

Board of Education Regular Meeting

July 13, 2015 6:00 PM

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

Agenda

- I. Policy 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. Statement of Activity Fund Accounts
 - V.D. Recommendation for Bill Payment
 - V.E. Open and Option Enrollment Applications
- VI. Items From Patrons on Agenda Items
- VII. Old Business
 - VII.A. 2016-17 School Calendar
 - VII.B. Taher Contract Renewal
 - VII.C. Contract with DLR Group to Conduct Facility Audit Update, Cost Options and Basic Architectural and Engineering Design, Bidding and Construction Observation Services at Westmont and Platteview Central. District Enrollment Projection Update, Facility Capacity Assessment, and New Elementary School Site Evaluation and Concept Planning.
- VIII. New Business
 - VIII.A. Student Fee HEARING 7:30 PM
 - VIII.B. Policy 5416- Student Fees (Annual Review and appendix update)
 - VIII.C. Policy 6400- Parent Involvement Policy HEARING 7:35 PM
 - VIII.D. Elementary Student Handbook 2015-16
 - VIII.E. PCJH Student Handbook 2015-16
 - VIII.F. PHS Student Handbook 2015-16
 - VIII.G. ESU #3 Core Service Funds and Property Tax Levy Funds Purchase
 - VIII.H. ESU #3 Driver's Ed Contract for 2015-16
- IX. Items from Patrons on Items Not on Agenda
- X. Advance Planning
- XI. Executive Session
 - XI.A. Negotiations on School District Boundaries
- XII. Adjourn

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

The policy of [Name] Public Schools is to not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in admission or access to, or treatment with regard to employment or with regard to its programs and activities.

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

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

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

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

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

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

- b. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults or intimidation based on a person's age.
- c. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the work place, classroom or educational environment.

Sexual harassment may exist when:

- (a) Supervisors or managers make submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
- (b) Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
- (c) The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, class room or educational environment.

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

2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of [Name] Public Schools.

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

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;

Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)

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

Date of Adoption: [Insert Date]

Business OperationsProcedures—Bidding Construction Projects

The District shall bid every project for the construction, remodeling, or repair of any school-owned building or for site improvements when the contemplated expenditures for the project is in excess of \$100,000.00, or such sum as adjusted pursuant to §73-106. The bidding procedures shall comply with the requirements of state law and shall include the following:

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

performance of the contract. Such bond shall contain such provisions as are required by statutes, and be in a form prescribed and required by the district.

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

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

Date of Adoption: [Insert Date]

Business Operations

Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
 - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
 - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
 - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political

advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or receiving such communications may delete them immediately without obtaining approval.

- ii. *Less than permanent retention records.* These records are governed by the retention period for equivalent hard copy records as specified in the approved records retention and disposition schedules. These records should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. Employees creating or receiving such communications may delete or destroy the records only according to the applicable retention schedule. Questions relating to the retention or destruction of these records should be referred to the records officer.
 - iii. *Permanent/archival retention records.* These are records scheduled for transfer to the Nebraska State Historical Society (NSHS). Decisions relating to such records should be made by the records officer in consultation with NSHS, and the State Records Administrator about either transferring the records or maintaining them in the agency of origin. If the transfer decision is made, the method, frequency and format of the transfer should be determined cooperatively by the records officer, the NSHS, and the State Records Administrator.
- c. Electronic Storage Limitations. The district's computer systems have storage limitations. E-mails are deleted by the computer system within 60 to 90 days to avoid operational problems. End-users are instructed that electronic messages that are required to be maintained past that time period should be converted to hard copy (printed) or an electronic format which can be retrieved and interpreted (downloaded) for the legal retention period. The retention period for the particular record is the best indicator of which storage medium or format to choose.
- d. Proper Use of Electronic Messages.
- i. Non-Discrimination. Electronic messaging is not permitted to be used to promote discrimination on the basis of race, color, national origin, age, marital status, sex, political affiliation, religion, disability or sexual preference; promote sexual harassment; or to promote personal, political, or religious business or beliefs.
 - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic

messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that represents a form of the employee's compensation. Electronic messaging is not permitted to be used for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

- iii. Conduct. Employees shall not read electronic messages received by another employee when there is no school purpose for doing so, send electronic messages under another employee's name without the employee's consent or administrative authorization, or change or alter any portion of a previously sent electronic message without administrative authorization.
- iv. Other Regulations. Electronic messaging is subject to all requirements of the school district's "Acceptable Use of Computers, Network, Internet and Websites" policy and may be monitored and accessed at any time without prior notice. The school district has complete authority to regulate all electronic messaging. Electronic messaging is a privilege and not a property right and is not a public forum. Electronic messaging is made available subject to all board policy and regulations, these regulations, building guidelines, use agreements, handbook provisions, and all administrative orders or directives as issued from time to time.

4. Electronic Records

All books, papers, documents, reports, and records kept by the District may be retained as electronic records. Minutes of the meetings of the school board may be kept as an electronic record.

5. Litigation Holds

When litigation against the District or its employees is filed or threatened, the District will take all reasonable action to preserve all documents and records that pertain to the issue. Such action will in particular be taken when the litigation may be filed in federal court or otherwise subject to federal rules of discovery.

As soon as the District is made aware of pending or threatened litigation, a litigation hold

directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

The litigation hold directive overrides any records retention schedule that may otherwise call for the disposition or destruction of the records until the litigation hold has been lifted. E-mail and computer accounts of separated employees that have been placed on a litigation hold will be maintained by the records officer until the hold is released.

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

No employee who has been notified of a litigation hold may alter or delete an electronic or other record that falls within the scope of the hold. Violation of the litigation hold may subject the employee to disciplinary actions, up to and including dismissal, as well as personal liability for civil and/or criminal sanctions by the courts or law enforcement agencies.

6. Settlement Agreements

A public written or electronic record of all settled claims shall be maintained.

The record for all such claims settled in the amount of fifty thousand dollars or more (or one percent of the total annual budget of the School District, whichever is less) shall include a written executed settlement agreement. The settlement agreement shall contain a brief description of the claim, the party or parties released under the settlement, and the amount of the financial compensation, if any, paid by or to the School District or on its behalf. Any such settlement agreement shall be included as an agenda item on the next regularly scheduled public meeting of the School Board for informational purposes or for approval if required.

Any such settled claim or settlement agreement shall be a public record. Nonetheless, specific portions of the record may be withheld from the public to the extent permitted or provided by statute.

The foregoing does not apply to claims made in connection with insured or self-insured health insurance contracts.

Legal Reference: Neb. Rev. Stat. " 84-712 through 84-712.09
Neb. Rev. Stat. " 84-1201 to 84-1227
Laws 2010, LB 742
State Records Administrator Guidelines:
 Schedule 10: Records of Local School Districts (Feb. 1989)
 Schedule 24: Local Agencies General Records (March 2005)
 Electronic Imaging Guidelines (March 2003)

Date of Adoption: [Insert Date]

Personnel - All EmployeesEqual Opportunity Employment

It is the policy of [Name] Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status, and to not fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment, because of such individual's sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status.

There shall be no discrimination by school officials against any employee because of membership or activity in an employee organization or because of protected free speech activities.

Date of Adoption: [Insert Date]

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

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

The [Name] Public Schools does not discriminate on the basis of **sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition**, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. **Reasonable accommodations will be provided to employees with disabilities and to those who are pregnant, have given birth, or have a related medical condition, as required by law.** The following persons have been designated to handle inquiries regarding the non-discrimination policies:

Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at **601 East 12th Street, Room 353**, Kansas City, MO 64106, **(800) 368-1019** (voice), Fax (816) **426-3686**, (800) **537-7697** (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or

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

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

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

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

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

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

- a. Unwelcome sexual advances or propositions,
- b. Requests or pressure for sexual favors,
- c. Comments about an individual's body, sexual activity, or sexual attractiveness,
- d. Physical contact or touching of a sexual nature, including touching intimate body parts and inappropriate patting, pinching, rubbing, or brushing against another's body,
- e. Physical sexual acts of aggression, assault, or violence, including criminal offenses (such as rape, sexual assault or battery, and sexually motivated stalking), against a person's will or where a person is incapable of giving consent due to the victim's age, intellectual disability, or use of drugs or alcohol,
- f. Requiring sexual favors or contact in exchange for aids, benefits, or services, such as grades, awards, privileges, promotions, etc., or

- g. Gender-based harassment; acts of verbal, nonverbal, written, graphic, or physical conduct based on sex or sex-stereotyping, but not involving conduct of a sexual nature.

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

principal).

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

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

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

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

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant**. Periodic status updates will be given to the parties, if necessary.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and

- employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be “on call” to assist victims of sexual harassment or violence whenever needed.
 - c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing, investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
 - d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
 - e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
 - f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District’s policies against anti-discrimination, anti-harassment, and anti-retaliation.
 - g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

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

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

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.

- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

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

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.

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

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

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption: [Insert Date]

Notice of Nondiscrimination

The [Name] Public School District does not discriminate on the basis of **sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition**, 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: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact the OCR at **601 East 12th Street, Room 353**, Kansas City, MO 64106, **(800) 368-1019** (voice), Fax (816) **426-3686**, (800) **537-7697** (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

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

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

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

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

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

Received by: _____ Signature: _____
Date: _____

FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS

1. **Notice of Requirements for Student Admission—Birth Certificate, Immunization, Physical Examination and Visual Evaluation**
2. **Immunization—Affidavit of Refusal—For Reason of Religious Conflict**
3. **Immunization—Affidavit of Refusal—For Reason of Religious Conflict (Alternative: HHS Form)**
4. **Immunization—Affidavit of Refusal—For Medical Reason (HHS Form)**
5. **Immunization—Medical Documentation of Varicella (Chickenpox) Disease (HHS Form)**
6. **Physical Examination or Visual Evaluation---Parent Objection Form**
7. **Waiver of Physical Examination/Visual Evaluation Requirement (HHS Form)**
8. **HHS Summary of the School Immunization Rules and Regulations 2015-2016**
9. **Affidavit (For Child to Enroll Early in Kindergarten)**
10. **Request for Non Disclosure of High School Personal Information to Institutions of Higher Education and Military Recruiters**
11. **Section 9528. Armed Forces Recruiter Access to Students and Student Recruiting Information**

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

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

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identity and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year **2015-2016** and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

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

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

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

This affidavit is submitted for the following child: _____.

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

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

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

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

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

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 20__.

Affiant

STATE OF NEBRASKA)
) **ss.**
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20__ by _____.

Notary Public

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

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

State of Nebraska

ss.

County of

This Affidavit is being submitted on behalf of

(Name of Student)

(Birthdate of Student)

If the student is of the age of majority:

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

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

If the student is a minor:

I, _____, as legally authorized representative of
(Name of Affiant)

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

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

(Signature of Affiant)

SUBSCRIBED AND SWORN to before me this _____ day of _____

Notary Public

**REFUSAL OF IMMUNIZATION
For Medical Reasons**

As the physician of:

Child's Last Name	First Name	Age
Birth Date	School	Grade

**A. I have elected to not immunize this student against the following disease(s):
(check box*)**

- Diphtheria
- Tetanus
- Pertussis
- Polio
- Measles (Rubeola)
- Mumps
- Rubella (German Measles)
- Hepatitis B
- Varicella (chickenpox)

In my opinion, this/these immunization(s) would be injurious to the health and well-being of

- The student
- A member of the student's household or family

Comments _____

Signature of Physician Date

* Each disease for which a vaccine has not been administered must be checked. Parent /

guardian must submit dates of immunization for all other diseases.

Printed from the Nebraska Health and Human Services System Web site. www.hhs.state.ne.us

Documentation of Varicella (Chickenpox) Disease

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

This document is being submitted on behalf of:

(Name of child/student)	(Birth date of child/student)
-------------------------	-------------------------------

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

had the varicella disease in _____ (year).

(Signature of parent/guardian/medical provider)

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

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

Child No. 1: _____

Child No. 2: _____

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

I hereby object in writing to the:

_____ physical examination

_____ visual evaluation

(check one or both)

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

Dated this _____ day of _____, 20__.

