in the family causing the student to be needed at home
- a death or funeral in the family
- a prearranged absence that is requested by the parent, i.e., family trip
- a school activity
- a doctor's appointment
- 4-H or other community or church related organizational activity
- absences authorized by the administration

Make-Up Work due to Absence

Students will be given one day to complete make-up work for each day of excused absence. The responsibility for obtaining assignments is that of the student. If the absence is planned, the student should make up the work in advance or as per the instruction from each individual teacher. Class work should be completed before a student leaves school for a trip or school-related function. Assignments made well in advance will still be due as scheduled on the first day that a student returns to school; i.e. research paper.

Excused absence

- Student is required to make up all assignments and test, and have the opportunity to earn full credit.

Unexcused absence

- Student is required to make up all assignments and tests. Student work will have a 10% reduction in credit.

In-School Suspension

- Student is required to do all assignments and tests and have the opportunity to receive full credit.

Out of School Suspension

- Student is required to complete all assignments due upon return to class. Assessments must be completed upon return to class. All assignments and assessments will have a 10% deduction in credit.

School Activity Absences

Students involved in school activities must be in attendance the half day preceding the activity, i.e., afternoon classes for an evening activity; morning

classes for an afternoon activity. Students not in attendance the half day preceding the activity may be excluded from the activity that afternoon or evening.

Tardy Policy

- A student who enters the classroom after the tardy bell has rung will be considered tardy unless he/she has a pass from another teacher.
- After the first tardy to class, the student will be warned. After the third tardy a detention will be assigned to be served with the teacher or in the detention room.
- If the student fails to serve the detention, he/she will receive a one-day-in-school suspension for the first offense.
- A student will be counted as absent if he/she is absent over one-half of the period. Any student arriving at school after the beginning of the school day is to sign in at the main office. No student will be allowed into first period class without a pass from the office.
- Students will be referred to the Assistant Principal on the sixth tardy in any class. The student will be given two detentions in the detention room
- A student is referred to the Assistant Principal again after the ninth tardy in the class. Suspension time will be assigned on this and all future referrals of multiples of three tardies.
- This policy will continue for on semester, and then the sequence will start over.

Unexcused Absences

Students will have absences classified as “unexcused” if:

- they fail to report to school and do not have an excuse from parents or guardians within 24 hours
- they leave the building without checking out with the main office or school nurse.
- they are not in their assigned class, but remain in the school building without permission.

Cafeteria Expectations

Platteview High School is a closed campus. Students are required to remain in the building during school hours, this includes the lunch period. Students at Platteview High School are scheduled for a thirty minute lunch period. In order to assume an orderly lunch period, students are requested to observe the following rules:

1. All students must report to the cafeteria during the time they are scheduled for lunch, regardless of whether they plan to eat or not. Students with passes may go to the library.
2. There should be no running in the hallway or "cutting in" or saving places in the lunch line.
3. No food or drinks may be removed from the lunch room.
4. When a student is finished eating, he/she will return the food tray to the wash area and return to his/her table or to the commons.
5. Students caught throwing food in the cafeteria will be referred to the administration.
6. A student who violates the closed campus rules will be referred to the administration.
7. Due to Federal lunch program guidelines students may not bring in outside hot food items for others during the lunch period.

Money may be placed in accounts before school in the food service office from 7:45 am to 8:05am.

Students are required to pay for all lunches received. Parents should keep enough money in the food service account to stay current. Each week on Tuesdays and Fridays – generic emails will be sent to families with low account balances (\$5.00 or less in a student account).

The School Nutrition program understands that situation may occur when a child forgets their lunch money and will allow a student to charge a meal. A meal charge is defined as a short-term loan for a child to eat because the child forgot lunch, their lunch money or has lost it. On the first negative charge school personnel will send home a slip with the student. The Food Service Of-

fice as well will mail letters notifying the parents or guardians of their child's negative account. If there is no response from the parent or guardian a meal application for free or reduced lunch will be mailed out. If negative charges continue to occur the matter will be turned over to the school principal for resolution. Insufficient funds checks do count as charges for these rules. A \$5.00 fee will be added to all returned checks.

Free or reduced price lunches are provided for those children whose parents can meet federal income guidelines. Application forms for this service are available in each school office and are sent home at the beginning of the school year with each child. The school district must have an approved application (or a list of student names from the state's direct certification list) before meal benefits can be given. The school district cannot claim any free and reduced meals to new children without a processed application. Lunch applications are processed daily upon arrival in the School Nutrition Office. In accordance with Federal law and U.S. Department of Agriculture policy, this institution is prohibited from discriminating on the basis of race, color, national origin, sex, age or disability.

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

Classroom Policies

Students are expected to comply with teacher classroom policies and expectations. Failure to do so can result in detentions or referral to the principal. Detention period is a time when the student is assigned to stay after school, or an other arranged time, for any infractions of accepted student behavior. Detention time is set at the discretion of the teacher or principal. Any student may be kept one hour after school for detention. Any student sent to the office for disciplinary reasons will be given two detentions or more depending on the

offense. This penalty will be doubled when a substitute teacher is involved.

If a rural bus student is detained after school, the teacher must see that he/she has transportation home or give the student 24 hours so that he/she will have a chance to arrange transportation. Students that are involved with activities after school must serve their detention first. Students should visit with their teacher if they have a problem staying for a detention. Students who intentionally skip detentions are eligible for short-term suspension in addition to the detention.

Directory Information

When requested, school district personnel may release directory information such as student's name, address, date of birth, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, date of attendance, degrees and awards received, and the most recent previous educational agency or institution attended by the student. Students, parents/guardians of students under 18 years of age, and eligible students may inform the school district personnel that any or all of the directory information should not be released without their prior consent.

Fine or Damage Procedure

Any text, resource material, and/or other school property on loan to a student is the responsibility of the student. Students can be held accountable for the replacement of any item which is lost or damaged beyond normal use as per State Statute. This includes textbooks or other school property taken from unlocked lockers.

Media Center

The PHS library is available for student use from 8:00 am until 4:00 pm. Students who wish to use the library should obtain a pass from the librarian between classes. Upon arrival in the library students sign in. Five minutes before the end of the period students sign out and return to study hall. All library materials are checked out for a specified period of time. Reserve and

reference books, magazines, and vertical file materials are checked out for overnight only and a twenty-five cent fine will be charged for each day these materials are overdue. Books, other than reserve and reference books, are checked out for a two week period, and the overdue fine is five cents per day. Fines should be paid when overdue materials are returned. Magazine articles and vertical file materials should be copied whenever possible to prolong the life of these materials and make them more readily available. Computers, typewriters, videocassette recorders and other audiovisual equipment are also available for student use in the library. Since the library is designed as a resource center where several activities are going on simultaneously, a business like atmosphere is necessary.

Military Recruiters

Each year by federal law Platteview High School submits a list of juniors and seniors to the branches of the United States Military. If you choose not to have your child's name appear on the list you must notify the office by September 1 of each year.

School Bus Regulations

Safety is our first consideration when transporting children to school. If the driver is distracted or directs attention away from the road, danger exists. Authority of Driver: Pupils transported in a school bus shall be under the authority of, and responsible directly to, the driver of the bus, and the driver shall be held responsible for the orderly conduct of the pupils while they are on the bus. It may become necessary for the driver of the bus to assign seating in order to maintain an orderly environment. All busses are owned and operated by the First Student School Bus Company.

Conduct Rules

1. Cooperate with your driver.
2. Stay seated facing the front of the bus.
3. Students are to be dropped off at their assigned stop. Drivers must receive a signed note by parent/guardian giving permission for other drop-off arrangements.
4. Keep head, hands, and feet to yourself and inside the school bus.

5. Talk quietly, be courteous-- no profane language.
6. Students must be quiet at railroad crossings.
7. No radios, including headphones, will be allowed on buses.
8. Aisles shall be clear and unobstructed at all times.
9. Help keep your bus clean. Do not litter in or out of the bus.
10. Do not eat or drink on the bus. (Candy, gum, etc.)
11. Do not bring hazardous materials on the bus.
12. No animals are allowed on the bus.
13. Do not tamper with or damage the bus or its equipment.
14. Students shall not use the emergency exits unless an emergency exists.
15. The following inappropriate behavior will bring about immediate action and may include, but is not limited to the following, resulting in automatic suspension of transportation privileges: 1) fighting, 2) direct defiance of bus driver, 3) lighting matches/smoking, 4) vandalism, 5) harassment.
16. Students should respect all employees and fellow students of the district and may be subject to discipline policies set forth by the Nebraska School Bus Co. and Platteview High School.

Consequences for violating school bus rules:

- 1st Incident: Driver verbally warns student.
- 2nd Incident: Student receives citation; parent and principal are verbally notified of the infraction.
- 3rd Incident: Student receives citation and is suspended from the bus for three to five days; parent is notified of the infraction by the principal.
- 4th or More Severe: Student receives citation and is suspended from the bus up to the remainder of the school year.

Sexual Harassment

Sexual Harassment of students by any student, officer, administrator, or employee of the District is strictly prohibited. Sexual Harassment is a violation of both state and federal law.

In the student context, sexual harassment includes any unwelcome conduct of a sexual nature directed at or to a specific student or students, or conduct that has the purpose or effect of unreasonable interfering with a student's work or performance, or which creates an intimidating, hostile, or offensive environment.

Both verbal and nonverbal conduct occurring outside the context of the school's authorized curriculum may constitute prohibited sexual harassment. Specific types of conduct which are prohibited include, but are not limited to, jokes, statements, or comments, whether derogatory or complimentary in nature, which either explicitly or by implication, contain or can reasonably be interpreted to contain or refer to matters of a sexual nature; physical contact, touching, or physical interference; and visual conduct such as gestures, pictures, posters, cartoons, drawings or other written, printed or published materials of a like or similar nature, which either explicitly or by implication, contain or can be reasonably inferred to contain or refer to matters of a sexual nature.

The School cannot prevent violations of this policy, unless such behavior is observed by the staff, or the staff is told of violations. If a student has any reason to believe that he/she or any other student has been sexually harassed, that student should immediately report the violation to a classroom teacher, his/her counselor, or principal. If the student feels that his/her classroom teacher or counselor does not give him/her satisfactory results, or if the student feels that his/her classroom teacher or counselor is part of the problem, or the student is for any other reason otherwise uncomfortable in discussing the matter with that individual, then the student is advised to contact the building principal or any other teacher or administrator of your choice, including, but not limited to, the Superintendent of Schools. Except to the extent disclosures are required by law or are necessary for investigation or disciplinary action, all complaints will be kept strictly confidential. Students can be assured that they will not suffer any negative consequence as a result of bringing concerns to the attention of the staff. All complaints will be promptly and thoroughly investigated. If the investigation reveals that the student or others have

been the subject of sexual harassment, appropriate disciplinary action will be immediately taken against the individual or individuals involved.

Study Hall Procedures

Since students should know what is expected of them in study halls, the same procedures will be carried out during all study halls and by all study hall teachers as per State Statute.

1. Students will not talk to other students without permission. Study halls are intended for quiet study.
2. Students wishing to use the rest room must sign out at the desk. Only one boy and one girl may sign out at the same time. This privilege may be revoked if it is abused. This will be part of any students 2 passes for the school day.
3. Students are expected to bring enough work with them to keep them busy.
4. Students wishing to go to other rooms or Central must have a pass signed by the teacher requesting them to come. Late passes from other teachers may be accepted.

SECTION 2

Federal Notifications

Notice of Nondiscrimination

Springfield Platteview Community Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students, Employees, and Others: Anita Belsky, Director of Special Services, 14801 South 108th Street, Springfield, NE 68059, (402)592-1300, abelsky@springfieldplatteview.org.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the US Department of Education (OCR), please contact the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114, (816)268-0550 voice, or (877)521-2172 TDD, or ocr.kansascity@ed.gov.

Notification of Rights under FERPA

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

1. The right to inspect and review the student's education records within 45 days after the day the Platteview High School receives a request for access.

Parents or eligible students should submit to the school principal a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student's education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

Parents or eligible students who wish to ask the Platteview High School to amend a record should write the school principal, clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student's education records, except to the extent that FERPA authorizes disclosure without consent.

One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service or function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student's enrollment or transfer. [NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the re-

cords request unless it states in its annual notification that it intends to forward records on request.]

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the [School] to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

Notice for Directory Information

The Family Educational Rights and Privacy Act (FERPA), a Federal law, requires that [School District], with certain exceptions, obtain your written consent prior to the disclosure of personally identifiable information from your child's education records. However, Springfield Platteview Community Schools may disclose appropriately designated "directory information" without written consent, unless you have advised the District to the contrary in accordance with District procedures. The primary purpose of directory information is to allow the [School District] to include this type of information from your child's education records in certain school publications. Examples include:

- A playbill, showing your student's role in a drama production;
- The annual yearbook;
- Honor roll or other recognition lists;
- Graduation programs; and
- Sports activity sheets, such as for wrestling, showing weight and height of team members.

Directory information, which is information that is generally not considered harmful or an invasion of privacy if released, can also be disclosed to outside organizations without a parent's prior written consent. Outside organizations include, but are not limited to, companies that manufacture class rings or publish yearbooks. In addition, two federal laws require local educational agencies (LEAs) receiving assistance under the Elementary and Secondary Education Act of 1965 (ESEA) to provide military recruiters, upon request, with the following information – names, addresses and telephone listings – unless par-

ents have advised the LEA that they do not want their student's information disclosed without their prior written consent.

If you do not want Springfield Platteview Community Schools to disclose directory information from your child's education records without your prior written consent, you must notify the District in writing by September 1, 2013. Springfield Platteview Community Schools has designated the following information as directory information:

- Student's name
- Participation in officially recognized activities and sports
- Address
- Telephone listing
- Weight and height of members of athletic teams
- Electronic mail address
- Photograph
- Degrees, honors, and awards received
- Date and place of birth
- Major field of study
- The most recent educational agency or institution attended
- Dates of attendance
- Grade level
- Student ID number, user ID, or other unique personal identifier used to communicate in electronic systems that cannot be used to access education records without a PIN, password, etc. (A student's SSN, in whole or in part, cannot be used for this purpose.)

Notification of Rights Under the Protection of Pupil Rights Amendment (PPRA)

PPRA affords parents certain rights regarding our conduct of surveys, collection and use of information for marketing purposes, and certain physical exams. These include the right to:

- *Consent* before students are required to submit to a survey that concerns one or more of the following protected areas ("protected information survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education (ED)–
 1. Political affiliations or beliefs of the student or student's parent;
 2. Mental or psychological problems of the student or student's family;
 3. Sex behavior or attitudes;

4. Illegal, anti-social, self-incriminating, or demeaning behavior;
 5. Critical appraisals of others with whom respondents have close family relationships;
 6. Legally recognized privileged relationships, such as with lawyers, doctors, or ministers;
 7. Religious practices, affiliations, or beliefs of the student or parents; or
 8. Income, other than as required by law to determine program eligibility.
- *Receive* notice and an opportunity to opt a student out of –
 1. Any other protected information survey, regardless of funding;
 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law; and
 3. Activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others.
 - *Inspect*, upon request and before administration or use –
 1. Protected information surveys of students;
 2. Instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes; and
 3. Instructional material used as part of the educational curriculum.

These rights transfer from the parents to a student who is 18 years old or an emancipated minor under State law.

Springfield Platteview Community Schools has developed and adopted policies, in consultation with parents, regarding these rights, as well as arrangements to protect student privacy in the administration of protected information surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes. Springfield Platteview Community Schools will directly notify parents of these policies at least annually at the start of each school year and after any substantive changes. Springfield Platteview Community Schools will also directly notify, such as through U.S. Mail or email, parents of students who are scheduled to participate in the specific activities or surveys noted below and will provide an opportunity for the parent to opt his or her child out of participation of the specific activity or survey. Springfield Platteview Community Schools will make this notification to parents at the beginning of the school year if the District has identified the specific or approximate dates of the activities or surveys at that time. For surveys

and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent surveys. Following is a list of the specific activities and surveys covered under this requirement:

- Collection, disclosure, or use of personal information for marketing, sales, or other distribution.
- Administration of any protected information survey not funded in whole or in part by ED.
- Any non-emergency, invasive physical examination or screening as described above.

Parents who believe their rights have been violated may file a complaint with:

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

General Procedures



SECTION 1

General Procedures

Beverages in the Building

Students will not be allowed to bring open containers into the building. Beverages may only be consumed in the cafeteria and commons during lunch periods.

Child Abuse

To comply with current Nebraska Statute, pertaining to Abuse of Minor Children or Incompetent or Disabled Persons, any teacher or other school employee who suspects that a child's physical or mental health or welfare may be adversely affected by abuse or neglect shall report or cause a report to be made on any suspected case.

Abuse or neglect shall mean knowingly, intentionally, or negligently causing or permitting a minor child or an incompetent or disabled person to be (a) placed in a situation that may endanger his life or physical or mental health, (b) tortured, cruelly confined, or cruelly punished, (c) deprived of necessary food, clothing, shelter, or care, (d) left unattended in a motor vehicle, if such a child is six years of age or younger, or (e) sexually abused. State law provides immunity from liability to reporting or investigating child abuse.

Closed Campus

Platteview High School operates under a closed campus rule. Students will not be permitted to leave the school after arriving in the morning until classes dismiss at 3:25 pm unless permission to do so is obtained from the Principal's office. If a student is given permission to leave the building, he/she must sign out at the office before leaving.

Contagious or Infectious Disease

Whenever a student shall show symptoms of any contagious or infectious disease, the student shall be sent home. The superintendent shall be notified as per State Statute.

Regulations set up by the state and local Health Departments for excluding children with communicable diseases from school will be followed.

A student who has been absent due to a communicable disease must have a release from his physician, or the school nurse before returning to school.

Daily Class Schedule

Late Start/Homeroom Monday Schedule

Period 1	9:10-9:47
Period 2	9:51-10:26
Homeroom	10:30-11:00
Period 3	11:04-11:39
Period 5	11:43-12:49
A Lunch	11:39-12:09
B Lunch	12:19-12:49
Period 4	12:53-1:28
Period 6	1:32-2:07
Period 7	2:11-2:46
Period 8	2:50-3:25

Regular Tuesday-Friday Schedule

Period 1	8:10-8:58
Period 2	9:02-9:49
Period 3	9:53-10:40
Period 4	10:44-11:31
Period 5	11:35-12:50
A Lunch	11:31-12:01
B Lunch	12:22-12:52
Period 6	12:56-1:43
Period 7	1:47-2:34
Period 8	2:38-3:25

Early Dismissal 1:25 Dismissal Schedule

Period 1	8:10-8:43
Period 2	8:47-9:19
Period 3	9:23-9:55
Period 4	9:59-10:32
Period 6	10:36-11:09
Period 5	11:13-12:13
A Lunch	11:13-11:43
B Lunch	11:43-12:13
Period 7	12:17-12:49
Period 8	12:53-1:25

Early Dismissal 11:25 Dismissal Schedule

Period 1	8:10-8:31
Period 2	8:35-8:56
Period 3	9:00-9:21
Period 4	9:25-9:46
Period 5	9:50-10:11
Period 6	10:15-10:36
Period 7	10:40-11:01
Period 8	11:05-11:25

Cellular Phones

Cellular phones can be a distraction in the classroom. Students will be allowed to utilize their cellular phones in the hallways during passing periods only. Students must have all ringers turned off during the school day and the phones will be confiscated if they are seen or heard during a class period. By bringing a cellular phone to school the student and parents are giving consent for administrators to search the phone if there is a reasonable belief the search will turn up a violation of school rules.

Fire and Tornado Drill Information

Fire and tornado drills are required by law and are an important safety precaution as per State Statute. It is essential that when the first signal is given, everyone obeys orders promptly and reports to the appropriate areas by the prescribed route as quickly as possible. Teachers in each classroom will give the students instructions and stay with their group.

Hall Passes

Students in the hallways during class periods must have a pass signed by a teacher. If a student wants to see a teacher or go to another room during study hall, the student must have a pass signed by that teacher requesting that student BEFORE HE/SHE REPORTS TO STUDY HALL. Students initiated passes are limited to two per school day and students must have their planner to leave the classroom.

Health Regulations

The supervision and administration of the district health services will be the general responsibility of the school administration and school nurse. The responsibility for implementing individual health services shall rest with building principals.

Goals of Health Services:

- To provide emergency service for injury or sudden illness.
- To appraise the health status of students.
- To discuss health problems with students and their parents.
- To encourage the correction of remedial defects.
- To assist in identification of handicapped children.
- To help prevent and control disease.

Homework Policy

Students are required to complete their assigned work whether it is assigned to be completed in the classroom or at home. Students who fail to complete their work will be required to meet with the appropriate teacher before or after school to complete the assignment. Students who choose not to comply with this request will be referred to the Assistant Principal for due process.

iPads in the Classroom

Each student will have the opportunity to utilize their iPad in the the daily learning. Students are reminded that the machines are school property and should be treated accordingly. Students using the iPad 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 iPad will follow the continuum of disciplinary procedures.

- Each class will begin with iPads put face down on the desk or below the desk, depending on the classroom, to begin each period.
- Teachers who begin the day with an iPad activity will give specific instructions for the activity or for the beginning
- Teachers will notify students when the iPads are appropriate for use in the classroom.
- Students may not use any gaming or social media applications during a scheduled class time. Students on the academic watch list may not use gaming applications during study hall.
- Students must keep volume on mute or will use earbuds.
- Students must have a case on their iPad that protects the corners at all times. iPads that do not have a case attached will be confiscated.

Consequences for an iPad Use Infraction:

- 1st Offense: Student will conference with an administrator and the iPad may be removed for the remainder of the day.
- 2nd Offense: Student iPad will be confiscated for the remainder of the school day, if less than half a day the iPad will be confiscated until 5th period of the following day. Student will conference with an administrator. If the confiscation pe

riod is on each side of a weekend the confiscation will include the weekend.

3rd Offense: Student iPad will be confiscated for two (2) full days. If the confiscation period is on each side of a weekend the confiscation will include the weekend. Student will conference with an administrator. Administrator will contact parents.

4th Offense: Student iPad will be confiscated for three (3) full school days. If the confiscation period is on each side of a weekend the confiscation will include the weekend. Student will conference with an administrator. Administrator will contact parents.

5th Offense: Student iPad will be confiscated for a full school week (five days). If the confiscation period is on each side of a weekend the confiscation will include the weekend. Administrator will contact parents to set up a parent conference for a plan for further action. Student may lose the iPad for the remainder of the grading period.

Illness or Accident in School

Students who find themselves ill during the school day must report to the health room. The school health personnel will contact the parents. If any student sustains a significant injury at school, the parent or guardian, or the person designated by the parent or guardian on the student data form, shall be notified immediately. If deemed advisable, the school will request the person to pick up the child from school.

In case of an emergency, the school may call the family physician, or an available emergency physician for administration of temporary relief or aid. If, in the opinion of the principal, or attending adult, a student has sustained a serious injury, or his life is in jeopardy, a rescue squad shall be called immediately.

Immunizations

All students shall show evidence of immunizations as stipulated by State Statute upon entering school. Students who do not have the proper immunizations will not be allowed to attend until the guidelines have been met.

Lockers

Student lockers are property of the school district. For convenience the Board of Education gives each student permission to use a locker during the school

year. Therefore, students cannot expect their locker to be free from inspection by the school if the administration considers a search necessary to maintain the integrity of the school environment and to protect other students.

1. Lockers will be assigned to each student at the beginning of the school year.
2. Students should not leave valuables in any locker (hallway or PE). Money, jewelry, and other valuable items are enticements for untrustworthy people and impossible to trace.
3. Material, which by its nature might offend another student, may not be hung in lockers. Also writing on lockers, inside or out, is prohibited.
4. Lockers are to be locked at all times. Never give your lock combination to anyone.
5. At the end of the school year students are required to clean out their assigned locker to the condition it was checked out in. Failure to clean out the locker will result in a \$5 fine.
6. The school is not responsible for losses from lockers, whether locked or not.

Lost and Found

Students who have found any lost items are requested to turn these in to the main office. A lost and found area is located at the main office and students may pick up lost items there.

Medication in School

The Springfield Platteview Community Schools requires that all students who need medication during school hours must do the following:

1. Over the counter (OTC) medications. Present a written consent form signed by the parent or legal guardian for over the counter (OTC) medications and the medication is to be in the original bottle and properly labeled with instructions for giving. If med is to be given longer than 4 weeks would prefer to have a doctor's prescription.
2. Prescription medication. Present a written consent form signed by the parent or legal guardian and a prescription from the doctor. Bring the medication in the original prescription bottle, properly labeled by a registered pharmacist as prescribed by law.

Long-term medication (longer than 4 weeks may be given by district personnel provided that the prescribing physician completes the district medication per mission request form.)

Notice of Nondiscrimination

Springfield Platteview Community Schools does not discriminate on the basis of race, color, national origin, sex, disability, religion, age or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students, Employees, and Others: Anita Belsky, Director of Special Services, 14801 South 108th Street, Springfield, NE 68059, (402)592-1300, abelsky@springfieldplatteview.org.