Parent or Guardian

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



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

School Name (if desired)

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

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

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

Check which apply:

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

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

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

SIGN HERE _____
 Signature of Parent/Guardian Date

Comments: _____

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

**Summary of the School Immunization Rules and Regulations
For 2015-2016 School Year**

Student Age Group	Required Vaccines
<p>Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider</p>	<p>4 doses of DTaP, DTP, or DT vaccine, 3 doses of Polio vaccine, 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs. of age 3 doses of pediatric Hepatitis B vaccine, 1 dose of MMR or MMRV given on or after 12 months of age, 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs. of age.</p>
<p>Students from Kindergarten through 12th Grade, including all transfer students from outside the State of Nebraska and any foreign students</p>	<p>3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4th birthday, 3 doses of Polio vaccine, 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age. 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.</p>

Additionally, for 7th Grade Only	1 dose of Tdap (must contain Pertussis booster)
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Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services, 2011. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: <http://www.hhs.state.ne.us/reg/173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)
Updated 2/2014

AFFIDAVIT
(For Child to Enroll Early in Kindergarten)

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

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

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

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

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

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

IN WITNESS WHEREOF, this affidavit is signed and acknowledged this ____ day of _____, 2015.

Parent or Guardian

STATE OF NEBRASKA)

) ss.

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2015 by _____.

Notary Public

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

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

____ institutions of higher education

____ military recruiters

(check one, both, or none)

Signed by: ___ Student ___ Parent (Check One)

_____ Signature/Date

_____ Print Name

_____ Address

_____ City/State/Zip Code

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

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

“(a) POLICY.—

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

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

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

20 USC 7908.

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

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

The [Name] Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, **pregnancy, childbirth or related medical condition**, 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: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____-____ ([Email Address]).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at [601 East 12th Street, Room 353](#), Kansas City, MO 64106, (800) 368-1019 (voice), Fax (816) 426-3686, (800) 537-7697 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's race, color, national origin, religion, disability, age, sex, or other protected category, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

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

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

Discriminatory harassment because of a person's race, color, national origin, religion, disability, age, sex, or other protected category, may include, but is not limited to:

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

Other individuals may report alleged discrimination to the designated coordinator. If the designated coordinator is the person alleged to have committed the discriminatory act,

then the complaint should be submitted to the Superintendent for assignment. A discrimination complaint form is attached to this grievance procedure and is available in the office of each District building, on the District's website, and from the designated coordinators.

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

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

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

The District will investigate all complaints of discrimination, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The District will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this grievance procedure. If the allegation(s) involve possible criminal conduct, the District will notify the complainant of his or her right to file a criminal complaint, and District employees will not dissuade the complainant from filing a criminal complaint either during or after the District's investigation.

The District will complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional

time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. Extenuating circumstances do not include summer vacation, and if a designated compliance coordinator or investigator is unavailable, another coordinator or trained employee will be designated to conduct the investigation. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant.** Periodic status updates will be given to the parties, if necessary.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

- a. A summary of the facts,
- b. An analysis of the appropriate legal standards applied to the specific facts,
- c. Findings regarding whether discrimination occurred, and
- d. If a finding is made that discrimination occurred, the recommended remedy or remedies necessary to eliminate discrimination, including harassment and retaliation, prevent its recurrence, and remedy its effects, if applicable.

If someone other than the designated compliance coordinator conducted the investigation, the compliance coordinator will review, approve, and sign the investigative report. The District will ensure that prompt, appropriate, and effective remedies are provided if a finding of discrimination, harassment, or retaliation is made (see the Remedies section, below, for additional information about remedies). The District will maintain relevant

documentation obtained during the investigation and documentation supportive of the findings and any subsequent determinations, including the investigative report, witness statements, interview summaries, and any transcripts or audio recordings, pertaining to the investigative and appeal proceedings.

The District will send concurrently to the parties written notification of the decision (findings and any remedy) regarding the complaint within **ten (10) working days** after the investigation is completed. The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 11232g; 34 C.F.R. Part 99, permits the District to disclose to a student who was discriminated against or harassed (victim), information about the sanction imposed upon a student who was found to have engaged in discrimination or harassment (student who discriminated) when the sanction directly relates to the victim. This includes an order that the student who discriminated stay away from the victim, or that the student who discriminated is prohibited from attending school for a period of time, or transferred to other classes.

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

If the party is not satisfied with the Superintendent's determination, he or she may file an appeal in writing with the Board of Education **within ten (10) working days** after receiving the Superintendent's determination. The Board of Education will review the appeal, the Superintendent's determination, the investigative documentation and decision, and allow the party to address the Board at the next scheduled Board meeting to present his or her appeal. The Board will issue a written determination about the appeal **within thirty (30) working days** after receiving the appeal. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

4. Remedies:

If the District knows or reasonably should know about possible discrimination, including harassment or violence, the District will take immediate, interim action or measures to protect the alleged victim, ensure the safety of the school community, and prevent further potential discrimination, harassment, or retaliation during the District's pending

investigation. These interim measures will be prompt, age-appropriate, effective, and tailored to the specific situation, and may include a change in the student's seating assignment or class, a change in an employee's work area, prohibiting the alleged harasser from having any contact with the alleged victim pending the result of the District's investigation, and other remedies, such as those listed below.

The District will minimize any burden on the alleged victim when taking interim measures. For instance, the District generally will not remove the alleged victim from his or her class or work area and allow the alleged harasser to remain. In addition the District will ensure that the complainant is aware of his or her Title IX rights, including a strong prohibition against retaliation for reporting discrimination or harassment or cooperating with any investigation or proceeding, and any available resources, such as counseling, health, and mental health services, and the right to file a complaint with local law enforcement, if applicable.

If the District determines that unlawful discrimination or harassment occurred, the District will take prompt and effective action to eliminate the discrimination or harassment, prevent its recurrence, and remedy its effects on the complainant and others, if appropriate. The remedies will be tailored to the specific allegations and facts of each situation, including, but not limited to, the following remedies:

- a. Providing an escort to ensure the complainant can move safely between classes and activities.
- b. Ensuring the complainant and alleged harasser do not attend the same classes.
- c. Moving the alleged harasser to another school or work area within the District.
- d. Providing counseling services or reimbursement, if appropriate.
- e. Providing medical services or reimbursement, if appropriate.
- f. Providing academic support services, such as tutoring.
- g. Arranging for the complainant to re-take a course or withdraw from a class without penalty, including ensuring that any changes do not adversely affect the complainant's academic record.

The District may provide remedies for the broader student population as well, including but not limited to:

- a. Offering counseling, health, mental health, or other holistic and comprehensive victim services to all students or employees affected by sexual harassment or sexual violence, and notifying students and employees of campus and community counseling, health, mental health, and other student services.
- b. Designating an individual from the District's counseling center to be "on call" to assist victims of sexual harassment or violence whenever needed.
- c. Providing additional training to the District's designated compliance coordinators and other employees who are involved in addressing,

- investigating, or resolving complaints of discrimination, harassment, and retaliation, to better respond to specific types of harassment and violence.
- d. Informing students and employees of their options to notify proper law enforcement authorities, including school and local police, and the option to be assisted by District employees in notifying those authorities.
 - e. Creating a committee of students or employees and District officials to identify strategies for ensuring that students and employees:
 - i. Know the school's prohibition against discrimination, harassment, and retaliation.
 - ii. Recognize acts of discrimination, harassment (including acts of violence), and retaliation when they occur.
 - iii. Understand how and to whom to report any incidents of discrimination.
 - iv. Know the connection between alcohol and drug abuse and harassment or violence based on sex or other protected characteristics.
 - v. Feel comfortable that District officials will respond promptly and equitably to reports of discrimination, harassment (including violence) and retaliation.
 - f. Conducting periodic assessments of student or employee activities to ensure that the practices and behavior of students or employees do not violate the District's policies against anti-discrimination, anti-harassment, and anti-retaliation.
 - g. Conducting in conjunction with students or employees, a "climate check" to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

In addition to these remedies, the District may impose disciplinary sanctions against the student or employee who discriminated, harassed, or retaliated against the complainant, up to and including possible expulsion or termination or cancellation of employment.

5. Confidentiality:

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

If a complainant requests confidentiality or asks that the complaint not be pursued, the District will take all reasonable steps to investigate and respond to the complaint consistent with the request for confidentiality or the request not to pursue an investigation, as long as doing so does not prevent the District from responding effectively to the harassment and preventing harassment of other students. If a

complainant insists that his or her name or other identifiable information not be disclosed to the alleged perpetrator, the District will inform the complainant that its ability to respond may be limited. Even if the District cannot take disciplinary action against the alleged harasser, the District will pursue other steps to limit the effects of the alleged harassment and prevent its recurrence, if warranted,

At the same time, the District will evaluate a confidentiality request in the context of its responsibility to provide a safe and nondiscriminatory environment for all students. Thus, the District may weigh the confidentiality request against factors such as: the seriousness of the alleged harassment, the complainant's age; whether there have been other harassment complaints about the same individual and the alleged harasser's rights to receive information about the allegations if the information is maintained by the District as an "education record" under FERPA. In some cases, the District may be required to report alleged misconduct or discrimination, such as sexual harassment involving sexual violence, to local law enforcement or other officials, and the District may not be able to maintain the complainant's confidentiality. The District will inform the complainant that it cannot ensure confidentiality, if applicable.

6. Training:

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should

inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.

- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

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

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).
- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.

- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

8. Preventive Measures:

The District will publish and widely distribute on an ongoing basis a notice of nondiscrimination (notice) in electronic and printed formats, including prominently displaying the notice on the District's website and posting the notice at each building in the District. The District also will designate an employee to coordinate compliance with anti-discrimination laws (see Designated Compliance Coordinator section, above, for further information on compliance coordinator), and widely publish and disseminate this grievance procedure, including prominently posting it on the District's website, at each building in the District, reprinting it in District publications, such as handbooks, and sending it electronically to members of the school community. The District will provide training to employees and students at the beginning of each academic year in the areas (B.6.a-g) identified in the Training section, above.

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

Date of Adoption: [Insert Date]

**Complaint Form
Discrimination, Harassment or Retaliation**

The [Name] Public School District does not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, marital status, pregnancy, childbirth or related medical condition, or other protected status in its programs and activities and provides equal access to the Boy Scouts and other designated youth groups. This complaint form is to be used when a person has a complaint related to discrimination, harassment or retaliation on such bases in regard to employment or the programs and activities of the school district.

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:
Students: [Name of Director], Director of Student Services [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).
Employees and Others: [Name of Director], Human Resources Director [or other title], [Street Address], [City], NE [Zip Code] (____) ____ - ____ ([Email Address]).

Name: _____ Date: _____

(1) Description of the complaint: _____

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

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

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

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

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

Received by: _____ Signature: _____
Date: _____

Homeless Education Program

HOMELESS STUDENT ENROLLMENT INFORMATION & PLACEMENT REQUEST

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

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

Current Address

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

Information provided on this form is confidential.

1. Homeless Status

a. Do you live in any of these following situations?

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

b. How long do you anticipate living in current location?

2. School Most Recently Attended

School: (School Name) (City) (State)

Dates of Attendance: to

Grade level when last attended:

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

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

English Language Learners (ELL) Gifted Vocational Education
 Other _____

4. Possible Barriers to Education

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

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

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

6. Placement

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

b. Reason(s) for Request: _____

c. Name of "School of Origin" _____

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

Enrollment Date _____

Has student been withdrawn? _____

If so, what was the withdraw date? _____

d. Distance from:

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

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

Parent or Guardian or Unaccompanied Youth's signature

Date

Children living in homeless situations have certain rights under the McKinney-Vento Homeless Assistance Act under No Child Left Behind. Please contact the Homeless Coordinator with any questions.

WRITTEN NOTIFICATION OF ENROLLMENT/PLACEMENT DECISION FOR HOMELESS STUDENT

Child's Name: _____

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

Parent/Guardian _____ Unaccompanied Youth _____
(Name) (Name)

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

Homeless student program eligibility:

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

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

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

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

Notices:

- The student has the right to be immediately admitted in the school in which enrollment is sought pending resolution of the dispute.
- You may contact the state coordinator:
Education Specialist & Homeless Education / NCLB Programs
Nebraska Department of Education
<http://www.education.ne.gov/federalprograms/Title%20X.html>
Telephone: (402) 471-1419 Facsimile: (402) 742-2371
- You may seek the assistance of advocates or attorneys.