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the US Department of Education (OCR), please contact the OCR at 8930 Ward Parkway, Suite 2037, Kansas City, MO 64114, (816)268-0550 voice, or (877)521-2172 TDD, or ocr.kansascity@ed.gov.

Physical Examinations

During the first quarter of each school year, health screenings will be conducted as per the Dept. of Health and Human Services minimum requirements per grade. The screening may consist of all or some of the following: hearing, vision, dental, height and weight. Parents/ guardians shall be notified in writing of any defects and encouraged to seek a professional evaluation. If parent/guardian wishes to refuse school health screening they must submit written statement(s) from a qualified examiner that the child has received the minimum required screenings within the previous six months, or the child will be screened at school.

Poster Displays

In order to avoid misunderstandings and perhaps unfortunate publicity, all notices, posters, or signs by the students appearing on the bulletin boards or displayed in any manner or place must carry the approval of a principal.

School Cancellations

All weather related announcements concerning the cancellations of school, late starts, early dismissals, as well as emergency closings, are made on radio station KFAB (1110 AM). These announcements are made as early as possible in the morning. Please note that our school district is described as Springfield Platteview Community Schools. Determining weather conditions is somewhat subjective. As a parent or guardian, if you feel your child's safety is in jeopardy you may pick your child up anytime severe weather develops.

The Office of Civil Defense has assisted each school principal in developing a comprehensive plan for safety procedures to be followed in case of tornado warnings. If immediate danger occurs at the time of dismissal, students will be kept inside until the danger has passed. Parents are urged to make an alternate plan and file it with the teacher for their children on those occasions when parents are away from the home during an emergency school closing.

School Dances

Our dances are sponsored for the benefit of Platteview Students. The dances are for students in grades 9-12 unless otherwise noted. Out-of-class or out-of-school dates must be accompanied by a Platteview student, must be enrolled in the ninth grade at a minimum. All out-of-school dates must have a guest form completed prior to the dance. All students and dates are subject to a breathalyzer as they enter the dance.

All students must be admitted to the site of the dance one hour after the beginning time. After the first hour the doors will be locked. Any student leaving the dance for any reason before the dance is over will not be readmitted. Any student caught using, possessing, or under the influence of alcohol or drugs, may have their parents contacted and law authorities will be contacted. School penalties as described in section on alcoholic beverages may also be imposed.

School Hours

The school building will be open at 7:30am. In case of extreme cold or inclement weather, the front doors will be opened earlier and all students will report to the cafeteria or the commons. The final class is dismissed at 3:25pm. All students are expected to leave the school unless they are at a sponsored activity. Students may see teachers prior to 7:55 am or after 3:40 pm if arrangements are made with the teacher.

Search and Seizure

School officials may conduct reasonable searches and seizures of students, school premises, and/or automobiles located on school premises when there is reasonable suspicion to believe that students may be in possession of contraband (drugs, weapons, alcohol and other materials), in violation of school policy and/or state and federal laws. Law enforcement will be contacted when circumstances dictate.

Drug Dogs/Locker Searches

Drugs and weapons are a safety concern for every school. Parents and students are here notified that, since the lockers at Platteview High

School are the property of the school and loaned to the students for use during the school year, searches of lockers by school officials based on reasonable suspicion of rule violation may occur. In addition, drug sniffing dogs will be brought to the school to canvass the lockers and the parking lot on a regular basis. Lockers and cars will be searched based on alerts by the drug dogs.

Drug Dog Policy

The District retains the right to utilize the services of area law enforcement authorities' canine units in the detection of illegal drugs and/or contraband at any time, announced or unannounced at the District's schools.

1. A building principal may request the canine unit be utilized to search all inside areas of a school building at any time.
2. A building principal may request that a canine unit be utilized to search vehicles on school property during or after school hours. If a dog alerts to a student's vehicle, the student will be required to unlock the vehicle doors and trunk for an internal inspection. Any refusal to unlock the vehicle will be handled by law enforcement.
3. Any illegal drugs and/or contraband found on school grounds, whether in a student locker, vehicle, or any other place on school grounds, will be confiscated and the student may be subject to disciplinary action specified in the student handbook.
4. The student's parent(s) or guardian(s) shall be notified should illegal drugs and/or contraband be discovered.

Student Attire and Appearance

Student dress and appearance is usually a concern of students and parents. The school administration also has the responsibility to help develop values which contribute to good taste in matters and modesty of dress and appearance as per Board of Education Policy.

1. Student appearance should be of a high enough standard as to contribute to the general learning environment rather than detract from it.
2. Shoes will be worn at all times during the school day. Students should not wear bedroom slippers inside the school building.
3. Printed wording or pictures on clothing advertising or promoting alcohol, drugs, tobacco, or sexual content. Any clothing explicitly or implicitly is vulgar in interpretation will not be permitted to be worn.

4. Head wear is not to be worn in the building during the school day. Examples of head wear would include hats, bandanas, and scarves.
5. Clothing that exposes a bare midriff or undergarments will not be permitted during the school day. This would include muscle shirts, halter tops, spaghetti strap tops, strapless tops, tube tops, and midriffs. Shorts and skirts will be worn at a modest length. Apparel that is revealing, suggestive, backless, or low cut will not be allowed.
6. Students are not permitted to wear clothing that is ripped or torn, i.e. holes in pants above the knees.
7. Students are not permitted to wear "sagging" pants or shorts. "Sagging" is defined for the purposes of this policy to include pants or shorts worn with the waist area of the clothing below the hip bones.
8. Chains - Students will not be allowed to wear chains on their clothing.
9. Inappropriate Clothing - All staff members have been given the responsibility to check for inappropriate clothing. Students wearing inappropriate clothing will be referred to the administration. The inappropriate clothing will be documented and an appropriate sanction will be administered. Sanctions could be as little as asking the student to turn a shirt inside out or cover an objectionable part of the clothing or suspension from school for repeat offenders.

Students Leaving the Building

Any student who finds it necessary to leave school during the school day must be excused by a principal. To gain permission from the Principal students will need to have their parents call the main office, students will not be allowed to present a note to be dismissed. Any student leaving without a principal's authorization may be considered unexcused from school and dealt with accordingly.

Student Parking and Driving

Cars are to remain in the parking lot until the student leaves school at the completion of the day. Permission to move cars during the day must be obtained from the office. When school buses are stopped for the purpose of loading or unloading students, all vehicles must stop until the bus proceeds onward or until the bus driver signals for the vehicle to proceed. The parking lot is off limits to students during the day and being in cars during the day without permission will result in consequences. Cars must be registered in the office.

Suspensions

Students who are serving an in-school suspension will not be allowed to compete or travel with activities until the completion of their suspension. Students

who are serving an out-of-school suspension will not be allowed to practice or compete until the completion of their suspension.

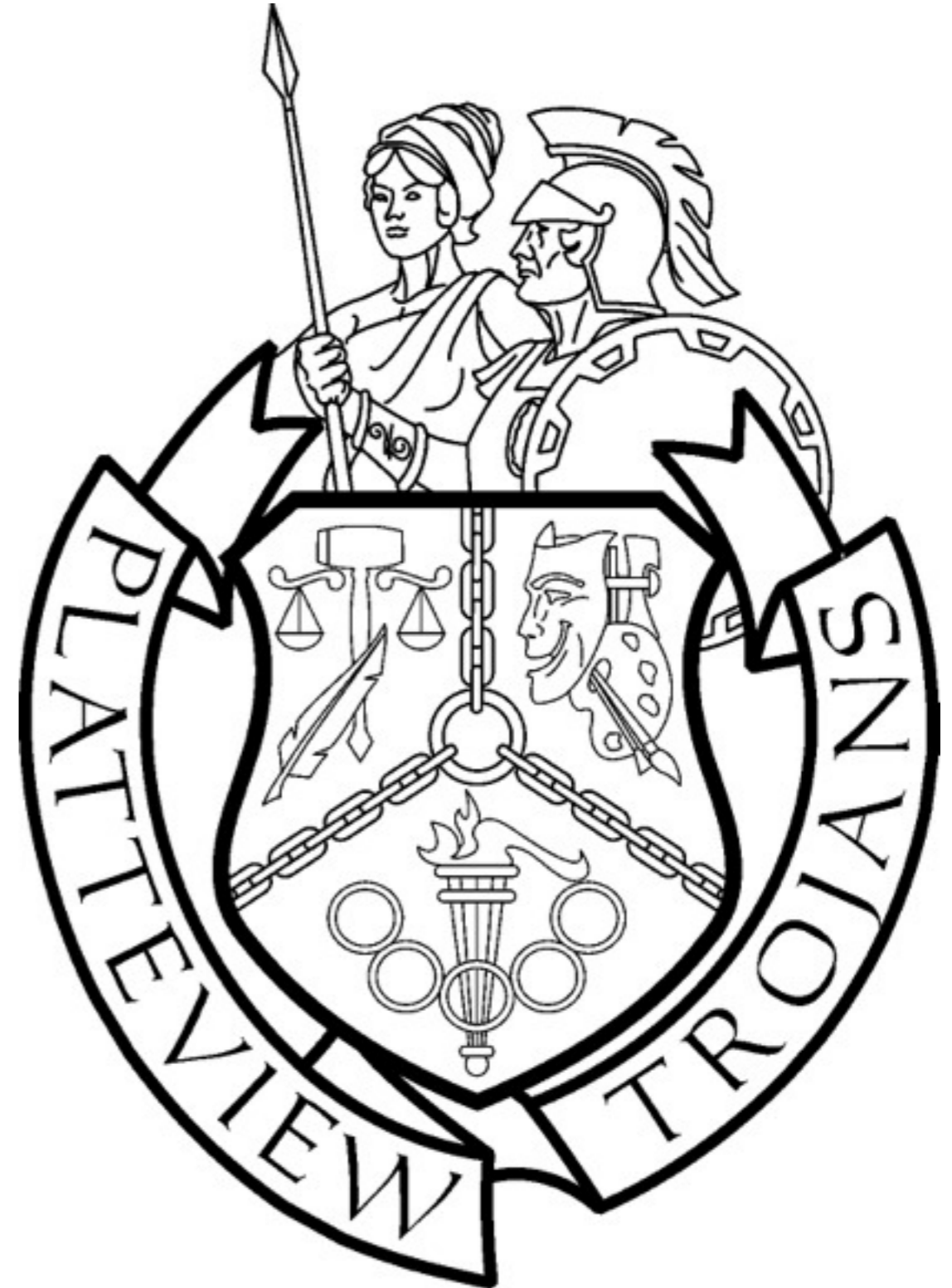
Telephone

There is a courtesy phone available outside of the office for student use during the day. The phone may be used between classes, over the noon hour and before and after school. There will be a 2 minute time limit and no long distance phone calls.

Visitors

It is not the policy of Platteview High School to allow non-students to attend classes or participate in the lunch period with a student. We feel it is important not to interrupt the educational process.

Student Rights and Responsibilities



SECTION 1

Springfield Platteview Student Rights and Responsibilities

This mission is based on beliefs and principles about how students learn and what they must know to behave as responsible citizens and productive workers in a highly competitive, increasingly global society.

This policy statement provides the general guidelines of conduct, which are expected of our students. It also describes the responsibilities of the students in relation to this conduct standard.

These rules and standards apply to all school buildings and grounds, during and immediately before or after school hours. They also apply to school-sponsored functions both on and off school property.

The Board of Education has adopted the following policies of general application governing student conduct in all schools. Principals will establish other rules and regulations applicable to conduct at their respective sites that are consistent with those established by the Board of Education.

I. GENERAL STANDARDS OF BEHAVIOR:

It is expected that students will conduct themselves in a manner, which is considerate of others, respectful of property and mindful of the good of all.

Students should therefore:

- Attend school regularly and punctually.
- Act in a manner that will enhance the learning environment for all students.
- Use school facilities in a way that will conserve their continued usefulness.
- Apply themselves to the best of their ability to the learning tasks assigned.
- Abide by school regulations and assist in their enforcement and modification.
- Participate constructively in school government and assist in modification or regulations for general school improvement.

II. STUDENT USE/ABUSE OF ALCOHOL AND OTHER SUBSTANCES:

All students have a right to attend school in an environment conducive to learning. Since alcohol and other drug use is illegal, contagious, and interferes with both effective learning and the healthy development of children and adolescents, the school has a fundamental legal and ethical obligation to prevent drug use and to maintain a drug-free educational environment.

No student may use, possess, be under the influence of, sell, or distribute alcohol or other substances, nor may use or possess drug paraphernalia (except drugs as prescribed by a physician) on school grounds or at school-sponsored events. The same restrictions apply to students participating in extracurricular activities. The terms “alcohol or other substances” shall refer to the use of all substances including, but not limited to, alcohol, tobacco, inhalants, illicit drugs, and look-a-likes. The inappropriate use of prescription and over-the-counter drugs shall also be prohibited. This policy applies to all school buildings, grounds and school-sponsored functions or events whether on or off school grounds.