Administrator

Date

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

Homeless Education Program

DISPUTE RESOLUTION FORM

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

Child's Name: _____

Person completing form: _____ (Name) (Relation to Student)

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

I wish to dispute the following decision: _____

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

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

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

Parent or Guardian or Unaccompanied Youth's signature Date

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

Date received by Homeless Coordinator _____

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

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

Parent/Guardian _____ Unaccompanied Youth _____ (Name) (Name)

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

Explanation for this determination: _____

Notice of Right to Appeal: If you are not satisfied with the determination on this dispute, you have the right to appeal as provided for in the Nebraska Department of Education Rule 19. The

appeal is to be filed with the Commissioner of Education within 30 calendar days of receipt of this decision. For information about an appeal you may contact the state coordinator:

Education Specialist & Homeless Education / NCLB Programs
Nebraska Department of Education
<http://www.education.ne.gov/federalprograms/Title%20X.html>
Telephone: (402) 471-1419 Facsimile: (402) 471-0117

Administrator

Date

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

InstructionFire Drills

Fire drills shall be conducted at such times and manner as is required by the State Fire Marshal.

The frequency of fire drills shall be as follows:

- at a sufficient frequency to familiarize occupants with the drill procedure as a matter of routine;
- every month in each school building in which the facility is in session;
- subject to the exception that a monthly drill may be deferred in months of severe weather, provided that the required number of annual drills is achieved and not less than four are conducted before the drills are deferred; and
- one additional drill shall be conducted within the first 30 days of a school year.

The manner of conducting fire drills shall be as follows:

- emphasis shall be on conducting an orderly evacuation, rather than speed;
- under varying conditions and at expected and unexpected times;
- participants shall relocate to a predetermined location and remain until recalled or dismissed; and
- all emergency and relocation drill alarms shall be sounded

Crisis Plans

Crisis Plans for emergency responses and directions for tornado, evacuation, lockdown, lockout, shelter in place and fire drill activities have been developed. To be in compliance with the fire code, there are to be nine fire evacuation exercises each school year. Two tornado drills are to be exercised and two lockdown drills practiced each school year.

Since many parents may not be at home, all children and faculty will be normally retained at the school building in case of extreme emergency. The school notification system will be activated to inform parents and guardians regarding where children may be picked up at school or at the evacuation site.

Legal Reference: Neb. Rev. Stat. §79-706

Date of Adoption: [Insert Date]

Instruction

Activities

Return to Learn From Cancer

The Superintendent or designee shall make available training approved by the chief medical officer of the State on how to recognize that students who have been treated for pediatric cancer and returned to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff.

A 504 team meeting will be held, as appropriate, to develop individual return to learn accommodations and modifications.

Date of Adoption: [Insert Date]

Special Education Policies

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

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

1. Free Appropriate Public Education

A free appropriate public education shall be made available to all children with disabilities residing in the District from date of diagnosis through the school year in which the student reaches 21 years of age, including children with disabilities who have been suspended or expelled.

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

2. Full Educational Opportunity Goal

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

Legal Reference: 92 NAC 51-004.11A

3. Child Find

All children with disabilities residing in the District, including children with disabilities who are homeless or are wards of the state or attending nonpublic schools, regardless of the severity of their disabilities, who are in need of special education and related services, will be identified, located and evaluated and a practical method shall be developed and implemented by the administration to determine which children with disabilities are currently receiving needed special education and related services.

Legal Reference: 92 NAC 51-006.01 through 006.01A2

4. Individualized Education Program (IEP)

An individualized education program, or an individualized family service plan, is to be developed, reviewed, and revised for each child with a disability in accordance with 92 NAC 51-007.

Legal Reference: 92 NAC 51-007

5. Least Restrictive Environment

To the maximum extent appropriate, children with disabilities, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled, and special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Legal Reference: 92 NAC 51-008.01 through 008.011

6. Procedural Safeguards

Children with disabilities and their parents shall be afforded the required procedural safeguards.

Legal Reference: 92 NAC 51-009.01 through 009.07; 009.10 through 009.12; 009.14, 006.07 and 016.01 through 016.07C

7. Evaluation and Identification Procedures

Children with disabilities shall be evaluated and identified in accordance with 92 NAC 51-006. The District will respond to a request for an Independent Educational Evaluation without unnecessary delay. Locations of any evaluator shall be within a reasonable distance of the District. A reasonable distance means within 100 miles of the school building the child attends and within Nebraska. In the event this geographic area restriction would prevent a parent from obtaining an Independent Educational Evaluation, the location of the evaluator may be outside the specified geographic area but must be within Nebraska. The District will provide the parent(s) with a list of qualified agencies/evaluators within the geographic area. The evaluators are to have their rates approved by the Nebraska Department of Education to be authorized to conduct the evaluation.

Legal Reference: 92 NAC 51-006

8. Confidentiality of Personally Identifiable Information

The confidentiality of student records and information shall be maintained in accordance with law.

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

9. Transition of Children from Part C to Preschool Programs

Children participating in early intervention programs under Part C of the IDEA (early intervention services) and who will participate in preschool programs assisted under Part B of the IDEA (services for school-aged children) shall experience a smooth and effective transition to those preschool programs in a manner consistent with 92 NAC 52-008. The District will participate in transition planning conferences arranged by the designated lead agency.

Legal Reference: 92 NAC 52-008

10. Children in Nonpublic Schools

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

Legal Reference: 92 NAC 51-012.08 and 015

11. Personnel Standards and Personnel Development

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

Legal Reference: 92 NAC 51-010

12. Participation in and Reporting of State and District Wide Assessments

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

Legal Reference: 92 NAC 51-004.05

13. Suspension and Expulsion Rates

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

Legal Reference: 92 NAC 51-004.06E

14. Access to Instructional Materials

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

1. Require the publisher to prepare and, on or before delivery of the print instructional materials, provide to the National Instructional Material Access Center, electronic files

containing the contents of the print instructional materials using the National Instructional Materials Accessibility Standard, or

2. Purchase instructional materials from the publisher that are produced in, or may be rendered in specialized formats.

Legal Reference: 92 NAC 51-004.15

15. Over-Identification and Disproportionality

Procedures shall be in place to ensure that testing and evaluation materials and procedures utilized for the evaluation and placement of children with disabilities will be selected and administered so as not to be racially or culturally discriminatory. Such materials or procedures shall be provided and administered in the child's native language or mode of communication, unless it is clearly not feasible to do so, and no single procedure shall be the sole criterion for determining an appropriate educational program for a child.

Legal Reference: 92 NAC 51-003.10; 006.02C

16. Prohibition on Mandatory Medication

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

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

17. Transportation

Transportation will be provided for children with disabilities who are eligible for transportation and residents of the school district as required by law.

Legal Reference: 92 NAC 51-014.01 through 014.02

18. Surrogates

A surrogate will be appointed and other action taken to ensure the rights of children with a disability as required by law.

Legal Reference: 92 NAC 51-009.10

19. Early Intervention Services – Consent

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

Legal Reference: 92 NAC 52

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

Date of Adoption: [Insert Date]

New Construction

Facilities - Bids and Contracts

All contracts for work related to building construction, remodeling or repair or site improvement in excess of \$100,000, or such sum as adjusted pursuant to §73-106, will be bid in accordance with state statutes. All other contracts will be handled under current district policies and regulations.

Legal Reference: Neb. Rev. Stat. §§ 73-101 to 73-106

Date of Adoption: [Insert Date]

Bylaws of the Board - MeetingsMinutes

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

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

The minutes shall be kept in the office of the superintendent and shall be public records and open to public inspection during normal business hours.

The minutes may be kept as an electronic record.

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

Date of Adoption: [Insert Date]

John M. Guthery
Thomas M. Haase
James B. Gessford
Rex R. Schultze***
Daniel F. Kaplan
Gregory H. Perry
Joseph F. Bachmann*
R.J. Shortridge*
Jeanette Stull
Corey L. Stull*
Joshua J. Schauer*
Shawn P. Dontigny
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Justin J. Knight****



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

Perry Law Firm 2015 Annual Policy Update Service

To: Dr. Dan Schnoes, Administrator, ESU 3
From: Gregory H. Perry and Rex R. Schultze
Date: June 19, 2015

This is the 2015 Annual Policy Update.

1. Assessments—Adopt State Standards—Policy 6212

The statute related to adoption of state standards by school districts states:

79-760.02: In accordance with timelines that are adopted by the State Board of Education, but in no event later than one year following the adoption or modification of state standards, each school district shall adopt measurable quality academic content standards in the subject areas of reading, writing, mathematics, science, and social studies. The standards may be the same as, or may be equal to or exceed in rigor, the measurable academic content standards adopted by the state board and shall cover at least the same grade levels.

The Commissioner had previously determined that the adoption of the standards needs to be in the form of a board policy.

We have amended Policy 6212 to incorporate the Language Arts standards that were adopted by the State Board in September, 2014.

2. Bidding Construction—Policies 3540 and 7050

LB 431 amended Neb. Rev. Stat. §73-106 to increase the dollar amount for construction projects which are required to be bid from \$40,000 to \$100,000. Policy 3540 has been amended to reflect that change.

In addition, Policy 7050, which addresses the dollar amount of construction projects that require involvement of an architect or engineer, has been revised to use the same language for the periodic adjustment of the dollar amount that is used in Policy 3540.

3. Electronic Records—Policies 3560 and 9340

LB 365 permits electronic records, including keeping board meeting minutes in electronic form. Policies 3560 and 9340 have been revised to incorporate this change in the law.

4. Special Education—Policy 6600

Policy 6600 has been amended to include additional provisions required by NDE Rule 51, and to incorporate updated citations to Rule 51.

5. Pregnancy—Non-Discrimination Policies

LB 627 amended the Nebraska Fair Employment Act to make it unlawful to discriminate against pregnant women in employment, and to require that accommodations be provided to pregnant employees.

We have amended the non-discrimination policies (1200, 4002, 4003, 4003a (notice), 4003b (complaint form), 5401 and 5401z (complaint form)).

It is not known whether the Nebraska Equal Opportunity Commission will change its non-discrimination poster to reflect the new pregnancy law.

6. Return to Learn from Cancer—Policy 6286

LB 511 requires schools to “establish a return-to-learn protocol for students returning to school after being treated for pediatric cancer.” Policy 6286 responds to this requirement. The policy recognizes that in most cases, the individual details of the accommodations to be provided will be developed by the students’ 504 teams.

7. School Wellness (No Policy Update; Adoption of Regulation Pending)

The Nutrition School Lunch Act was amended in 2010 to authorize the Secretary to establish regulations related to local wellness policies. 42 USC section 1758b. The Secretary put out proposed regulations in 2014. However, on May 11, 2015, the proposed rule was re-published in the Federal Register and opened for another notice and comment period. The comment period ends July 10, 2015, so we can assume the final rule will be adopted sometime thereafter.

Nonetheless, we will proceed to prepare a revised wellness policy and send it out next week.

8. Student Admission Forms—Policy 5001 forms

Policy 5001 includes a set of forms related to student admission. We recently created an affidavit form for early enrollment in Kindergarten in a circumstance in which the family anticipates relocating to another state that would allow admission within the current year. The packet of 5001 forms now includes that affidavit form.

9. Homeless Forms—Policy 5418 forms

Policy 5418 includes forms related to homeless students. One of the forms identified the NDE Homeless Coordinator by name. Given NDE staffing forms, the reference is no longer accurate, so we have modified the form accordingly.

10. Fire Drills—Policy 6115

There has not been a change in the legal requirements for fire drills. However, we gained access to information that has led us to revise Policy 6115 to be compliant with the legal requirements.

Conclusion

If you need anything further with regard to these documents or have questions, please contact either Greg (gperry@perrylawfirm.com) or Rex (rschultze@perrylawfirm.com).