The school district will provide a health curriculum that will include strategies of prevention and intervention designed to educate students on the use/abuse of alcohol and other substances.

Violations of this policy will be handled in accordance with the rules and regulations set forth in this document.

III. ATTENDANCE POLICY

Nebraska State Statute (79-201) requires that all students between the ages of 6 - 18 attend school. It is the responsibility of the parent/guardian to see that the student is at school at the appropriate time in a proper state of health and cleanliness. Notification of an absence must be made to the school office or the absence will be considered unexcused. The school district is required by law to notify juvenile justice officials when students reach 20 absences in a school year. Building administrators will establish attendance guidelines for their respective buildings and they are published in the school’s parent/student handbook.

IV. CONSEQUENCES OF DISRUPTIVE BEHAVIOR:

Conduct which violates the rules and regulations and policies adopted by the Board of Education and as set forth below will subject the student to disciplinary action. Disciplinary action may be, but is not limited to:

- A. Counseling of the student. In alcohol/drug related incidents students shall have an alcohol evaluation performed by a qualified drug/alcohol counselor. Payment will be at the student's expense.
- B. Parent conferences.
- C. Rearrangement of schedule/assignment to another school.
- D. Requirement that the student remain in school after regular hours, summers and Saturdays to complete additional work.
- E. Restriction of participation in extracurricular activity.
- F. Involving law enforcement and/or social service agencies.

Short-term suspension: Any student may be excluded from the Springfield Platteview Community Schools for a period of time not to exceed five school days provided that the suspension is assigned under the guidelines provided by Nebraska State Law and as set forth below.

1. *Circumstances warranting short-term suspension:*

- a. If the student has a dangerous communicable disease transmissible through normal school contacts.
- b. If the student is infected with or can be proven to be a carrier of external parasites (such as head lice) which may be transmissible through normal school contacts and which pose a threat to the safety and well-being of the school community.
- c. If the student is involved in behavior or activities which interfere with any educational function or which infringe upon the rights of other students to pursue an education. Some **objectionable activities or behavior** which could result in short-term suspensions are as follows:
 1. Refusal to comply with reasonable standards of behavior established by teachers or building administrator.
 2. Use of abusive or profane language.
 3. Fighting.
 4. Willful truancy or willful and repeated tardiness.
 5. Vandalism, theft or pilferage of property belonging to the school district staff members or students.
 6. Engaging in the unlawful possession, being under the influence of, selling, dispensing, or use of an illegal substance, tobacco or alcoholic beverage.
 7. Committing any other act or becoming involved in any other activity,

which causes a disruption in the normal educational opportunity for other students.

- d. 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.
- e. Conduct constituting grounds for expulsion or long-term suspension as set out in Nebraska law.

2. *Procedure for short-term suspension:*

- a. When a student is accused of conduct which might result in suspension under this section, the building administrator is to conduct an investigation into the charges made and ascertain whether there is evidence of a violation of sufficient seriousness to warrant further action.
- b. When the building administrator believes that further action is needed, he/she shall inform the student of the charges against him/her and give the student an opportunity to present his/her version of the incident.
- c. Should the building administrator believe that a short-term suspension is justified, the building administrator shall make every reasonable attempt to notify the student's parent or guardian immediately.
- d. The suspension shall take effect at the time specified by the building administrator. Written notification of the suspension shall be sent by regular mail to the parent or guardian as soon, as is reasonably possible.
- e. Such suspension may be either "in-school," where in a student does not attend classes but reports for study under supervised conditions as the building administrator may direct, or "out-of-school," where in as student is not permitted to be present on school property. In either case, students may not participate in or attend any activities sponsored by the Springfield Platteview Community Schools.
- f. Opportunity will be given students so suspended to make up work missed. This work must be completed by the time they return to their regular schedule.

Long-term suspension/expulsion:

Long-term suspension shall mean the exclusion of a student from attendance in all schools within the Springfield Platteview Community Schools System for a period of time exceeding **five but less than twenty school days**.

Expulsion shall mean exclusion from attendance in all schools within the system.

1. Length of expulsions for regular and special circumstances
 - a. *Regular Circumstances*. The expulsion of a student shall be for a period not to exceed the remainder of the semester in which it took effect, unless the misconduct occurred (1) First Semester - within ten (10) school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester or (2) Second Semester - within ten (10) 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 (subject to automatic review).
 - b. *Special circumstances involving firearms*. Expulsion period not less than one calendar year.
2. **The following student conduct shall constitute grounds for a long-term suspension or expulsion** subject to the procedural provisions of Nebraska State Law when such activity occurs on school grounds or during a school function or event off school grounds:
 - a. Use of violence, force, coercion, threat, intimidation, or similar conduct in a manner that constitutes a substantial interference with school purposes.
 - b. Willfully causing or attempting to cause substantial damage to private or school property, stealing or attempting to steal private or school property of substantial value, or repeated damage or theft involving private or school property of small value.
 - c. Threatening, intimidating, causing or attempting to cause physical injury to a school employee or to any student. Physical injury caused by accident, self-defense or an action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
 - d. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from such student.
 - e. Students are forbidden, knowingly or voluntarily, to bring to school, possess, handle, transmit, or use any firearm, knife, or other dangerous weapon in school, on school grounds, or at a school function off school grounds. Dangerous weapons shall include: a) firearms [including starter pistols, B-B guns (rifles and pistols), shotguns, air rifles and pistols, CO2 propelled rifles and pistols, copy-cat or look-a-like rifles or pistols whether or not they are capable of expelling a projectile, see also definition below]; b) bombs, razor blades, grenades, rockets, explosives,

- c) knives, dirks or stilettos of any type, or any other dangerous instrument capable of inflicting cutting, stabbing, or tearing wounds; d) knuckles consisting of finger rings, guards or similar devices made of a hard substance that is designed, made or adapted for the purpose of inflicting serious bodily injury by striking a person with a fist or open hand which is either enclosed by, worn on, or held by the hand or knuckles.
- f. Knowingly possessing, handling or transmitting any object or material that is ordinarily or generally considered a firearm. The term "firearm" as described in 18 U.S.C. 921 means (1) 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. [This would include rifles, pistols and shotguns.] (2) the frame or receiver of any such weapon; (3) any firearm muffler or firearm silencer, or (4) any destructive device. Such term does not include an antique firearm.

The term "destructive device" means

- any explosive, incendiary, or poison gas such as a (1) bomb, (2) grenade, (3) rocket having a propellant charge of more than four ounces, (4) missile having an explosive or incendiary charge of more than one-quarter ounce, (5) mine, or (6) device similar to any of the devices described in the preceding clauses;
 - any type of weapon by whatever name known which will, or which may be readily converted to expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter (a shotgun or a shotgun shell which is generally recognized as particularly suitable for sporting purposes is not a destructive device within the meaning of this definition since a shotgun is a firearm as defined above); and
 - any combination of parts either designed or intended for use in converting any device into any destructive device described in paragraph A. or B. and from which a destructive device may be readily assembled.
- g. Engaging in the unlawful possession being under the influence of, selling or use of an illegal substance or alcoholic beverage or that, which is represented to be an illegal substance or alcoholic beverage.
 - h. Engaging in unlawful possession being under the influence of, selling or use of illegal substance or alcoholic beverage or that, which is represented to be an illegal substance or alcoholic beverage.
 - i. Public indecency.

- j. Sexually assaulting or attempting to sexually assault any school employee or student (this may result in mandatory reassignment).
 - k. Engaging in any other activity forbidden by the laws of the State of Nebraska when this activity constitutes a danger to other students or interferes with school purposes.
 - l. Continuation of disruptive activities, which resulted in disciplinary action or short-term suspension(s), if such violation constitutes a substantial interference with school, purposes.
3. **Procedure for long-term suspension/expulsion:** The procedure shall be the same as that of short-term suspension except as follows.
- a. The principal may suspend a student immediately, regardless of the fact that a hearing was requested within five days of notice of expulsion or long-term suspension by the school, if the principal determines that such immediate suspension is necessary to prevent or substantially reduce the risk of: a) interference with an educational function or school purpose or b) personal injury to the student, other students, school employees, or school volunteers. Although the preferable practice is that the principal makes such determination in writing, nothing in this policy shall so require. If no hearing is requested, the immediate suspension will continue until the date the long-term suspension, expulsion, or mandatory reassignment takes effect. If a hearing is requested, the suspension will continue until the date the hearing examiner files the report of his or her findings with the Superintendent, if the principal has made a determination as above described.a. The principal may suspend a student immediately, regardless of the fact that a hearing was requested within five days of notice of expulsion or long-term suspension by the school, if the principal determines that such immediate suspension is necessary to prevent or substantially reduce the risk of: a) interference with an educational function or school purpose or b) personal injury to the student, other students, school employees, or school volunteers. Although the preferable practice is that the principal makes such determination in writing, nothing in this policy shall so require. If no hearing is requested, the immediate suspension will continue until the date the long-term suspension, expulsion, or mandatory reassignment takes effect. If a hearing is requested, the suspension will continue until the date the hearing examiner files the report of his or her findings with the Superintendent, if the principal has made a determination as above described.
 - b. On the date of the decision a written charge and a summary of the evidence supporting such charge shall be filed with the Superintendent.

The school shall, within two school days of the decision, send written notice by registered or certified mail to the student's parent or guardian and by regular mail to the student. b. On the date of the decision a written charge and a summary of the evidence supporting such charge shall be filed with the Superintendent. The school shall, within two school days of the decision, send written notice by registered or certified mail to the student's parent or guardian and by regular mail to the student.

- c. Such written notice shall include the following
 - 1. The rule or standard of conduct allegedly violated and the acts of the student alleged to constitute a cause for long-term suspension or expulsion, including a summary of the evidence to be presented against the student.
 - 2. The penalty, if any, which the building administrator has recommended in the charge, and any other penalty to which the student may be subject.
 - 3. A description of the hearing procedures provided along with procedures for appealing any decision rendered at the hearing.
 - 4. A statement that the building administrator, legal counsel for the school, the student, the student's parent or guardian, and/or the student's representative (or legal counsel) shall have the right to examine the student's academic and disciplinary records and any affidavits to be used at the hearing concerning the alleged misconduct, and the right to know the identity of the witnesses to appear at the hearing and the substance of their testimony.
 - 5. A form on which the student, student's parent, or guardian may request a hearing to be signed by such parties and delivered to the building administrator or Superintendent in person or by registered or certified mail as prescribed by state law.
- d. Nothing in this policy shall preclude the student or the student's parent guardian or representative from discussing and settling this matter with appropriate school personnel prior to the hearing.
- e. If a hearing shall be requested within five school days of the receipt of the written notice by the student or the student's parent or guardian, the Superintendent shall appoint a hearing examiner and all of the provisions of the Nebraska statutes which relate to such a hearing shall be adhered to.
- f. If the student, parent or guardian institutes the appeal following the determination of the Superintendent, they may appeal to the Norfolk Board of Education. Such an appeal shall be made within seven school

days following receipt of the written notice of the determination of the Superintendent.

- g. A hearing shall be held before the Board of Education within a period of ten school days after it is requested and such time for a hearing may be changed by mutual agreement of the student and Superintendent, except that the hearing may be held before the Board of Education of not less than three members.

SECTION 2

Code of Conduct

Students are encouraged to help make their time at Platteview High School both pleasant and beneficial. Students are expected to:

- Act in a responsible manner following all rules and regulations of Platteview and the Springfield Platteview Community Schools.
- Respect each person's individuality and his/her right to an education.
- Act appropriately and work cooperatively with everyone in the building.
- Attend all classes, coming to each class with required materials, to include completing assignments.
- Never verbally or physically abuse or harass anyone.
- Respect authority and comply to directions appropriately.
- Use appropriate language and good manners in all personal dealings.
- Communicate with teachers, staff, and other students.
- Respect the property of others.
- Constantly work to improve.

Those offenses that on their own may not lead to long term suspension or expulsion, if repeated, may lead to long term suspension or expulsion.

This is the guide used by Platteview High School to conduct disciplinary action. The code of conduct allows for interpretation by the administration due to circumstances and the severity of the incident.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
A1 Assault on a student without injury	ISS 1-3 days Notify parents	OSS 1-3 days Notify parents	OSS 5-10 days Notify parents possible expulsion.
A2 Assault on a student with injury	OSS 3-5 days Notify parents and police Possible recommendation for expulsion.	OSS 5-19 days. Notify parents and police. Recommendations for expulsion.	
A3 Assault on school personnel, with or without result of injury.	OSS 10-19 Days. Notify parents and police. Recommendation for expulsion.		
A4 Fighting	ISS/OSS 1-3 days. Notify parents.	ISS/OSS 3-5 days. Notify Parents	OSS 5-10 days. Notify parents. Possible expulsion.