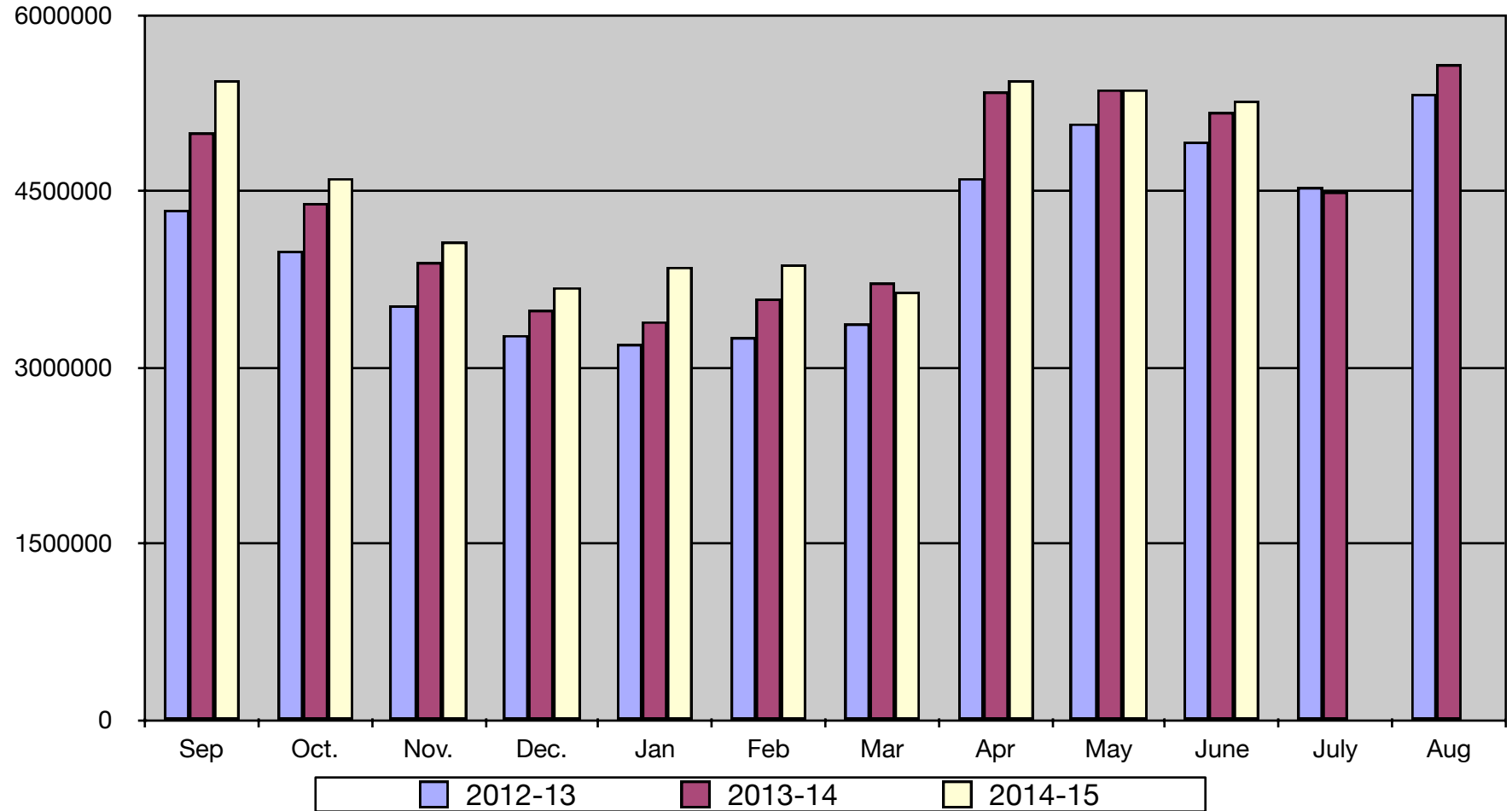
School Districts that receive this Memo and the enclosures should consult with their school attorney for independent legal advice.

			2012-13	2013-14	2014-15
	Mar	General Fund	\$3,378,625.93	\$3,721,366.63	\$3,641,705.43
		Emp. Benefit Fund	\$ 478,849.96	\$ 667,425.49	\$ 667,993.02
		Building Fund	\$1,184,947.85	\$1,063,141.52	\$ 885,963.18
		School Lunch	\$ 95,332.74	\$ 122,063.44	\$ 148,032.45
		Bond Fund	\$ 152,291.31	\$ 141,251.60	\$ 132,604.93
		Depreciation Fund	\$ 210,640.37	\$ 216,055.50	\$ 182,600.00
		March Total	\$5,500,688.16	\$5,931,304.18	\$5,658,899.01
	Apr	General Fund	\$4,615,835.43	\$5,347,733.20	\$5,438,128.96
		Emp. Benefit Fund	\$ 478,891.94	\$ 667,472.12	\$ 668,039.69
		Building Fund	\$1,185,065.51	\$1,060,131.44	\$ 884,475.17
		School Lunch	\$ 112,494.23	\$ 127,670.67	\$ 155,708.12
		Bond Fund	\$ 322,893.16	\$ 314,811.61	\$ 310,627.33
		Depreciation Fund	\$ 210,658.84	\$ 216,070.59	\$ 182,612.76
		April Total	\$6,925,839.11	\$7,733,889.63	\$7,639,592.03
	May	General Fund	\$5,074,928.65	\$5,371,706.25	\$5,369,024.60
		Emp. Benefit Fund	\$478,932.61	\$ 667,518.75	\$ 668,084.81
		Building Fund	\$1,175,056.50	\$1,045,557.27	\$ 882,634.44
		School Lunch	\$104,209.24	\$ 125,020.38	\$ 130,017.86
		Bond Fund	\$323,217.79	\$ 347,803.28	\$ 318,926.02
		Depreciation Fund	\$210,676.73	\$ 216,085.69	\$ 182,625.09
		May Total	\$7,367,021.52	\$7,773,691.62	\$7,551,312.82
	Jun	General Fund	\$4,933,927.40	\$5,173,649.49	\$5,277,266.35
		Emp. Benefit Fund	\$ 478,969.35	\$ 667,566.94	\$ 668,134.60
		Building Fund	\$1,160,078.11	\$1,028,092.90	\$ 877,838.72
		School Lunch	\$ 99,268.85	\$ 87,854.20	\$ 150,638.82
		Bond Fund	\$ 323,217.79	\$ 325,652.93	\$ 322,572.54
		Depreciation Fund	\$ 210,692.89	\$ 187,095.72	\$ 149,667.16
		June Total	\$7,206,154.39	\$7,469,912.18	\$7,446,118.19

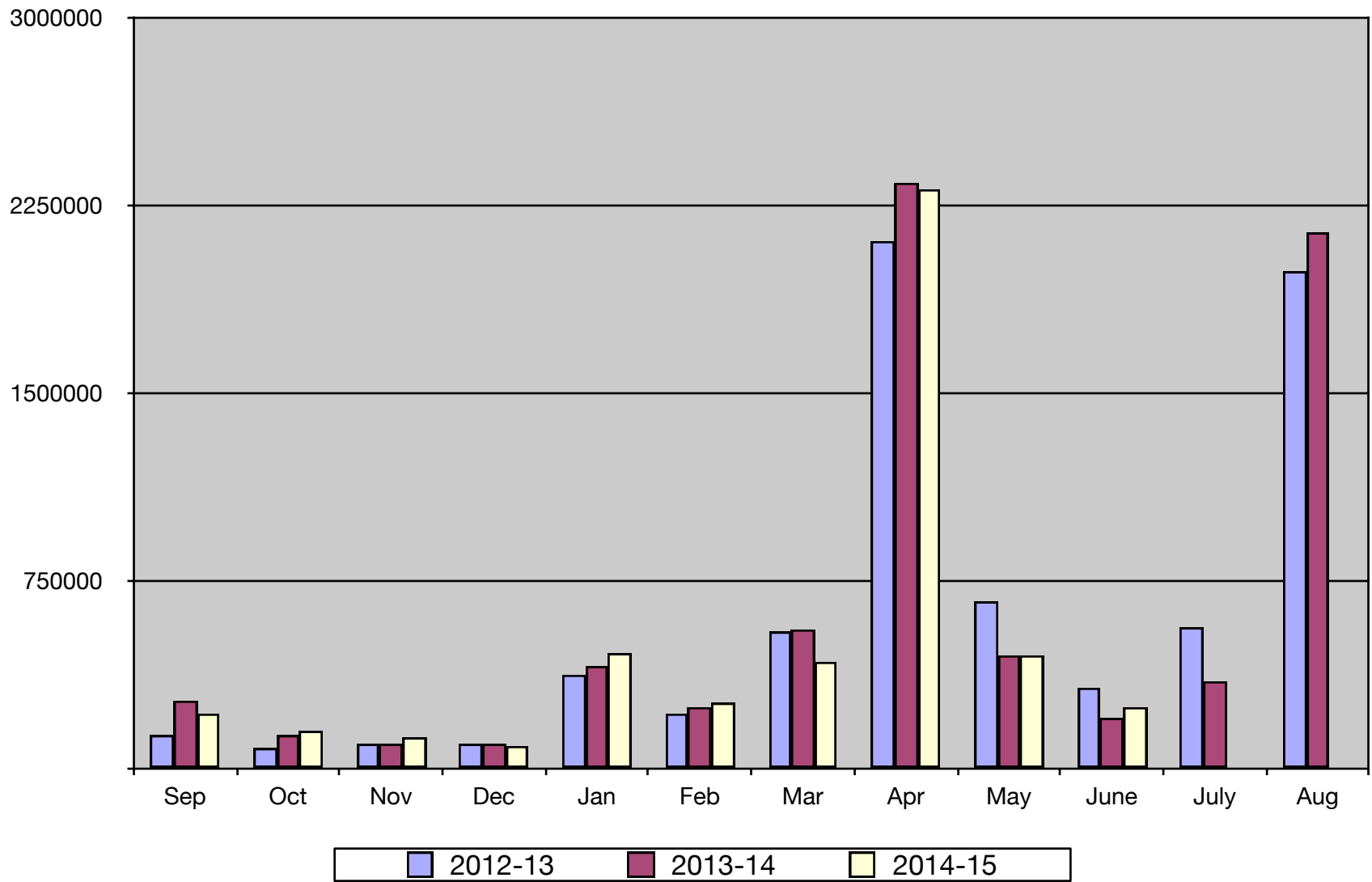
Finance Committee Report
July 2015

- Our cash balance from the General Fund is up from a year ago to \$5,277,266. Last year we were at \$5,173,649 up \$103,617 at this time.
- The projected spending for 2014-15 is still \$13.1 million. We are currently at \$11,110,579, so we will be cutting it close based on past spending the last two months of the fiscal year.
- We are expecting to be somewhere between \$13.1 and 13.2 million in receipts this year. There is a big tax draw that comes later in August, usually over \$2 million.
- 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.
- Summer maintenance items are progressing well. The sewage lagoon's design is progressing and we still hope to have this out for bid by fall.
- 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. It is looking like we will need to do some additional spending considering where we are with our budget and possible tax receipts coming in August.
- I am planning our July work session to be mostly about our budget next year (15-16). Currently, looking to recommend a 5.2 cent QCPUF inside our \$1.05 levy. That would leave us 4.8 cents to put toward the Building Fund in 2015-16.

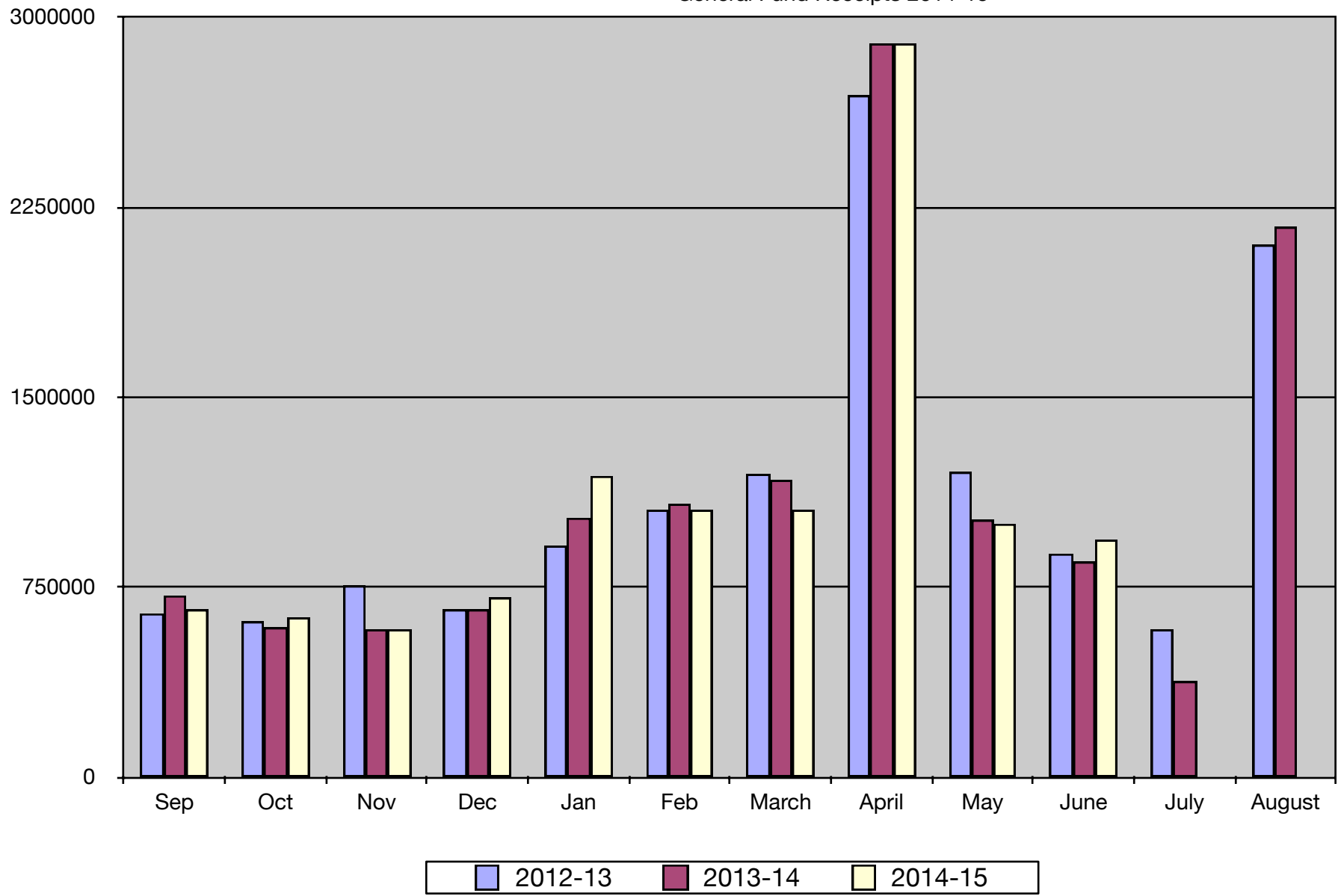
General Fund Balance 2014-15



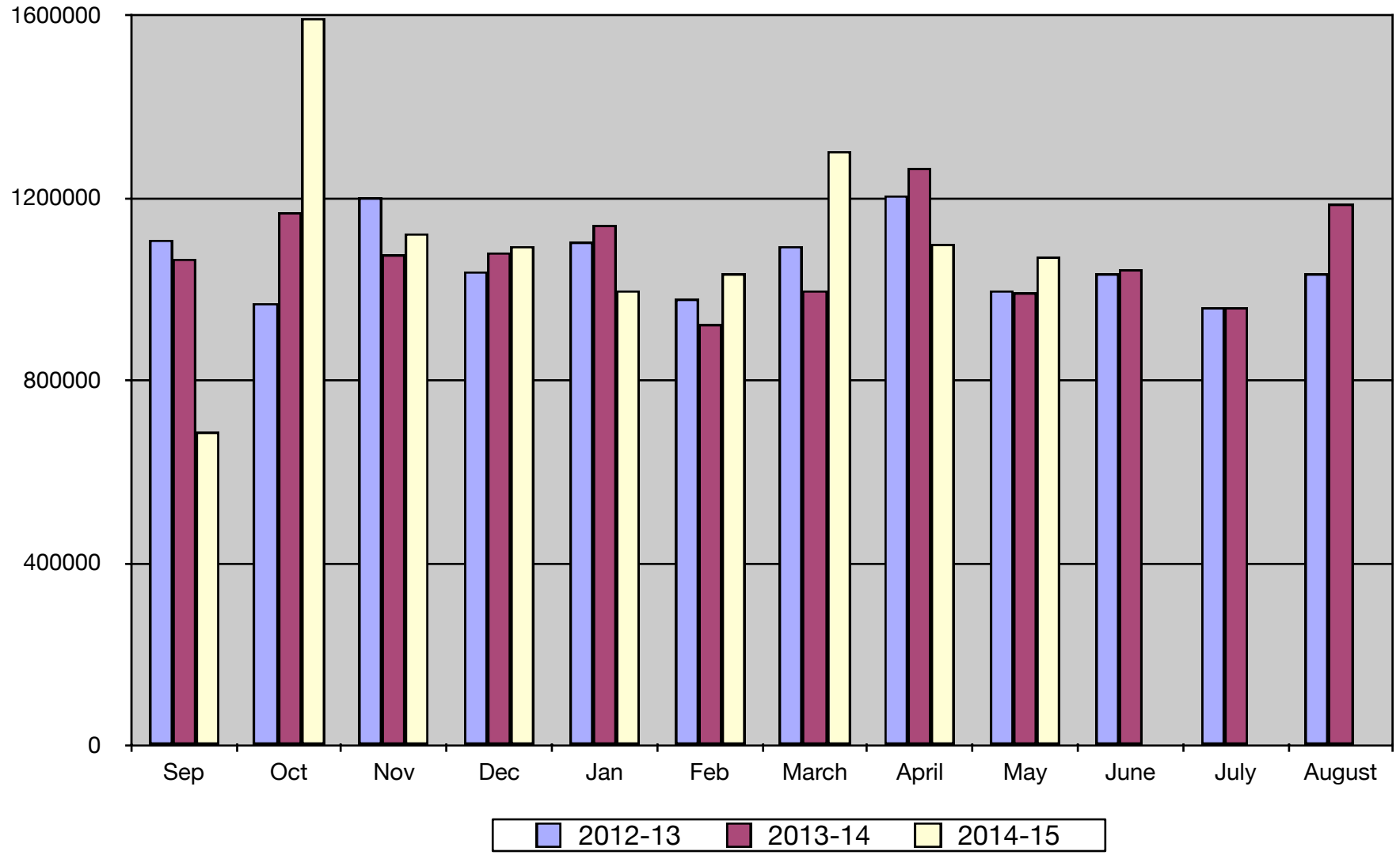
General Fund Tax Draws 2014-15



General Fund Receipts 2014-15



General Fund Expenses 2014-15



Balance as of last day of the month			
Month	2012-13	2013-14	2014-15
September	4,338,547	5,002,123	5,445,181
October	3,985,892	4,403,102	4,616,197
November	3,536,230	3,905,659	4,064,330
December	3,278,783	3,498,799	3,680,234
January	3,191,901	3,385,214	3,865,429
February	3,263,470	3,583,808	3,887,846
March	3,378,626	3,721,367	3,642,705
April	4,615,835	5,347,733	5,438,129
May	5,074,928	5,371,706	5,369,025
June	4,933,927	5,173,649	5,277,266
July	4,536,582	4,498,987	
August	5,323,954	5,584,850	
Tax Draw			
Month	2012-13	2013-14	2014-15
September	139,895	272,100	219,694
October	85,459	135,236	157,468
November	100,777	100,586	127,918
December	106,390	101,602	91,671
January	379,986	414,529	463,899
February	224,566	252,258	267,461
March	548,216	555,271	428,426
April	2,107,552	2,339,560	2,316,815
May	674,661	458,059	452,629
June	322,621	207,636	246,680
July	569,100	350,637	
August	1,988,022	2,149,417	
TOTALS	7,247,245	7,336,891	4,772,661
Receipts			
Month	2012-13	2013-14	2014-15
September	649,211	717,640	657,710
October	615,551	591,667	628,360
November	752,636	580,732	580,396
December	662,527	658,879	710,776
January	911,505	1,024,114	1,185,235
February	1,050,937	1,081,990	1,056,383
March	1,199,470	1,174,377	1,056,451
April	2,692,301	2,895,646	2,895,738
May	1,202,370	1,013,524	999,977
June	879,324	848,391	936,801
July	585,501	379,282	
August	2,103,800	2,173,746	
TOTALS	13,305,134	13,139,988	10,707,827
Expenses			
Month	2012-13	2013-14	2014-15
September	1,110,071	1,064,827	687,596
October	968,066	1,169,708	1,595,626
November	1,199,125	1,076,257	1,121,297
December	1,040,798	1,082,081	1,094,775
January	1,103,856	1,138,157	997,275
February	979,502	923,031	1,036,226
March	1,095,238	998,881	1,303,896
April	1,205,089	1,264,563	1,098,069
May	998,460	994,381	1,069,110
June	1,035,487	1,043,643	1,097,709
July	961,623	958,814	
August	1,033,529	1,185,601	
TOTALS	12,730,844	12,899,944	10,003,870

Fund	Budget 14-15	Expenditures	Ending Balance	% spent
1100-Instruction	\$6,772,693	\$5,369,257	\$ 1,403,436	79.28%
1150- Limited English	\$10,000	\$2,880	\$7,120	28.80%
1160- Poverty Programs	\$84,549	\$67,907	\$16,642	80.32%
1200- SPED Instruction	\$200,168	\$156,302	\$43,866	78.09%
1210- SPED School Psych	\$122,946	\$97,388	\$25,558	79.21%
1220- SPED	\$963,189	\$786,464	\$176,725	81.65%
1230- SPED tuition paid	\$310,000	\$269,709	\$40,291	87.00%
1240- SPED Clerical/ Aide	\$180,198	\$139,116	\$41,082	77.20%
1290- SPED/ Early Childhood	\$121,039	\$117,153	\$3,886	96.79%
1310- Gifted	\$78,584	\$60,118	\$18,466	76.50%
1320- Special Reading	\$37,351	\$38,124	-\$773	102.07%
2120- Guidance Services	\$294,414	\$243,929	\$50,485	82.85%
2130- Health Services	\$182,768	\$122,146	\$60,622	66.83%
2190- Other Pupil Services	\$12,000	\$3,937	\$8,063	32.81%
2210- Learning Improvement	\$240,200	\$196,077	\$44,123	81.63%
2220- Libraries	\$260,575	\$218,945	\$41,630	84.02%
2230- Audio Visual Fund	\$10,000	\$3,225	\$6,775	32.25%
2310- Board of Education	\$35,000	\$17,012	\$17,988	48.61%
2320- Executive Admin	\$317,811	\$260,727	\$57,084	82.04%
2330- Public Relations	\$25,800	\$12,439	\$13,361	48.21%
2410- Office of the Principal	\$961,191	\$757,321	\$203,870	78.79%
2510- Gen. Admin Business Services	\$397,532	\$173,749	\$223,783	43.71%
2520- Vehicle Acquisition	\$13,000	\$8,579	\$4,421	65.99%
2610- Operation of Plant	\$910,246	\$710,414	\$199,832	78.05%
2620- Maintenance	\$372,354	\$263,109	\$109,245	70.66%
2750- Regular Transportation	\$505,500	\$411,901	\$93,599	81.48%
2760- SPED Transportation	\$249,000	\$258,538	-\$9,538	103.83%
2790- Learning Community Transportation	\$35,000	\$22,037	\$12,963	62.96%
3135- High Ability	\$8,267	\$8,038	\$229	97.23%
4100- Title I	\$76,878	\$60,713	\$16,165	78.97%
4320- Title IIA	\$27,698	\$25,591	\$2,107	92.39%
4404- IDEA Base	\$81,735	\$67,634	\$14,101	82.75%
4406- IDEA Pre-Schools	\$15,924	\$14,021	\$1,903	88.05%
4410- IDEA Poverty	\$118,306	\$100,727	\$17,579	85.14%
4412- IDEA Part B Prop. Share	\$8,511	\$5,193	\$3,318	61.02%
4700- Carl Perkins	\$4,500	\$1,550	\$2,950	34.44%
6000- Summer School	\$22,717	\$15,177	\$7,540	66.81%
8000- Transfers	\$200,000	\$0	\$200,000	0.00%
Totals	\$14,267,644	\$11,087,147	\$3,180,497	77.71%
Spending Goal	\$ 13,100,000			84.63%

Board of Education Retreat

June 13, 2015

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 8:30 a.m., Saturday, June 13, 2015, at the District Board Office, Central Services Building. Present: Lori Bartels, Jennifer Kreifels, Brian Osborn, and Brenda Sherman. Absent: Bob Icenogle and Brian Wichman.

Notice of the meeting was 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 Bartels informed the board and the public that the Act is located on the west wall of the board room.

There was no public comment.

Items of discussion included Strategic Planning and AdvancEd Visit Review and Facility Planning.

Action to enter into executive session at 11:15 a.m. for the purpose of Negotiations concerning school district boundaries for the protection of the public interest and for the prevention of needless injury to the reputation of an individual passed with a motion by Brenda Sherman and a second by Brian Osborn. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman. Nays - None.

The board reconvened in open session at 11:43 a.m.

Action to adjourn at 11:44 a.m. passed with a motion by Jennifer Kreifels and a second by Brian Osborn. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Brenda Sherman, Secretary Board of Education

Board of Education

June 08, 2015

The Site Committee started at 6:00 p.m. Lori Bartels, Brian Osborn, Brenda Sherman, and Brian Wichman were present. Facility planning was discussed. The committee meeting adjourned at 6:30 p.m.