- The level of violence may affect the length of suspension.
- If both students are involved in physical contact, both are considered to have fought and using self-defense is not a defense.
- Individuals that verbally entice a fight, call out another student, or challenge the other students are also considered to be guilty of fighting if it results in a fight.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
A5 Threats intimidating, or menacing another student including hazing.	2 Detentions. Administrative documentation.	ISS 3 days. Notify parents.	ISS 6 days. Notify parents.
A6 Threats, intimidating, or menacing school personnel.	ISS 3 days. Notify parents.	OSS 3-5 days. Notify parents. Possible expulsion.	
A7 Swearing at school personnel.	OSS 3 days. Notify parents.	OSS 3-5 days. Notify parents.	OSS 5-10 days. Possible expulsion.
A8 Initiating threatening calls to school, i.e. bomb threats, etc.	OSS 5-19 days. Notify parents, police, and fire marshal. Recommendation for expulsion.		

Weapons

See the Student Rights and Responsibilities on page 57 for the legal definitions for Weapons according to the Nebraska Legislature.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
B1 Weapon	OSS 10-19 days. Retain the object. Notify parents and police. Possible recommendations for expulsion.	Retain the object. Notify parents and police. Recommendation for expulsion.	
B2 Firearm	Mandatory 1 calendar year expulsion.		
B3 Nuisance or dangerous items: stink bombs, squirt guns, snowballs, etc.	ISS 1-3 days. Notify parents.	ISS 3-5 days. Notify parents.	OSS 1-3 days. Notify parents.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
C1 Possession, under the influence of, and/or use of alcohol, controlled substance, intoxicant or placebo/lookalike/imitation	OSS 19 days. Notify parents and police. Recommend drug/alcohol evaluation.	Recommendation for expulsion.	
C2 Selling or offering a controlled substance, prescription drug, alcohol, and intoxicant of any kind.	Recommendation for expulsion.		
C3 Possession of drug paraphernalia and or sale of.	OSS 5 days. Notify parents and police. Possible recommendation for expulsion.	OSS 5-10 days. Notify parents and police. Possible recommendation for expulsion.	Recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
D1 Robbery (use of force or fear)	OSS 5 days. Notify parents and police. Possible recommendation for expulsion.	OSS 5-19 days. Notify parents and police. Recommendation for expulsion.	
D2 Extortion	2 Detentions. Notify parents.	ISS 1-3 days. Notify parents. Notify police.	OSS 3-5 days. Notify parents and police. Possible recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
E1 Fire setting, arson.	OSS 10 days. Notify parents, police, and fire marshal. Reimburse district for loss. Recommendation for expulsion.		
E2 Graffiti or causing damage	ISS 1-3 days. Notify parents and police. Reimburse for loss	ISS 3-5 days. Notify parents and police. Reimburse for loss.	OSS 3-5 days. Notify parents and police. Reimburse for loss. Recommendation for expulsion.
E3 Signaling false fire alarm, tampering with equipment or extinguishers.	OSS 3-5 days. Notify parents, police, and fire marshal. Reimburse district for loss.	OSS 5-19 days. Notify parents, police, and fire marshal. Reimburse district for loss. Possible recommendations for expulsion.	Recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
F1 Theft or attempted theft of school or private property	ISS 1-3 days. Notify parents and police. Reimburse for loss.	ISS 3-5 day. Notify parents and police. Reimburse for loss.	OSS 1-5 days. Notify parents and police. Reimburse for loss. Possible recommendation for expulsion.
F2 Wrongful possession of school or private material.	ISS 1-3 days. Notify parents. Notify police.	ISS 3-5 days. Notify parents. Notify police.	OSS 3-5 days. Notify parents. Notify police. Possible recommendation for expulsion.
F3 Knowingly receiving stolen school property.	OSS 3 days. Notify parents. Notification of police. Reimburse for loss.	OSS 3-5 days. Notify parents and police. Reimburse for loss.	OSS 5 days. Notify parents and police. Reimburse for loss. Possible recommendation for expulsion.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
G1 Smoking or use of tobacco products.	ISS 1-3 days. Notify parents.	OSS 1-3 days. Notify parents.	OSS 5 days. Notify parents.
G2 Possession of matches, lighter, or cigarettes.	ISS 1-3 days. Confiscation of matches, lighter, or cigarettes. Notify parents.	ISS 3-5 days. Confiscation of matches, lighter, or cigarettes. Notify parents.	OSS 1-3 days. Confiscation of matches, lighter, or cigarettes. Notify parents.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
H1 Written or oral harassment: including profane or abusive language/gestures towards staff or students, bullying, jokes, slurs, graphic or verbal comments about an individual's body of a sexual nature or racial background.	Conference with administrator.	ISS 3 days. Notify parents.	ISS 5 days. Notify parents.
H2 Visual harassment: offensive poster, pornography, photos, cards, cartoons, graffiti, drawings, objects or gestures, PDA, and locker decor.	Conference with administrator.	ISS 3 days. Notify parents.	ISS 3-5 days. Notify parents.
H3 Physical harassment: Intentional or obvious unwelcome or offensive physical contact.	ISS 3 days. Notify parents and police.	ISS 5 days. Notify parents and police.	OSS 3-5 days. Notify parents and police. Recommendation for expulsion.

****Please refer to the Platteview policy included in Student Rights and Responsibilities. The victim may take action beyond the scope of building discipline in regards to harassment.

Infraction	1st Intervention/ Consequence	2nd Intervention/ Consequence	3rd Intervention/ Consequence
I1 Defiance of authority. Failure to obey a direct instruction including lying and refusing to provide or falsifying information.	2 detentions. Notify parents.	ISS 1-5 days. Notify parents.	ISS 3-5 days. Notify parents.
I2 Disruption of school activities, i.e. excessive talking, horseplay, play fighting, misuse of passes, etc.	Conference with administrator.	2 detentions. Notify parents.	ISS 1-3 days. Notify parents.
I3 Disruption while in ISS	OSS for 2 days. Return to complete ISS days assigned	OSS 3 days. Returned to complete ISS days assigned	OSS 5 days. Recommendation for expulsion.
I4 Use of electronic devices i.e. beepers, radios, tape players, cellular phones, laser pointers, etc.	Confiscate device. Conference with administrator. Device may be reclaimed at the end of the school day.	Detention. Confiscate device. Conference with administrator.	2 detentions. confiscate device. Parents pick up the device.
I5 No Show to after school detention assigned by an administrator.	Assigned to 2 detentions	ISS 1 day	ISS 1-3 days.
I6 Any lunchroom misconduct	Detention	3-5 Detentions. Notify parents	ISS 1-3 days. Notify parents.
I7 Fraudulent use of school or public phone.	ISS 3 days. Notify parents. Notify police	ISS 6 days. Notify parents. Notify police.	OSS 5 days. Notify parents. Notify police.
I8 Buying or selling food, drinks, or any unauthorized use of a student ID Number.	Detention. Notify parents.	ISS 3 days. Notify parents.	ISS 6 days. Notify parents.

I9 Falsifying or altering signatures, misrepresenting or calling self in.	ISS 1-3 Days. Notify parents.	ISS 3-5 days. Notify parents.	OSS 1-3 Days. Notify parents.
I10 Gambling in any form: pitching coins, dice, wagering with cards, etc.	1-3 detentions. Conference with Administrator.	3-5 Detentions. Notify parents	ISS 1-3 days. Notify parents.
I11 Wrongful use of skateboard, roller blades, bicycles, etc. on school property	Confiscate. Notify parents. Parents pick up.	1 detention. Confiscate. Notify parents. Parents must pick up.	2 detentions. Confiscate. Notify parents. Parents must pick up.
I12 Truancy (1Period)	2 detentions.	2 detentions.	ISS 1 day. Notify parents.
I13 Truancy (More than 3 periods)	ISS 1-3 days.	ISS 3-5 days.	
I14 Unauthorized entry into any unattended school area	Detention	3-5 Detentions	ISS 1-3 days
I15 Loitering	Conference with administrator May issue detention.	Detentions	Detentions
I16 Leaving school without following procedure	Detentions. Notify parents.	1-3 Detentions. Notify parents.	ISS 1-3 days. Notify parents.
I17 Willful violation of other school rules and regulations (i.e. bringing open beverages into the building, dress code violation, etc.	Warning issued to student. Staff may confiscate and retain items for parent. Clothing changed or corrected.	2 Detentions. Clothing changed or corrected.	3 Detentions. Clothing changed or corrected.
I18 Violating the closed campus policy	Detention	1-3 Detentions.	ISS 3 Days. Notify parents.

I19 No show for a Teacher detention	2 Detentions.	4 Detentions	ISS 1-3 days. Notify parents.
I20 Misconduct for a Guest Teacher	2 Detentions.	ISS 1-3 Days. Notify Parents.	ISS 3-5 Days. Notify Parents.
I21 Continual violation of school rules	ISS 3-5 Days. Notify Parents	OSS 1-3 Days. Notify Parents.	OSS 3-5 Days. Notify Parents.
I22 Violation of Tardy Policy	1 Detention with teacher.	2 Detentions. Notify Parents.	ISS 1 day. Notify parents.

SECTION 3

Activities Program

From the Activities Director

“OUR GOAL IS TO COMPETE AT THE STATE CHAMPIONSHIP LEVEL IN EVERYTHING THAT WE DO.”

The purpose of this section of the handbook is to share important information and explain rules, regulations and expectations to the parents and students who choose to participate in extracurricular activities and athletics. We invite parents and students to join us in building a cohesive activities program in which any activity is offered and conducted in a manner that exceeds the performance of schools of our stature in Nebraska.

The philosophy at Platteview is that activities are considered an integral part of the school's program of education. They provide experiences that will help students develop physically, mentally, and emotionally.

Taking part in athletics, student organizations and the arts as both a participant and spectator, is an important part of a student's total educational development. Such participation is a privilege that carries with it responsibilities to the school, to the parents, to the community, to the entire student body, and to the student who gets involved. These experiences contribute to the knowledge and skill of the student and will engage them and enable them to feel connected to the school and better prepare them for the future.

Upon entering this school year as a member of a team or organization representing Platteview High School, it is understood that participation is a privilege and requires a standard of behavior somewhat higher than others.

Upon recommendation of the coach or sponsor to the Assistant Principal/Activities Director, it is understood that failure to adhere to these guidelines could result in a suspension or dismissal from the sport or activity.

Academic Requirement for College Athletic Participation

If you want to practice and play your freshman year at an NCAA Division I or Division II college, you must satisfy the requirements of the NCAA Bylaw 14.3, commonly known as Proposition 48.

The NCAA has established many new guidelines effective August 1, 1996 which directly affects participants. These involve information regarding ACT sum scores, eighth grade courses, grade changes, duplicate courses, academic requirements for an official visit prior to the early signing period for the National Letter of Intent, along with Division I and Division II Freshman Eligibility Standards.

In addition, any freshman wishing to participate in any Division I or II sports must first be certified by an NCAA Initial-Eligibility Clearinghouse. Information about the NCAA Clearinghouse can be obtained from the counselor.

Activities Eligibility/NSAA Requirements

Several of the non-athletic activities fall under the same eligibility guidelines set forth by the Nebraska School Activities Association for athletics. These non-athletic activities are as follows: vocal/instrumental music, speech, journalism, one-act plays, and debate. In order to represent a high school in interscholastic athletic competition, a student must abide by eligibility rules of the Nebraska School Activities Association. If a student does not understand a summary of these rules listed below or he/she needs an explanation of other requirements, consult the high school principal or athletic director.

1. The student must be an undergraduate.
2. The student must be enrolled in at least twenty hours per week and regular in attendance.
3. The student must be enrolled in some high school on or before the eleventh school day of the current school year.
4. The student is ineligible if he/she reaches nineteen years of age before September 1 of the current school year.
5. After a student's initial enrollment in grade nine, he/she shall be ineligible after eight semesters of school attendance. After a student's initial enrollment in grade ten, he/she shall be ineligible after six semesters of school attendance.
6. The student must have been enrolled in school the immediate preceding semester.
7. The student must have passed twenty (20) semester hours of credit the immediate preceding semester.

8. Once the season of a sport begins, a student shall compete only in athletic contests/meets in that sport which are scheduled by his/her school. Any other competition will render the student ineligible for the remainder of the season in that sport. The season of a sport begins with the first date of practice as permitted by NSAA rules. The fall sports' season begins in August and ends with the state meet. The winter sports' season begins in November and ends with the state meet. The spring sports' season begins in February and ends with the state meet.
9. A student shall not participate in sports' camps or clinics during the season of a sport in which he/she is involved, either as an individual or as a member of a team.
10. A student shall not participate on an all-star team while a high school undergraduate.
11. A student is ineligible if his/her parents have changed their domicile to another school district and the student has remained in the former school which is in a different school district unless proper option enrollment forms have been approved.