The Finance Committee started at 6:30 p.m. Lori Bartels, Brian Osborn, Brenda Sherman, and Brian Wichman 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 8, 2015, at the District Board Office, Central Services Building. Present: Lori Bartels, Jennifer Kreifels, Brian Osborn, Brenda Sherman, and Brian Wichman. Absent: Bob Icenogle.

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 Bartels informed the board and the public that the Act is located on the west wall of the board room.

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

President Bartels read the Platteview High School State Runner-up Girl's Track Team Proclamation recognizing the girls track team for their tremendous effort and accomplishment.

The District Lobbyists from Bromm and Associates gave a Legislative Report.

There were no items from patrons on agenda items.

Options for the 2016-17 School Calendar and the early out schedule were discussed.

The district has received a letter of resignation from Jamie Hansen, Secondary Art Teacher at Platteview High School. The administration recommended releasing her from her 2015-2016 teaching contract. Action to approve the release of Jamie Hansen from her continuing teaching contract passed with a motion by Sherman and a second by Wichman. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

The administration recommended approval of a probationary contract with Allison Behrens to teach Secondary Art at Platteview High School and Platteview Central with placement on the salary schedule at BA27, Step 1; and a probationary contract with Nathan Horner to teach Language Arts/Drama at Platteview High School with placement on the salary schedule at BA, Step 3. Action to approve a probationary teaching contract for the 2015-2016 school year with Allison Behrens with placement on the salary schedule at BA27, Step 1; and Nathan Horner with placement on the salary schedule at BA, Step 3 passed with a motion by Kreifels and a second by Sherman. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Federal lunch requires school districts to complete a formula each year to determine lunch prices. This year indicates we have to raise lunch prices at the elementary level only by \$.05. Lunch prices would stay at \$2.80 at the secondary level and rise to \$2.60 at the elementary. Action to approve the increase of five cents to the lunch price at the elementary level passed with a

motion by Sherman and a second by Wichman. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Holli Kirwan, Director of Learning explained the process and the recommendation for the purchase of Spanish materials through the curriculum cycle. Action to approve the purchase of Spanish textbooks and eBooks as presented passed with a motion by Sherman and a second by Osborn. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

The high school's improvement committees have been working on an athletic eligibility policy for the past year with the high school administration. Mr. Richards reported on what will be recommended to the Board in July to be in the athletic handbook.

President Bartels recognized board members for points awarded by the NASB and levels of achievement. Richards gave an update on Platteview Road plans, Wichman gave a Site Committee report, Richards gave an update on the RFP for copiers, and plans for the Board Retreat to be held Saturday, June 13th. Kirwan reported on summer professional development plans, and Richards gave an update on school district boundary negotiations.

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 enter into executive session at 9:00 p.m. for the purpose of Negotiations concerning school district boundaries for the protection of the public interest and for the prevention of needless injury to the reputation of an individual passed with a motion by Sherman and a second by Osborn. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Action to adjourn the meeting at 9:30 p.m. passed with a motion by Brian Wichman and a second by Brian Osborn. Vote: Yeas - Bartels, Kreifels, Osborn, Sherman, Wichman. Nays - None.

Thoma Bumgardner, Recording Secretary

Accepted: Brenda Sherman, Secretary Board of Education

June 2015 Admin. Revolving

Administrative
7/6/2015

Date	Num	Transaction	Payment	C	Deposit
6/1/2015	5441	FED EX OFFICE cat: POSTAGE memo: 1-01-2510-341	53.05	R	
6/2/2015	5443	BECKY ELLIFF cat: REIMBR SUPPLIES memo: 1-01-2210-690	81.32	R	
6/23/2015	5444	PIZZA HUT cat: MEALS memo: 1-01-2320-690	59.20	R	

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

SPRINGFIELD PLATTEVIEW COMM
 STUDENT FEE ACCOUNT
 14801 S 108TH ST
 SPRINGFIELD NE 68059

Statement Date: 06/30/2015 Enclosures: (2) Account No.: 4151129 Page: 1

REGULAR CHECKING ACCOUNT SUMMARY

Type : REG Status : Active

Category	Number	Amount
Balance Forward From 05/29/15		2,620.53
Debits	2	2,612.95
Ending Balance On 06/30/15		7.58
Average Balance (Collected)	1,927.91+	

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
06/02/15	1172	60.00			2,560.53
06/23/15	1173	2,552.95			7.58

AVERAGE AND MINIMUM BALANCES

Average Ledger Balance :	1,927.91	Minimum Ledger Balance :	7.58
Average Collected Balance :	1,927.91	Minimum Collected Balance :	7.58
Average Available Balance :	1,927.91	Minimum Available Balance :	7.58

CHECKS AND OTHER DEBITS

* indicates a gap in the check numbers

Date	Check #	Amount	Date	Check #	Amount	Date	Check #	Amount
06/02/15	1172	60.00	06/23/15	1173	2,552.95			

OVERDRAFT FEE SUMMARY

	Total For This Period	Total Year-To-Date
Total Overdraft Fees	\$0.00	\$0.00
Total Returned Item Fees	\$0.00	\$0.00

This Statement Cycle Reflects 32 Days

Nebraska Public Agency Investment Trust

Account Statement

June 1, 2015 to June 30, 2015

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

NPAIT
PO BOX 82529
Lincoln, NE 68501
Toll Free: (800) 640-8817
Local: (402) 323-1615

Account Number: XXXXX9-001

Fund Summary

	<u>PRICE PER SHARE</u>	<u>SHARES OWNED</u>	<u>MARKET VALUE</u>
Nebraska Public Agency Investment Trust XXXXX9-001	\$1.00	68,541.06	\$68,541.06

Transaction Summary

Nebraska Public Agency Investment Trust
XXXXX9-001

<u>TRADE DATE</u>	<u>SETTLEMENT DATE</u>	<u>TRANSACTION DESCRIPTION</u>	<u>SHARES</u>	<u>AMOUNT</u>
6/1/2015		Beginning Shares Balance	68,540.49	\$68,540.49
6/30/2015	6/30/2015	Interest	0.57	\$0.57
		Total :	68,541.06	\$68,541.06

Accrual Details for Holdings between 06/01/2015 and 06/30/2015

Fund: NPAIT
 Account Number: 126649-001
 SOUTH SARPY SCHOOL DISTRICT #46
 SOUTH SARPY SCHOOL DISTRICT #46

Settlement Date	Price Cycle	Settled Shares	Accrual Factor	Accrual Dividend (USD)	Non-Div. Distribution		Cumulative Accrual Dividend (USD)
					Accrual Paid (USD)	Accrual Paid (USD)	
06/01/2015	EOD	68,540.4900	0.0000002765	0.02	0.00	0.00	0.02
06/02/2015	EOD	68,540.4900	0.0000002718	0.02	0.00	0.00	0.04
06/03/2015	EOD	68,540.4900	0.0000002739	0.02	0.00	0.00	0.06
06/04/2015	EOD	68,540.4900	0.0000002774	0.02	0.00	0.00	0.08
06/05/2015	EOD	68,540.4900	0.0000009181	0.06	0.00	0.00	0.14
06/08/2015	EOD	68,540.4900	0.0000002752	0.02	0.00	0.00	0.16
06/09/2015	EOD	68,540.4900	0.0000002747	0.02	0.00	0.00	0.18
06/10/2015	EOD	68,540.4900	0.0000002743	0.02	0.00	0.00	0.19
06/11/2015	EOD	68,540.4900	0.0000002749	0.02	0.00	0.00	0.21
06/12/2015	EOD	68,540.4900	0.0000008324	0.06	0.00	0.00	0.27
06/15/2015	EOD	68,540.4900	0.0000002729	0.02	0.00	0.00	0.29
06/16/2015	EOD	68,540.4900	0.0000002729	0.02	0.00	0.00	0.31
06/17/2015	EOD	68,540.4900	0.0000002727	0.02	0.00	0.00	0.33
06/18/2015	EOD	68,540.4900	0.0000002721	0.02	0.00	0.00	0.35
06/19/2015	EOD	68,540.4900	0.0000008143	0.06	0.00	0.00	0.40
06/22/2015	EOD	68,540.4900	0.0000002771	0.02	0.00	0.00	0.42
06/23/2015	EOD	68,540.4900	0.0000002776	0.02	0.00	0.00	0.44
06/24/2015	EOD	68,540.4900	0.0000002729	0.02	0.00	0.00	0.46
06/25/2015	EOD	68,540.4900	0.0000002742	0.02	0.00	0.00	0.48
06/26/2015	EOD	68,540.4900	0.0000008250	0.06	0.00	0.00	0.53
06/29/2015	EOD	68,540.4900	0.0000002709	0.02	0.00	0.00	0.55
06/30/2015	EOD	68,541.0600	0.0000002772	0.02	0.00	0.57	0.00

Total: Accrual computed without daily compounding
 Accrued Dividend prior to 06/01/2015: 0.00

SPRINGFIELD PLATTEVIEW COMMUNITY SCHOOLS		
Treasurer's Report		
For the month ended June 2015		
<u>General Fund Now Account</u>		
Bank Balance: Beginning of Reporting Period		\$ 425,682.12
Deposits:		
Springfield State Bank - Interest	\$ 36.72	
Transfer from Admin Revolving	\$ 0.00	
Transfers from Investment Account	\$ 1,097,284.53	
Transfer from Bond Fund	\$ 0.00	
Transfer from Depreciation Fund	\$ 32,970.00	
Transfers from Lunch Fund Investment	\$ 69.50	
Transfers from Building Fund Investment	\$ 4,864.94	\$ 1,135,225.69
		\$ 1,560,907.81
Disbursements		\$ 1,157,660.80
Bank Balance: End of Reporting Period		\$ 403,247.01
Outstanding Checks: End of Reporting Period		\$ 138,525.99
NOW Account Balance: End of Reporting Period		\$ 264,721.02
<u>General Fund Investment Account</u>		
Available Balance: Beginning of Reporting Period		\$ 5,169,308.74
Deposits:		
Springfield State Bank - Interest	\$ 358.31	
Sarpy County Treasurer - Local Taxes	\$ 9,960.14	
Learning Community Common Taxes	\$ 140,310.26	
Sarpy- MVT	\$ 96,409.58	
Medicaid	\$ 0.00	
State Aid	\$ 447,428.30	
SPED School Age Reimb.	\$ 118,565.00	
LC Grant payment	\$ 0.00	
IDEA/Federal Grants/ Title/ Perkins	\$ 59,448.00	
Rentals	\$ 975.00	
Pre-School/ Summer School tuition	\$ 470.00	
Refunds and Reimbursements	\$ 7,283.95	
iPad Sales, Fees, and Insurance	\$ 3,715.00	
Liquor License Fees and County Fines	\$ 51,877.45	
Postage	\$ 0.00	\$ 936,800.99
		\$ 6,106,109.73
Disbursements		
Transfers to General Fund NOW	\$ 1,097,284.53	
Transfer to Depreciation Fund	\$ 0.00	
Administrative Revolving	\$ 0.00	
Returned checks/ fees	\$ 337.20	
Bank and other Service Charges	\$ 87.00	\$ 1,097,708.73
		\$ 5,008,401.00
<u>General Fund Administrative Revolving Account</u>		
Available Balance: Beginning of Reporting Period		\$ 4,751.90
Deposits:		
Transfers From General Fund Investment Acc't	\$ 0.00	
Transfers From Lunch Fund Investment Acc't	\$ 0.00	
Transfers From Building Fund	\$ 0.00	\$ 0.00
		\$ 4,751.90
Disbursements		\$ 358.57
Bank Balance: End of Reporting Period		\$ 4,393.33
Outstanding Checks: End of Reporting Period		\$ 249.00
Outstanding Deposits: End of Reporting Period		\$ 0.00
Admin. Revolving Account Balance: End of Reporting Period		\$ 4,144.33
General Fund Administrative Revolving Account		\$ 4,144.33
General Fund NOW Account		\$ 264,721.02
General Fund Investment Account		\$ 5,008,401.00
TOTAL GENERAL FUND BALANCE		\$ 5,277,266.35
<u>Employee Benefit Fund</u>		
Available Balance: Beginning of Reporting Period		\$ 668,084.81
Deposits:		
Springfield State Bank - Interest		\$ 49.79
Transfers From General Fund Investment Acc't		\$ 0.00
Bank Balance: End of Reporting Period		\$ 668,134.60
Certificate of Deposit		
Available Balance: End of Reporting Period		\$ 668,134.60
Disbursements		\$ 0.00
TOTAL EMPLOYEE BENEFIT BALANCE		\$ 668,134.60
<u>Special Building Fund Investment Account</u>		
Available Balance: Beginning of Reporting Period		\$ 882,634.44
Deposits:		
Springfield State Bank - Interest	\$ 65.54	
Sarpy County Treasurer - Local Taxes	\$ 3.68	\$ 69.22
		\$ 882,703.66
Disbursements		\$ 4,864.94
Available Balance: End of Reporting Period		\$ 877,838.72
TOTAL SPECIAL BUILDING FUND BALANCE		\$ 877,838.72
<u>School Lunch Investment Account</u>		
Available Balance: Beginning of Reporting Period		\$ 130,017.86
Deposits:		
Springfield State Bank - Interest	\$ 10.46	
Hot Lunches	\$ 73.90	
State/Federal Aid	\$ 20,623.10	
Miscellaneous	\$ 0.00	\$ 20,707.46
		\$ 150,725.32
Disbursements		
Transfers to NOW	\$ 69.50	
Transfer to Admin Revolving	\$ 0.00	
Returned checks/ fees	\$ 17.00	
		\$ 0.00
Available Balance: End of Reporting Period		\$ 86.50
TOTAL SCHOOL LUNCH FUND BALANCE		\$ 150,638.82
<u>Bond Fund Investment Account</u>		
Available Balance: Beginning of Reporting Period		\$ 318,926.02
Deposits:		
Springfield State Bank - Interest	\$ 23.94	
Sarpy County Treasurer - Local Taxes	\$ 3,622.58	\$ 3,646.52
		\$ 322,572.54
Disbursements		\$ 0.00
Transfer to NOW		\$ 0.00
Available Balance: End of Reporting Period		\$ 322,572.54
TOTAL BOND FUND BALANCE		\$ 322,572.54
<u>Depreciation Fund Account</u>		
Available Balance: Beginning of Reporting Period		\$ 182,625.09
Deposits:		
Springfield State Bank - Interest	\$ 12.07	
Transfers from General Fund	\$ 0.00	\$ 12.07
		\$ 182,637.16
Disbursements		
Transfer to NOW	\$ 32,970.00	\$ 32,970.00
Available Balance: End of Reporting Period		\$ 149,667.16
TOTAL DEPRECIATION FUND BALANCE		\$ 149,667.16

Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

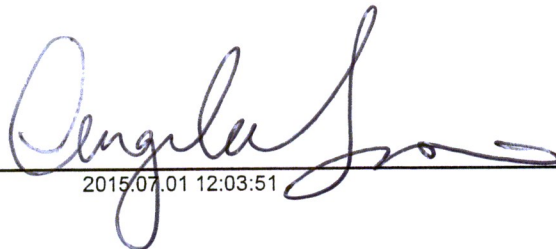
Platteview High School

06/01/2015 through 06/30/2015

Checking

Bank Statement Reconciliation Summary

1. Statement Balance	\$ 196,105.74
2. - Outstanding checks	\$ 12,135.13
3. + Outstanding Deposits	\$ 0.00
4. + Outstanding Adjustments	\$ 0.00
5. - Outstanding Investment Transfers	\$ 0.00
6. Total	\$ 183,970.61
7. + Investments	\$ 0.00
8. Book Balance	\$ 183,970.61



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

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

Statement Date: **06/30/2015** Enclosures: (56) Account No.: **104812** Page: 1

NOW CHECKING ACCOUNT SUMMARY

Category	Number	Type :	REG	Status :	Active	Amount
Balance Forward From 05/29/15						194,728.16
Deposits	5					15,971.98+
Debits	51					14,559.10
Automatic Withdrawals	1					50.00
Interest Added This Statement						14.70+
Ending Balance On 06/30/15						196,105.74
Annual Percentage Yield Earned		0.09%				
Interest Paid This Year		83.84				
Interest Paid Last Year		145.20				
Average Balance (Collected)		197,256.70+				

STATEMENT PERIOD ACTIVITY

Date	Check/Description	Amount	Check/Description	Amount	Balance
06/01/15	DEPOSIT	5,453.54+	43473	25.00	200,156.70
06/01/15	43427	98.39	43389	100.00	199,958.31
06/01/15	43375	115.00	43482	175.00	199,668.31
06/01/15	43489	290.50	43483	445.00	198,932.81
06/01/15	43439	455.92			198,476.89
06/02/15	DEPOSIT	6,033.00+	43499	316.25	204,193.64
06/02/15	43461	470.00	43494	744.75	202,978.89
06/03/15	DEPOSIT	788.35+	43472	805.00	202,962.24
06/04/15	43497	130.00			202,832.24
06/05/15	DEPOSIT	2,380.00+		100.00	205,112.24
06/05/15	43493	35.00	43507	39.81	205,037.43
06/05/15	43490	569.69	43501	750.00	203,717.74
06/08/15	43513	48.16	43514	75.00	203,594.58
06/08/15	43505	308.05	43511	476.45	202,810.08
06/09/15	43515	75.00	43373	103.00	202,632.08
06/09/15	43377	115.00	43500	149.75	202,367.33
06/09/15	43512	155.78			202,211.55
06/10/15	43466	50.00	43462	82.50	202,079.05
06/10/15	43488	447.50	43516	495.16	201,136.39
06/11/15	31543	87.31	43506	122.00	200,927.08
06/11/15	43519	125.00	43409	1,961.20	198,840.88
06/12/15	NOT SUFFICIENT FUNDS 0000000880			50.00	198,790.88
06/15/15	43517	525.00	43495	550.00	197,715.88
06/15/15	43502	74.70			197,641.18
06/16/15	43510	80.29	43352	115.00	197,445.89
06/16/15	43503	162.88	43481	225.10	197,057.91
06/17/15	43498	481.89			196,576.02
06/18/15	43464	126.00	43413	414.00	196,036.02

Continued 01/17/11

Adjustment Detail

Detail report. Sorted by Group ID.
From 06/01/2015 to 06/30/2015.

Group	Group Description			Amount
Activity ID	Site ID	Adj. Date	Description	
A	Athletics			
100	SpringPlat	06/03/2015	2015-2016 equip/supply budget	\$ 10,000.00
100	SpringPlat	06/03/2015	facilities/weight room	-\$ 2,000.00
100	SpringPlat	06/03/2015	transfer to cover 2014-2015 costs	-\$ 1,138.00
120	SpringPlat	06/03/2015	transfer to cover 2014-2015 costs	\$ 390.00
145	SpringPlat	06/03/2015	transfer to cover 2014-2015 costs	\$ 210.00
156	SpringPlat	06/03/2015	pc shots & discus	-\$ 71.80
183	SpringPlat	06/03/2015	pc shots & discus	\$ 71.80
189	SpringPlat	06/03/2015	pc shots & discus	\$ 67.80
157	SpringPlat	06/03/2015	pc shots & discus	-\$ 67.80
105	SpringPlat	06/03/2015	transfer to cover 2014-2015 costs	\$ 538.00
Group A Totals:				\$ 8,000.00
E	Miscellaneous			
710	SpringPlat	06/03/2015	2015-2016 equip/supply budget	-\$ 10,000.00
710	SpringPlat	06/30/2015	refund goes to concessions	\$ 45.50
705	SpringPlat	06/03/2015	facilities/weight room	\$ 2,000.00
760	SpringPlat	06/30/2015	refund goes to concessions	-\$ 45.50
Group E Totals:				-\$ 8,000.00
Report Totals :				\$ 0.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2015 to 06/30/2015.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
SpringPI Platteview High School						
A	Athletics					
100	Athletics	44,495.83	0.00	2,390.82	6,862.00	48,967.01
105	Baseball Contest	-538.00	0.00	0.00	538.00	0.00
106	Baseball Equip/Supplies	2,136.42	0.00	0.00	0.00	2,136.42
110	Boys Basketball Contest	0.00	0.00	0.00	0.00	0.00
111	Boys Basketball Equip/Supplies	46.48	0.00	0.00	0.00	46.48
115	Boys Golf Contest	664.19	0.00	0.00	0.00	664.19
116	Boys Golf Equip/Supplies	584.00	0.00	0.00	0.00	584.00
120	Boys Soccer Contest	-390.00	0.00	0.00	390.00	0.00
121	Boys Soccer Equip/Supplies	361.23	0.00	0.00	0.00	361.23
125	Cross Country Contest	0.00	0.00	0.00	0.00	0.00
126	Cross Country Equip/Supplies	1,037.38	0.00	0.00	0.00	1,037.38
130	Football Contest	0.00	0.00	0.00	0.00	0.00
131	Football Equip/Supplies	562.96	0.00	0.00	0.00	562.96
135	Girls Basketball Contest	0.00	0.00	0.00	0.00	0.00
136	Girls Basketball Equip/Supplies	57.24	0.00	0.00	0.00	57.24
140	Girls Golf Contest	0.00	0.00	0.00	0.00	0.00
141	Girls Golf Equip/Supplies	520.00	0.00	0.00	0.00	520.00
145	Girls Soccer Contest	-210.00	0.00	0.00	210.00	0.00
146	Girls Soccer Equip/Supplies	964.73	0.00	0.00	0.00	964.73
150	Softball Contest	0.00	0.00	0.00	0.00	0.00
151	Softball Equip/Supplies	4,112.34	0.00	0.00	0.00	4,112.34
155	Track Contest	287.45	0.00	0.00	0.00	287.45
156	Track - Boys Equip/Supplies	1,244.17	0.00	0.00	-71.80	1,172.37
157	Track - Girls Equip/Supplies	1,987.04	0.00	155.78	-67.80	1,763.46
160	Volleyball Contest	0.00	0.00	0.00	0.00	0.00
161	Volleyball Equip/Supplies	0.00	0.00	0.00	0.00	0.00
165	Wrestling Contest	0.00	0.00	0.00	0.00	0.00
166	Wrestling Equip/Supplies	293.32	0.00	0.00	0.00	293.32
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	388.87	0.00	0.00	0.00	388.87
183	PC Boys Track Equip/Supplies	-71.80	0.00	0.00	71.80	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	538.88	0.00	0.00	0.00	538.88
189	PC Girls Track Equip/Supplies	-67.80	0.00	0.00	67.80	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

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2015 to 06/30/2015.

Site ID	Site Name					
Group ID	Group Name					
Activity ID	Activity Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
A	Totals:	59,004.93	0.00	2,546.60	8,000.00	64,458.33
B	Clubs & Organizations					
200	Baseball Club	4,689.68	476.45	476.45	0.00	4,689.68
203	Boys Basketball Club	2,666.89	2,380.00	0.00	0.00	5,046.89
205	Boys Golf Club	0.59	0.00	43.20	0.00	-42.61
210	Boys Soccer Club	1,440.79	0.00	0.00	0.00	1,440.79
220	Cheer	4,432.84	2,569.90	4,734.00	0.00	2,268.74
230	Cross Country Club	887.04	0.00	0.00	0.00	887.04
240	Dance Team	3,794.41	200.00	0.00	0.00	3,994.41
245	Drama Club	586.32	160.00	0.00	0.00	746.32
250	FBLA	815.00	0.00	375.00	0.00	440.00
255	FCCLA	1,284.24	0.00	39.81	0.00	1,244.43
260	Football Club	6,046.85	0.00	0.00	0.00	6,046.85
270	Girls Basketball Club	1,779.80	333.00	439.42	0.00	1,673.38
280	Girls Golf Club	611.57	0.00	0.00	0.00	611.57
290	Girls Letter Club	2,546.00	0.00	800.00	0.00	1,746.00
300	Girls Soccer Club	1,243.41	0.00	0.00	0.00	1,243.41
330	National Honor Society	1,208.52	0.00	0.00	0.00	1,208.52
340	P Club	720.48	0.00	200.00	0.00	520.48
342	Platteview Tech Club	526.29	0.00	80.29	0.00	446.00
345	Softball Club	1,571.82	0.00	0.00	0.00	1,571.82
350	Skills USA	95.43	0.00	0.00	0.00	95.43
360	Spanish Club	810.33	0.00	0.00	0.00	810.33
370	Spirit Club	868.06	0.00	0.00	0.00	868.06
380	Student Council	530.48	0.00	0.00	0.00	530.48
390	Thespian	0.00	0.00	0.00	0.00	0.00
400	Track Club	5,012.67	0.00	174.70	0.00	4,837.97
410	Volleyball Club	1,437.34	2,330.00	0.00	0.00	3,767.34
420	Wrestling Club	3,354.29	0.00	0.00	0.00	3,354.29
B	Totals:	48,961.14	8,449.35	7,362.87	0.00	50,047.62