EXCEPTION: If parents have moved after school has started, the student will be eligible to compete for the remainder of the school year, or if parents have moved during the summer which immediately precedes the school year and the student is in grade twelve and has attended the high school for two or more years, the student is eligible for that school year in the school district from which the parents moved.

12. Guardianship does not fulfill the definition of a parent. If a guardian has been appointed for a student, the student is eligible in the school district where his/her natural parent(s) have their domicile. Individual situations involving guardianship may be submitted to the Board of Control for their review and ruling.
13. A student shall not participate in a contest under an assumed name.
14. A student must maintain his/her amateur status.

Activity Bus Rules:

1. No student shall stand when the bus is moving.
2. Students shall not exchange seats when the bus is moving.
3. Students shall not extend their hands, heads, or objects from the bus when it is moving.
4. Excessive student noise shall be kept to a minimum. (This includes screaming and loud singing.)
5. Students shall be quiet at all railroad crossings.

6. Anything a student brings on the bus should be taken off by that student. (Sponsors should check the bus for litter at the end of each trip.)
7. The bus driver is to drive the bus. Conduct is the responsibility of the activity sponsor or coach and should be assumed by them.
8. Sponsors should be seated so they can observe the entire group and their actions.
9. Communication between the bus driver and sponsor is essential if we are to have safe and organized bus trips.
10. Students should respect all employees and fellow students of the district and may be punished by the principal for their use of profanity, disrespectful actions, or improper behavior. Students are financially responsible for any damage they cause.
11. Food and beverages may not be allowed on the bus, except during activity-related trips as authorized by the sponsor.

Activities on Wednesday night and Sunday

According to the Nebraska School Activities Association, no athletic contests may be scheduled on Sunday. In addition to this, the school wishes to work cooperatively with the churches in the community. There will be no activities scheduled on Wednesday evening. An exception to this will be if a team is required to play in conference, district, or tournament competition.

Chain of Command

Items regarding athletic department policies and problems will be handled within the confines of the athletic department first. All coaches are directly responsible to the Athletic Director, who in turn is responsible to the Principal and Superintendent. Any concerns of the athletic department should first be brought to the Coach and if not resolved to the Athletic Director. If it is of such magnitude that requires outside suggestions or opinions, the Principal or Superintendent will be involved.

Cutting the Squad

1. Cutting an athlete from a squad is a difficult task for any coach. However, with the increasing number of participants, and limited space some athletes must be cut, and this will be done at the coaches' discretion. Any athlete that gets cut from a team may, if he/she desires, try out for another sport during the same season or try out again next year.
2. Athletes can be cut when as an individual they do not follow the athletic guidelines.

Due Process

Due process procedures regarding any of the before mentioned rules, regulations or guidelines will be followed if violations occur. Should a question arise regarding a rule or regulation of the Nebraska School Activities Association and the need arises for an individual to know the operational procedure of the NSAA, they may be found in the NSAA yearbook which can be obtained from the activities' director.

Equipment

All equipment will be checked out to individuals at the beginning of the season by the coach in charge. The athlete will be responsible for this equipment and should be prepared to pay for the cost of replacement if it is not checked in at the end of the season in reasonable condition.

It is the responsibility of the athletes to check in the equipment at the end of the season or immediately should they quit a sport. If the athletes fail to check in their equipment at the designated time, or immediately should they quit a sport, they will be expected to pay for the cost of replacement. Students who refuse to check in or pay for equipment will not be allowed to participate in another sport until the problem is rectified.

All collections for lost equipment will be handled in the respective principal's office.

At no time should an athlete wear equipment checked out to him/her except for practices and contests or when authorized by the coach to do so during the school day. Any athlete found to be wearing school equipment outside of the above mentioned situations or possessing school athletic equipment, can expect to be treated as possessing property not belonging to him or her.

Insurance Coverage

The Platteview School district does not provide injury insurance for athletic participation. Each parent/guardian must return the parent/guardian consent form, and insurance waiver and physical form before the student may participate. The consent form includes a section in which the parent confirms that their student/athlete is sufficiently covered by their own family insurance.

Parents not owning a basic health insurance plan can purchase such insurance through the school office. This insurance must be purchased before practice starts or at the beginning of school, whichever occurs first.

Locker Room Policies

All athletes will be under the direct supervision of the coach in charge while dressing. An athlete must not linger in the dressing room, be rowdy or endanger the safety of others. All cases of misconduct while dressing will be dealt with by the coach in charge.

Athletes are always to respect all equipment and supplies in the training room. Coach's offices and equipment rooms are off-limits to all athletes.

Maintaining Eligibility to Compete

To further the academic mission and team goals of Platteview and/or benefit the welfare of an individual student toward their academic progress, a student may be placed on probation or declared academically ineligible from participation and competition.

In order to maintain academic eligibility to compete in interscholastic activities and athletics, a student must maintain enrollment in and be currently passing a minimum of 4 classes or 20 credit hours. Any Platteview student who fails to maintain passing status is a minimum of 4 classes or 20 credit hours may be declared ineligible to participate and compete, or placed on probation with conditions to be met.

The decision to place a student on probation or be declared ineligible to participate will be at the discretion of the Principal and/or Assistant Principal/Activities Director when a determination is made that the student is not maintaining passing status. Reinstatement to full participation will be at the discretion of the administrator who placed the student on probation or declared him/her ineligible.

Responsibilities

Through voluntary participation, the athlete gives time, energy, and loyalty to the program. He/She also accepts the training rules, regulations, and responsibilities which are unique to an athletic program. In order to contribute to the welfare of the group, the athlete must willingly assume these obligations on and off school property as the role demands that the individual must make sacrifices not required of others during the school year.

School Activity Participation

In order for any student to participate in an activity, they must be in attendance the half day preceding the activity; i.e., afternoon classes for an evening activity, morning classes for an afternoon activity. This includes practices as

well as games. Certain exceptions can be made in case of emergencies if the school is consulted prior to the absence. Only the principal or assistant principal can make the exception for you. Students will be required to provide written notification of an absence in the event of a doctor appointment.

Sports Season Information

NSAA Practice Regulations

According to the NSAA rules, no organized practices may be held in any sport between the close of the previous season and the opening date of practice for the following season. An organized practice shall be defined as such:

Football

An organized practice shall mean more than five players under the direct supervision of a sponsor.

Basketball & Volleyball

An organized practice shall mean more than four players under the direct supervision of a sponsor.

Track, Wrestling, Golf, Cross Country, and Soccer

An organized practice shall mean more than three players under the direct supervision of a sponsor.

Platteview Athletes may not participate in outside, same sport, same season activities.

PRE-PRACTICE REQUIREMENTS

Academically eligible, students in grades 9-12 must be passing four classes, twenty semester hours, the previous semester to be academically eligible.

Ninth grade students are automatically eligible for the first semester.

Every athlete must obtain clearance from the Activities Director's office before the sport season begins. To obtain clearance, the athlete must have a current Physical Exam Form, Parental Consent/Permission Form, Athletic Insurance Waiver Form, signed and on file in the Activity office. The Activities Office will then forward an updated clearance list to the head coach of each sport before the first day of practice. No athlete will be able to participate in practice until these forms are turned in to the Head Coach, then forwarded to the A.D. office.

Examples of these forms are displayed at the end of this handbook. All of the necessary signatures must be complete before this form can be accepted.

Additional Practice Regulations

1. No individual will be allowed to change sports during a season unless they have the approval of both coaches involved.
2. If an individual is dropped from a squad, because of disciplinary reasons, by the coaching staff or if they quit on their own accord, they may not practice for the next sport season using school facilities or under the supervision of a coach until the sport which he/she quit is completed.
3. If an individual is cut from a squad by the coaching staff, he/she may then participate in another sport of that season if permissible under the rules of the Nebraska School Activities Association.
4. No athlete will ever work out using school facilities unless he or she is under the direct sponsorship of a coach or sponsor.

College or Commercial Sponsored Sports' Camps

An athlete can:

1. Compete unattached in the summer and out-of-season during the school year as long as:
 - a. shall not use any school suit or be identified with the school.
 - b. contestants shall not use school equipment.
 - c. the school shall provide no resources for the participants nor release coaches on school time to transport participants to or from the event or to coach out-of-season athletic events.
2. Participate in summer leagues formed for competition by their high school coaches acting on their own, in these leagues. Member schools shall not provide any financial assistance to the students, coach, or organizer of the league, nor shall the school be represented in any way. The school shall not provide uniforms or pay for entrance fees.

Team Travel

Platteview's athletic teams and staff members travel to and from athletic events by school bus or school vehicles. All members of a team will return from a contest by the same transportation - when transportation is provided. Exceptions: An athlete may continue on a trip with only his or her parents after a contest, if the parent has provided written notification to the head coach prior to the team leaving for the activity.

Code of Conduct

CODE OF CONDUCT PLATTEVIEW ATHLETICS & ACTIVITIES

Students participating in activities and clubs will be expected to follow the code of conduct, rules, regulations and consequences as mentioned and detailed throughout this handbook. In situations where participation is part of the grade and the student is suspended from that performance or activity, the student will be given an alternative written assignment to replace the participation aspect of the class.

Any boy or girl is welcome to try out for the interscholastic teams available to them providing they meet the requirements established by the Nebraska State Activities Association and the school and they agree to follow the guidelines established in this booklet.

Athletics are very demanding upon an individual, both mentally and physically. Therefore, an athlete is expected to meet certain requirements:

1. **Attendance at practice and contests:** Athletes are expected to be at all practices scheduled by the coach. Should an athlete not be able to attend a practice, he must contact the coach in advance. Athletes are always expected to be on time for all practices, contests, and departures for contests.

Should an athlete miss a practice or contest without being excused in advance, the athlete may be required to make up this practice, either before or after a regular practice or on an off day, but the total time of the practice will never exceed the normal length of a practice. Should an athlete miss a second practice or contest without being excused in advance, the athlete may be withheld from the next contest which he/she is scheduled to take part in. Should an athlete miss a third practice or contest without being excused in advance, the athlete may be dismissed from the squad for the remainder of the season.

All practices are important, not only to the individual athlete, but to the team as a whole. In some cases, where an athlete must miss practice when he/she is excused in advance, the athlete may be required to also spend some extra time before or after regular practices to make up for the practice time lost. This is the only way coaches can help the individual regain skills which they missed out on because of the absence from practice.

2. **Ejection from contest:** Athletes or fans that are ejected from a contest will be suspended from play from the date of the ejection through the completion of the next contest the athlete or fan was suspended from. If the ejection was during the last contest of the season the suspension will be carried over into the next sport or year.
3. **Quitting or being removed from a sport:** Any athlete who quits a sport or who is removed from a team automatically forfeits any letter he/she has earned during that season for that sport.
4. **No smoking, use of alcohol, or use of tobacco (chewing): (On or off school property)**
Any student/participant engaging in the sale, use, possession (on or off school property) of, or dispensing of alcoholic liquor or controlled substances, as the same may be defined by the laws of the United States of America or the State of Nebraska, and any and all other just causes, as stated in LB503, can, and will, be suspended from competition. This policy also pertains to any senior still under some form of athletic competition, whether they have, or have not, received their diploma.

First offense

A first-offense for smoking, drinking, or drugs will result in forfeiture of participation of one-fourth (1/4) of the season of the interscholastic competition or meets. The athlete may continue to attend and participate in all practice sessions during the first offense suspension; if the infraction occurs with less than one-fourth (1/4) of the season remaining. The percentage of non-participation may be carried over to the next sport in which the athlete is a participant, not to be carried over to the next school year.

Note: Students should be aware that if they are suspended from activities due to a violation of the school participation rules, this means you are in-

eligible for all school activities during the period of suspension. These are minimum penalties.

Self-Reporting

On a student's first violation of a rule listed in this policy, the student may reduce the exclusion from the activity or activities by one-half by:

- Self-reporting to the athletic director within the first school day after the violation occurs.

Self-Reporting is an admission that the student violated a rule. And:

- In drug/alcohol violations completing an evaluation performed by a qualified drug alcohol counselor (at the parent's expense) and following the recommendations.
- In other violations an intervention with the student, parent, coach, Athletic Director and School Counselor will be held. Students that violate a rule at school, at a school activity, or being witnessed by a school staff member may not self-report.

The self-report option is only available to first-time offenders once during their high school (grade 9-12) career.

Second offense

A second offense will result in forfeiture of all privileges of athletic participation for the current activity for the remainder of the season, which may be carried into the next activity season if there is less than 1/4 of the current season remaining.

Third Offense

A third offense will result in forfeiture of all privileges of athletic participation for one calendar year.

Fourth Offense

A fourth offense will result in forfeiture of all privileges of athletic participation for the remainder of their enrollment at Platteview High School.

Probationary Period:

Students who violate any provision of this activity policy will be given a probationary period of one year. During the probationary period, Platteview High School will support and work with the student/athlete by arranging meetings with the school counselor and assigned head coach.

The meetings will continue until all parties are in agreement that the offense will not reoccur. Upon successful completion of the probationary

period the student/athlete may have the activity code violation removed from their record.

Criminal or delinquent charges: Any student of Platteview Junior/Senior High School who, during the school term (school term to include fall season practices before the school term starts), is:

- self admitting to being involved or possessing any illegal drug or alcoholic beverage
- convicted of any criminal charge involving the use or possession of any illegal drug or of an alcoholic beverage; or,
- determined to be a delinquent child under the juvenile statutes as a result of the use or possession of any illegal drug or of an alcoholic beverage; or,
- convicted of any criminal charge or determined to be a delinquent child under any other circumstance.

The student shall be ruled ineligible to participate in one-fourth of the interscholastic contests. The individual may continue to practice with the squad during this suspension period. The student may be withheld from contests from the time of known arrest or from the time of known charge under criminal or juvenile act if the activities' director and/or coach feels the evidence supports the charge. If convicted as charged or found to be delinquent as above stated, the suspension period will start at the time of the arrest or at the time the charge is made. If found not guilty, or found not delinquent, the suspension will be lifted immediately. Should the student be in violation of the before mentioned policy for the second time during any school year, the student will be withheld from the activity program for the remainder of the semester.

All cases of misconduct by the student concerning the above policy will be reviewed by the activities' director, the respective head coach, and the building principal. Should a student and/or his/her parents ever have a question concerning this activity policy or any other parts of these athletic guidelines, they may request a conference with the before-mentioned to discuss the matter.

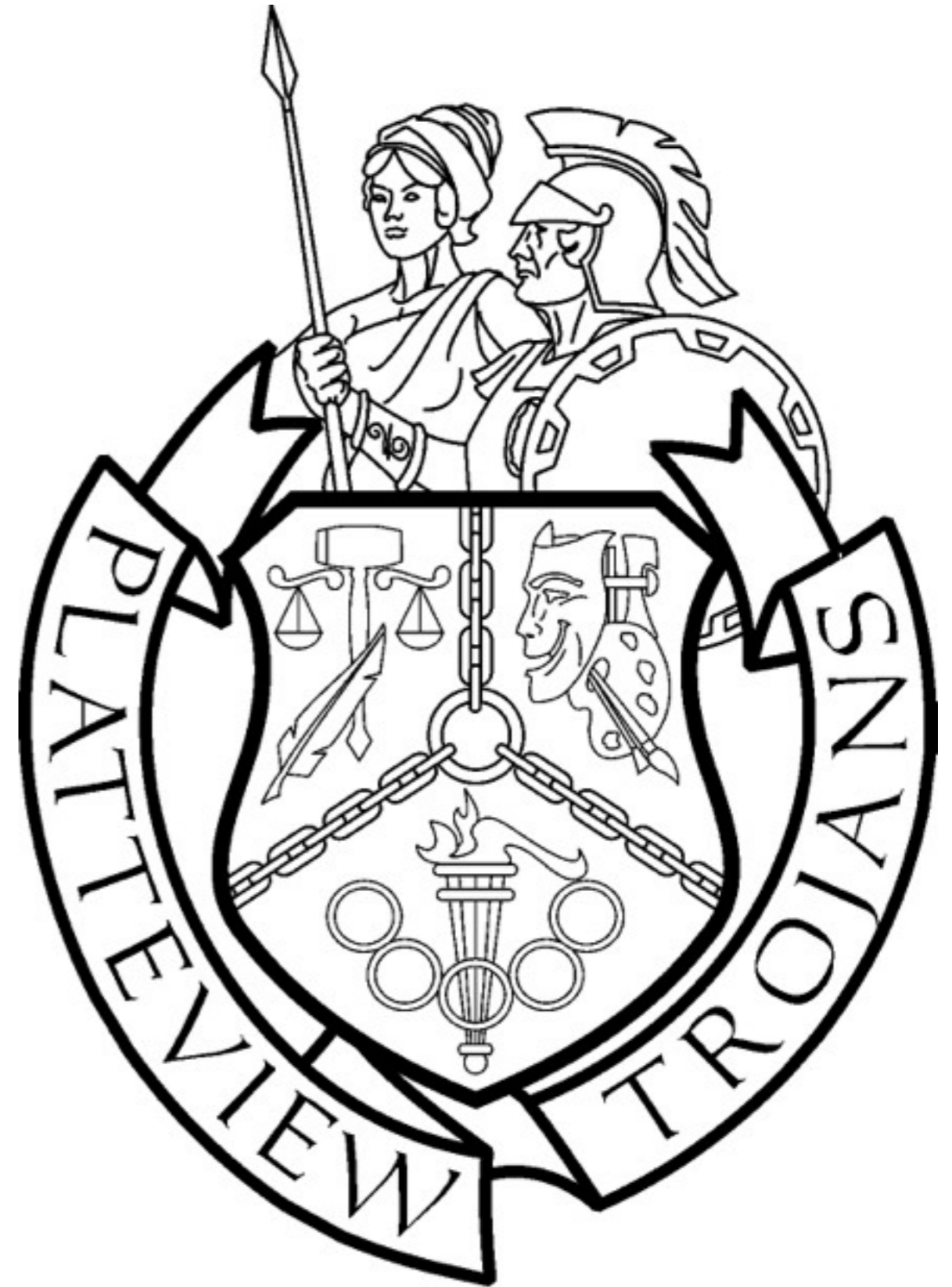
Upon the knowledge of the school of any student being in conflict with the before-mentioned policy, a contact will be made within three days between the student, the building principal, and the activities' director. All penalties administered to the student by the school as the result of this conference will be forwarded immediately to the parents by letter for the

parents' information. After receipt of the letter by the parents, should there still remain a question; the parents may then request, within three calendar days, a conference between the before-mentioned individuals to discuss the matter further.

DUE PROCESS

Due process procedures regarding any of the before mentioned rules, regulations or guidelines will be followed if violations occur. Should a question arise regarding a rule or regulation of the Nebraska School Activities Association and the need arises for an individual to know the operational procedure of the NSAA, they may be found in the NSAA yearbook which can be obtained from the activities' director.

Student Fees Schedule



Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Secondary Program		
Physical Education classes	Appropriate clothing (non-specialized attire)	Soft Soled/Tennis shoes and socks, running shorts, T-shirt
Art Fees	Fee for materials	Advanced Art, Commercial Design, Painting - \$20 Semester; Drawing - \$8 Semester; Independent Art - \$10 Semester; Three Dimensional Art - \$25
Art and shop classes and special projects, science classes	Appropriate clothing (non-specialized attire) Goggles-1 pair provided per year. If lost or damaged, students are required to purchase a new pair.	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged, protective clothing for shop classes; approved protective goggles for science classes.
Music-Optional band courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, etc.) Limited instruments available for use by any student. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instrument.
Classroom Supplies	General supplies, such as writing instruments (pens, pencils, crayons, markers), notebooks, etc.	Necessary classroom supplies will be made available by the school. Students will be responsible for the replacement cost of damaged or lost supplies. Students are encouraged but not required to bring items from class supply lists which may be handed out by the office or individual teachers.
Classroom Projects, i.e., Industrial Technology, Family and Consumer Science	Project Cost (Which may be a fee charged)	Student pays cost that is beyond the standard project provided by the school.
Advanced math or science classes	Specialized calculators	Some calculators will be available at school. If lost or damaged, a replacement fee will be assessed at a rate paid by the school. Students are encouraged but not required to purchase such equipment for their personal use.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (.10) per page when charges apply.
School Meals		Lunch--\$2.55; Milk - \$0.55; Prices are maximums based on one meal per day, and will vary depending on the number of meals or items purchased by the student, and may be adjusted during the year.

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally about \$70.
College entrance tests and preparation	Prep programs & tests	Costs of college entrance tests or prep courses, such as ACT preparation tutoring, PSAT test, and ACT test, are optional and to be paid directly to the private companies involved.
Summer school courses	Classes offered during the summer, or at night, if any	Drivers education class: \$330; other classes \$50 to \$200 per class; none for free-reduced lunch students
Locker usage	Use of school padlock	\$5.00 fee if damaged or not returned at the end of the year.
Industrial Technology	Fees for general materials	Manufacturing Technology - \$120 Year; Production Systems - \$65; Technology Systems - \$15
Family and Consumer Science	Fees for general materials	Nutrition and Foods, Advanced Nutrition and Foods - \$10; Culinary Arts - \$15
Business Classes	Workbooks	\$25
Music Theory	Fees for general materials	\$25
Photography	Fees for general materials	No more than \$50 per year.
Marching Band and Musical Groups	Equipment and attire.	Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Instrument Rental Fee is \$35 for Tier 1 and \$60 for Tier 2 per year for use of school owned instruments. Uniforms for the marching band will be supplied by the school. For High School Band students, a \$25 uniform cleaning fee is required. For High School Vocal students, a \$15 choir robe cleaning fee is required.
Extracurricular and other programs	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
iPad Use	Fee for self-insurance program for iPads.	\$35 per year; max \$100 per family per year. See iPad handbook for damage and replacement fees.
Athletic Programs		
Admission	Spectator fees for admission to events	\$6.00 per event maximum. Students may purchase an Activity Pass for \$40.00 per year. For District and Conference events hosted by the School, cost to be set by NSAA but not to exceed \$20.00 per event.
Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Equipment and Attire	Students are responsible for required equipment and attire appropriate to the sport or activity which are not provided by the school, and are responsible for any optional clothing, equipment, or other items associated with the sport or activity. Uniform items are checked out to students. If lost or damaged, students will be assessed fees in the amount of replacement cost.	Required items include athletic undergarments (supporter, bra, socks, and undershirts), practice attire, including shorts, shirts, socks and shoes suitable for the activity, and dress attire suitable for team travel. Optional items for which students are responsible include: personal athletic bags, hair ties, sweat bands, non-required gloves, swim goggles, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.) Additional required items for particular sports or activities include: Basketball -- No additional, Football -- Mouthpiece, Golf -- Golf bag and clubs, Speech -- Dress attire; copies of research; Track -- No additional, Volleyball -- Volleyball knee pads, Wrestling -- No additional, Cheerleading and Flag Team Squads -- Shoes, approved uniforms (top & skirt; jacket), poms and other accessories
Travel meals	Meals	Students are responsible for their own meals while traveling.
Locker use	Padlock for locker	\$5.00 fee if damaged or not returned at the end of the year.
Camps and Clinics	Registration and other costs of camps or clinics	Students are responsible for the cost of all clinics, camps, and conditioning programs. Any personal items purchased at camps or clinics, such as t-shirts, shall be at the student's expense.
Athletic Clubs	Letterman's club and other clubs supporting the athletic program	Annual dues not to exceed \$50.00 per club.
Music Optional Show Choir	Coordinating group attire	Students will pay for outfits selected by the group. Cost will be based on selection at a maximum of \$200.
Clubs/Organizations		
Skills USA	State & national dues, meals and activities	Annual dues not to exceed \$30.00 per club.
FBLA	State & national dues, meals and activities	Annual dues not to exceed \$20.00 per club.
National Honor Society	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$20.00 per club.
Student Council	State & national dues, meals and activities	Currently no dues required. Annual dues not to exceed \$20.00 per club.
Social & Recognition Activities		
School plays, musicals and social activities	Admission to events	\$3.00 per play or activity

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
School dances	Admission to prom, home-coming, etc.	Up to \$40.00 per event
Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$60.00 annually for rental and decoration of dance facilities, punch and snacks at social activities, memorials and recognition plaques, flowers, and cards, and similar class activities. The payment of such an assessment shall be strictly voluntary, but students who do not pay may be denied admission to extracurricular activities supported by the class dues.
Picture Packets	Optional - Pictures are still taken for use in school yearbook.	Students purchase packets as desired and pay directly to photo company.
Senior recognition assessment	Optional graduation activities	Participation in class activities attendant to graduation (such as being part of the composite picture, special yearbook pages, etc.) is not required in order for students to receive their high school diploma. Students who choose to participate will be required to pay the cost of the items involved in the graduation ceremony and attendant class activities. This may include the rental of graduation robes (\$35), caps, tassels, class flowers, one mother's flower, class gift, yearbook picture page, and class composite picture. A single Senior Class Recognition Assessment, not to exceed \$50, will be assessed to those Seniors who elect to participate in such activities. Expenses for above mentioned items will be paid out of the "Class Activity" account until funds are depleted. After this fund is empty, students will be responsible for all optional graduation activity costs.

Program	General Description of Fee or Material	\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required
Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - students will be assessed a fee no more than \$20 and will be responsible for meals. Students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000 per student. If the trip is not school sponsored, the costs of the trip are not subject to this policy and no fee waivers will apply. A trip is not school sponsored: it is not supervised or administered by the school, attendance on the trip does not count toward graduation credit or grade advancement, and participation on the trip is voluntary for students.



PLATTEVIEW HIGH SCHOOL

14801 South 108th Street
Springfield, Nebraska 68059

T 402.339.3606
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Angela Simpson, Principal
Steve Joekel, Assistant Principal

To: Brett Richards
Springfield Platteview Board of Education

From: Angela Simpson
Holli Kirwan
Social Science Department
Career Education Department

Date: June 24, 2013

Subject: Addition of a Listed Class to Graduation Requirements

As the Social Science department worked with Mrs. Kirwan on the newest Social Science standards it became clear that several of our financial literacy standards are embedded in another course, Personal Finance. Since the standards are already clear in that course we will request to add Personal Finance as a required course in the graduation requirements for the Class of 2017, the incoming ninth grade class. We are not asking for an increase in the number of credits from the current 50 but just to specify one course that is included in the required courses. This also would move the Personal Finance course out of the mathematics count for graduation, because courses cannot count two times in the requirement.

I have attached the adjust policy to this memorandum.

Proposed Policy:

Students may graduate from Platteview High School by meeting the following criteria:

1. Complete eight (8) semesters of class work and earn 50 units of credit in the following areas:

English 8 units
To include English 9(2), English 10(2) and English 11(2).

Social Studies 8 units
To include Geography(1), Civics(1), Contemporary World History(2), US History(2) and US Government(2).

Mathematics 6 units
To include Algebra 1(2) and Geometry(2).

Science 6 units
To include Earth Science or Physical Science(2) and Biology(2).

Physical Education 9 2 units
To include Physical Education 9 (1)

Health 10 1 unit

Information Technology 1 1 unit

Personal Finance 1 unit

Total Required 33 units
Total Elective 17 units

2. Attend Platteview High School for two semesters.
3. Apply with the Principal for early graduation* by June 1st of the summer preceding graduation. The application must be endorsed by both the student and their parents/guardians during the spring semester preceding the year early graduation is desired. The application must be approved by both the Principal and the Counselor.

*Early graduation is defined as meeting state and local requirements and as leaving school upon the completion of seven semesters.

Regulations for Early Graduation from Platteview High School

Students may graduate from Platteview High School in seven semesters provided they have met the following requirements:

1. Earned 50 units of credit.
2. A grade of 4 or higher must be maintained in all courses used to fulfill graduation requirements.
3. A student must have an application regarding the approval or denial of their child's application.

4. Parents will receive written notification regarding the approval or denial of their child's application.
5. Seniors wishing to change graduation plans and remain in school the second semester shall:
 - a. have a counselor together with the parents/guardians.
 - b. sign a statement that they will comply with the attendance requirement for the second semester.
 - c. carry a minimum of 5 units.
5. In extremely rare instances, and in the best interest of the student and the school, it may occur that graduation at the end of six (6) semesters is desirable. In such cases there will be no compromise on the units required for this to occur. The principal, counselors, and student and parent or legal guardian will meet to review the individual case and the Superintendent would render a decision based on their recommendation. The decision is final and is not subject to review. Then request for this extreme early graduation must be made by January 1 of the year in which they anticipate graduation.

Miscellaneous

1. Early graduation terminates the student's relationship with the regular school program. The Nebraska School Activities Association prohibits any early graduate from competing in any interscholastic activity sponsored by the NSAA.
2. Early graduates are welcome to attend the Junior/Senior Prom.
3. Early graduates may participate in the annual spring Commencement program.
4. Early graduates become ineligible to participate in co-curricular activities which include cheerleading and drill team.

EHA Announces Opportunities for Optional Open Enrollment

The Educators Health Alliance (EHA) Board is announcing two alternatives for EHA subgroups to have an Open Enrollment on September 1, 2013.

First, under current EHA underwriting practices an Open Enrollment is available for any subgroup making a 'substantial change' in the employer contribution to the health plan. A description of what constitutes a 'substantial change' is available on the EHA Website or from Blue Cross Blue Shield of Nebraska (BCBSNE), who is responsible for the administration of the practice.

Second, the EHA Board is pleased to announce that in its December 10, 2012 meeting the following resolution was passed, creating further options for EHA subgroups to have an Open Enrollment if this is desired at the local level:

“An Open Enrollment option be available for the 2013-14 contract year and in order to opt in, representatives from the district must meet with and consult with the local association representation prior to a decision and a notarized affidavit must be completed noting that a meeting occurred, when it occurred, and who was present.”

A copy of the affidavit to be used for this purpose will be posted on the EHA website. For EHA subgroups that are not represented by a local employee association, no affidavit is required and notification of the desire for an Open Enrollment should be provided to BCBS of Nebraska.

The Open Enrollment allows employees and dependents, which are eligible to participate but have not previously enrolled in the EHA plan, an opportunity to enroll in the plan without any late enrollment restrictions or penalties.

The Affordable Care Act (ACA) requires employers, under certain conditions, to provide access to health insurance effective January 1, 2014. Employers may be subject to penalties if they do not provide access to health insurance. Further, employers may be subject to penalties if they provide health insurance, but that insurance is 'unaffordable', (as defined in the law), and employees who's health plan contribution is 'unaffordable' then get their health insurance from an Exchange and receive a Premium Tax Credit through the Exchange, (available to families under 400% of the Federal Poverty Level).

In light of the potential for employer penalties, the ACA may create the incentive or need for some EHA subgroups to change their policy toward contributions to their health insurance offering. In cases where employer contributions are changed, individual employees and families may also have new incentives or need to now enroll in the EHA health insurance plan. In order

to accommodate this situation, the EHA is announcing these opportunities for an Open Enrollment for any EHA subgroups that choose to do so.

The Open Enrollment opportunities are being announced now so that the flexibility they provide for can be utilized in the current bargaining period.

For further information please contact EHA Plan Representative Greg Long at 402-440-1358 or Kent Trelford-Thompson at BCBSNE at 402-458-4810.

**AFFIDAVIT - MEETING TO MEET AND CONFER REGARDING THE EDUCATORS HEALTH ALLIANCE
- OPTIONAL OPEN ENROLLMENT PERIOD FOR 2013-2014 CONTRACT AND SCHOOL YEAR**

COMES NOW _____, being first duly sworn upon oath, and hereby states as follows:

1. The undersigned is the [Insert position with school district board education] as of the date of this Affidavit, and is a member of the negotiations team representing the Board of Education of the [Insert School District Name] Public/Community School District] with regard to the negotiation of the terms and conditions of the negotiated agreement for the 2013-2014 contract and school year.

2. The Board of Education negotiations team met and conferred with the representatives of the [Insert Community/School Name] Education Association on [Month, Date and Year] to discuss the option of participating in the Educators Health Alliance (EHA) "Optional Open Enrollment Period" effective for the 2013-2014 contract and school year.

3. In attendance at the meeting of the Board of Education negotiations team and the [Insert Community/School Name] Education Association were the following persons:

Name	Position	School District or Association

4. At such meeting the Board of Education negotiation team members and the Associations negotiation team members discussed the opportunity to participate in the EHA "Optional Open Enrollment" period for the 2013-2014 school and contract year and the ramifications of such open enrollment period to the total compensation package and compensation and benefit structure for the 2013-2014 contract and school year, and including not limited to the employer's contribution to retirement plans, health insurance premiums, or cash equivalent payments and any other costs, including Federal Insurance Contribution Act contributions.

5. At the conclusion of the meeting the Board of Education and Association (check applicable box):

Jointly agreed to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year;

Jointly agreed NOT to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year;

Board of Education did NOT agree to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year; or,

Association did NOT agree to participate in the Optional Open Enrollment period for the 2013-2014 contract and school year, however, the Board of Education determined to participate in the Optional Open Enrollment Period for the 2013-2014 contract and school year.

Dated this ____ day of _____, 201__.

FURTHER AFFIANT SAYETH NOT.

AFFIANT

SUBSCRIBED AND SWORN to before me this ____ day of _____, 201__.

NOTARY PUBLIC

CONTRACT FOR SUPPLEMENTAL SERVICES

DRIVER EDUCATION

2013 - 2014

Educational Service Unit No. 3, hereinafter referred to as ESU #3 proposes to furnish supplemental services pursuant to 79-2201 et seq R.R.S. 1943 to the **South Sarpy #46 School District**, Sarpy County, Nebraska, hereinafter called the School for the 2013-2014 school year.

This Agreement is subject to the following terms and conditions:

1. SERVICES.

ESU #3 will provide the instructor, automobiles, and all costs relating to maintenance, insurance, and behind-the-wheel training for driver education students. This service will not be available to physically handicapped students, as ESU #3 does not have the equipment or the expertise to provide this service. ESU #3 will provide a curriculum consisting of 20 hours of classroom and 3-4 hours behind-the-wheel.

2. STUDENTS.

Minimum number of students will be 10.

WHEN PROVIDED:

_____ Saturday Hours	_____ Est. No. Students
_____ Summer Program	_____ Est. No. Students

3. COMPENSATION.

The School shall pay to ESU #3 for said services as follows:

Total Program \$339/student

4. TERMS.

Payment will be made by the School to ESU #3 at the completion of each service segment. Payment will be due 30 days after billing date.

5. CONDITION.

This proposal shall become a valid contract only when accepted by an authorized representative of the School and subsequently approved by an authorized representative of ESU #3.

Treasury Notes

Continuing to Implement the ACA in a Careful, Thoughtful Manner

By: Mark J. Mazur

7/2/2013

Over the past several months, the Administration has been engaging in a dialogue with businesses - many of which already provide health coverage for their workers - about the new employer and insurer reporting requirements under the Affordable Care Act (ACA). We have heard concerns about the complexity of the requirements and the need for more time to implement them effectively. We recognize that the vast majority of businesses that will need to do this reporting already provide health insurance to their workers, and we want to make sure it is easy for others to do so. We have listened to your feedback. And we are taking action.

The Administration is announcing that it will provide an additional year before the ACA mandatory employer and insurer reporting requirements begin. This is designed to meet two goals. First, it will allow us to consider ways to simplify the new reporting requirements consistent with the law. Second, it will provide time to adapt health coverage and reporting systems while employers are moving toward making health coverage affordable and accessible for their employees. Within the next week, we will publish formal guidance describing this transition. Just like the Administration's effort to turn the initial 21-page application for health insurance into a three-page application, we are working hard to adapt and to be flexible about reporting requirements as we implement the law.

Here is some additional detail. The ACA includes information reporting (under section 6055) by insurers, self-insuring employers, and other parties that provide health coverage. It also requires information reporting (under section 6056) by certain employers with respect to the health coverage offered to their full-time employees. We expect to publish proposed rules implementing these provisions this summer, after a dialogue with stakeholders - including those responsible employers that already provide their full-time work force with coverage far exceeding the minimum employer shared responsibility requirements - in an effort to minimize the reporting, consistent with effective implementation of the law.

Once these rules have been issued, the Administration will work with employers, insurers, and other reporting entities to strongly encourage them to voluntarily implement this information reporting in 2014, in preparation for the full application of the provisions in 2015. Real-world testing of reporting systems in 2014 will contribute to a smoother transition to full implementation in 2015.

We recognize that this transition relief will make it impractical to determine which employers owe shared responsibility payments (under section 4980H) for 2014. Accordingly, we are extending this transition relief to the employer shared responsibility

payments. These payments will not apply for 2014. Any employer shared responsibility payments will not apply until 2015.

During this 2014 transition period, we strongly encourage employers to maintain or expand health coverage. Also, our actions today do not affect employees' access to the premium tax credits available under the ACA (nor any other provision of the ACA).

Mark J. Mazur is the Assistant Secretary for Tax Policy at the U.S. Department of the Treasury.



**Board of Education
Future Planning
July 8, 2013**

1. 7/12/13- Foundation Dinner/ Auction, Millard Social Hall, 6 PM
2. 7/21/13- Board Retreat 8:30 AM
3. 7/23/13- NASB School Finance Workshop, Lincoln, NE 5:30-8:45 PM
4. 8/9/13- All Teachers Report
5. 8/12/13- Regular Board Meeting: 6 PM- Amer./Curriculum Cmte.; 6:30 PM- Finance
6. 8/15/13- 1st Day of School
7. 8/26/13- Board Work Session 7 PM