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2015 to 06/30/2015.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
C	Classes					
500	Art	1,086.41	0.00	0.00	0.00	1,086.41
505	Band	1,247.07	4,707.13	48.16	0.00	5,906.04
506	Band Fees	0.00	975.00	0.00	0.00	975.00
510	Choir	3,490.61	0.00	0.00	0.00	3,490.61
515	Class of 2016	1,217.30	0.00	0.00	0.00	1,217.30
520	Class of 2017	1,523.06	0.00	0.00	0.00	1,523.06
525	Class of 2018	203.00	0.00	0.00	0.00	203.00
540	Class of 2015	1,496.26	0.00	150.00	0.00	1,346.26
550	Construction Tech	152.82	0.00	0.00	0.00	152.82
570	Family Consumer Science	278.26	0.00	0.00	0.00	278.26
580	Industry Tech	372.36	0.00	0.00	0.00	372.36
590	Yearbook	18,003.33	1,595.00	0.00	0.00	19,598.33
	C Totals:	29,070.48	7,277.13	198.16	0.00	36,149.45
D	Activities					
600	Activities	1,193.45	0.00	0.00	0.00	1,193.45
640	Fall Play	2,042.00	0.00	0.00	0.00	2,042.00
650	Mock Trial	16.57	0.00	0.00	0.00	16.57
655	Musical	444.13	0.00	122.00	0.00	322.13
660	One-Act	1,445.07	0.00	0.00	0.00	1,445.07
670	Speech	398.31	0.00	0.00	0.00	398.31
	D Totals:	5,539.53	0.00	122.00	0.00	5,417.53
E	Miscellaneous					
700	Alumni	5,279.57	0.00	0.00	0.00	5,279.57
705	Capital Improvement	0.00	0.00	0.00	2,000.00	2,000.00
710	Concessions	16,027.54	0.00	0.00	-9,954.50	6,073.04
715	D.C. Tour	0.00	0.00	0.00	0.00	0.00
720	Faculty Courtesy Fund	735.68	0.00	0.00	0.00	735.68
730	Fine Arts	1,323.95	0.00	0.00	0.00	1,323.95
740	Guidance	332.80	0.00	0.00	0.00	332.80
750	Library	631.16	0.00	162.88	0.00	468.28
760	Principal	3,571.83	-39.80	358.73	-45.50	3,127.80
770	Textbook Fines	2,110.08	0.00	0.00	0.00	2,110.08
780	College Access Grant	3,321.48	0.00	0.00	0.00	3,321.48
	E Totals:	33,334.09	-39.80	521.61	-8,000.00	24,772.68
F	Dual Credits					
803	Government	925.00	0.00	0.00	0.00	925.00
805	Math	2,200.00	0.00	0.00	0.00	2,200.00
	F Totals:	3,125.00	0.00	0.00	0.00	3,125.00

Current Cash Balance

Sorted by Site ID, Group ID, Activity ID.
From 06/01/2015 to 06/30/2015.

Site ID	Site Name	Beginning Cash	Receipts	Disbursements	Adjustments	Cash Balance
Group ID	Group Name					
Activity ID	Activity Name					
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	0.00	0.00	0.00	0.00	0.00
90006	Class of 2014	0.00	0.00	0.00	0.00	0.00
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	GovernmentTrip	0.00	0.00	0.00	0.00	0.00
90063	Lit Mag	0.00	0.00	0.00	0.00	0.00
N Totals:		0.00	0.00	0.00	0.00	0.00
SpringPI Totals:		179,035.17	15,686.68	10,751.24	0.00	183,970.61
Report Totals:		179,035.17	15,686.68	10,751.24	0.00	183,970.61

BILLS BY FUND FOR PAYMENT JULY 13, 2015

Payee	Account Code	Reason	Amount
ACT	1-01-2210-410	GEOMETRY//ALGEBRA II SCORED	\$ 42.00
Prime Communications, Inc.	1-01-1100-318	SUPPORT	\$ 2,311.33
State of NE-Office of CIO	1-01-1100-318	ONLINE SERVICE	\$ 236.79
Interstate All Battery Center	1-01-1100-410	SUPPLIES	\$ 125.19
EMC/Paradigm Publishing	1-01-1100-420	SUPPLIES	\$ 23,828.48
Staskiewicz, Frank	1-01-1100-670	REIMBR. MILEAGE	\$ 123.05
Kids On The Move Inc	1-01-1210-318	SPED SERVICE	\$ 2,302.75
NDE Early Childhood Traing Center	1-01-1240-630	Anita Belsky	\$ 20.00
TAESE/USU	1-01-1240-630	WORKSHOP-A. BELSKY	\$ 30.00
Teaching Strategies	1-01-1240-630	Subscription	\$ 783.75
Belsky, Anita C	1-01-1240-670	REIMBR. MILEGE	\$ 582.48
Evangelical Good Samaritan Society, The	1-01-2130-318	SPED SERVICE	\$ 5,707.00
Holiday Inn-Kearney	1-01-2130-670	ROOM-FELDHACKER	\$ 171.90
Northwest Evaluation Association	1-01-2210-318	MAP-Math,Reading & Lang., Science	\$ 12,937.50
AMAZON	1-01-2210-410	SUPPLIES	\$ 468.79
HyVee Food & Drug Store	1-01-2210-410	SUPPLIES	\$ 225.87
Prestwick House, Inc.	1-01-2210-410	S/H	\$ 13.98
Prestwick House, Inc.	1-01-2210-410	SUPPLIES	\$ 43.96
Prestwick House, Inc.	1-01-2210-410	TEACHERS EDITION BOOK III	\$ 34.95
Prestwick House, Inc.	1-01-2210-410	TEACHERS EDITION BOOK IV	\$ 34.95
Prestwick House, Inc.	1-01-2210-410	TEACHERS EDITION BOOK V	\$ 34.95
Prestwick House, Inc.	1-01-2210-410	TEACHERS EDITION BOOK VI	\$ 34.95
Quill Corp	1-01-2210-410	CREDIT MEMO	\$ (16.00)
Quill Corp	1-01-2210-410	CREDIT MEMO	\$ 16.00
Quill Corp	1-01-2210-410	SUPPLIES	\$ 16.00
Advance Education Inc.	1-01-2210-630	EXTERNAL REVIEW	\$ 1,016.66
Advance Education, Inc. PO Box 933823	1-01-2210-630	ACCREDITATION FEE 15/16	\$ 3,750.00
Father Flanagan's Boys Home (Training)	1-01-2210-630	Chris Stier- June 2 & 3, 2015- Well Managed Schoc	\$ 380.00
Father Flanagan's Boys Home (Training)	1-01-2210-630	Dawn A Johnson- June 2 & 3rd-2015	\$ 380.00
Father Flanagan's Boys Home (Training)	1-01-2210-630	Nathan Horner- July 7 & 8, 2015- Well Managed Sc	\$ 380.00
Marzano Research Laboratory	1-01-2210-630	WORKSHOP-1/4/16	\$ 1,200.00
Kirwan, Holli S	1-01-2210-670	REIMBR. MILEAGE	\$ 41.40
Educational Service #3	1-01-2210-690	HOSPITALITY-RETREAT	\$ 315.00
NE Assoc Of School Boards	1-01-2310-630	WORKSHOP-BARTLES	\$ 25.00
CDWG	1-01-2310-690	SUPPLIES	\$ 703.27
Eddie's Catering	1-01-2310-690	REC. BANQUET	\$ 1,921.25
KSB School Law, PC LLO	1-01-2320-317	LEGAL SERVICE	\$ 1,834.48
Omaha World Herald	1-01-2320-350	EMPLOYMENT AD	\$ 1,633.18
Omaha World Herald	1-01-2320-350	LEGALS	\$ 510.52
Papillion Times	1-01-2320-440	52 WK RENEWAL	\$ 50.00
NE Assoc Of School Boards	1-01-2320-630	WORKSHOP-BUMGARDNER/MOLZER	\$ 75.00
NE Council of School Administrators	1-01-2320-630	REGISTRATION:BUMGARDER/MOLZER	\$ 150.00
Bumgardner, Thoma J	1-01-2320-670	REIMBR. MILEAGE	\$ 120.48
Lukas Partners, Inc.	1-01-2330-318	PR SERVIC- JUNE 2015	\$ 595.75
American Express	1-01-2330-350	CREDIT CARD	\$ 199.00
Metropolitan Omaha Educational Consortiu	1-01-2330-630	MEMBERSHIP 15/16	\$ 4,000.00
Harris	1-01-2510-318	AE-ANNUAL MAINT.	\$ 1,488.38
Midwest Office Automations	1-01-2510-318	SUPPLIES	\$ 2,765.99
NE Assoc Of School Boards	1-01-2510-318	UNEMPLOYMENT INSR. PROGRAM	\$ 897.00
One Source	1-01-2510-318	BACKGROUND CHECK	\$ 280.00
CenturyLink	1-01-2510-342	PHONE @ CO	\$ 299.72
CenturyLink	1-01-2510-342	PHONE @ SP	\$ 405.27
MCI	1-01-2510-342	LONG DISTANCE	\$ 54.54
Verizon Wireless	1-01-2510-342	CELL PHONES	\$ 188.90
Windstream	1-01-2510-342	PHONES	\$ 520.11
Culligan Us Filter	1-01-2510-410	SUPPLIES	\$ 26.38
Quill Corp	1-01-2510-410	SUPPLIES	\$ 8.24
NE Assoc Of School Boards	1-01-2510-630	WORKSHOP-BUMGARDNER/MOLZER	\$ 75.00
NE Council of School Administrators	1-01-2510-630	REGISTRATION:BUMGARDER/MOLZER	\$ 150.00
American Express	1-01-2520-336	CREDIT CARD	\$ 263.11
Mahoney, Jeremy R	1-01-2520-336	REIMBR. VAN GAS	\$ 57.75

BILLS BY FUND FOR PAYMENT JULY 13, 2015			
ARR-Boone Brothers Roofing	1-01-2620-318	REPAIR @ LP	\$ 750.00
Great Plains Pest Services In	1-01-2620-318	PEST CONTRL	\$ 150.00
Johnson, Charles E	1-01-2620-318	WATER OPERATOR	\$ 450.00
Papillion Sanitation	1-01-2620-318	SANITATION PICK UP	\$ 395.42
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ PHS	\$ 2,000.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ SP	\$ 750.00
Rosser Lawn Care, Inc.	1-01-2620-318	MOWING @ WM	\$ 720.00
Water Engineering Incorporated	1-01-2620-318	WATER TESTING	\$ 122.71
ARR-Boone Brothers Roofing	1-01-2620-319	REPAIR @ PHS	\$ 578.00
Grunwald Mechanical Contractor	1-01-2620-319	REPAIR @ PHS	\$ 317.35
Grunwald Mechanical Contractor	1-01-2620-319	REPAIR BOILER	\$ 1,195.29
Grunwald Mechanical Contractor	1-01-2620-319	REPAIR SPRINKLER SYSTEM @ PHS	\$ 348.29
Leaders Drywall	1-01-2620-319	DRYWALL @ PHS & WM	\$ 5,755.00
Millard Sprinkler	1-01-2620-319	REPAIR PHS FB FIELD	\$ 328.05
Protex Central Inc	1-01-2620-319	FIRE ALARM INSPECTIONS	\$ 918.00
Rainbow Glass And Supply	1-01-2620-319	ROOF FLASHING	\$ 252.00
SimplexGrinnell Lp	1-01-2620-319	SUPPLIES	\$ 287.37
Electrical Engineering & Equipment Co	1-01-2620-410	SUPPLIES	\$ 379.80
Grainger	1-01-2620-410	SUPPLIES	\$ 874.94
Home Depot/GECF	1-01-2620-410	SUPPLIES	\$ 498.33
Midwest Floor Covering, Inc.	1-01-2620-410	MATERIAL @ PHS	\$ 13,912.00
ZIMCO	1-01-2620-410	SUPPLIES	\$ 420.00
Penske Truck Leasing Co.,L.P.	1-01-2620-690	TRUCK RENTAL	\$ 179.16
Cambium Learning Group/Sopris Learning	1-01-4100-410	EACH	\$ 755.70
Cambium Learning Group/Sopris Learning	1-01-4100-410	SUPPLIES	\$ 789.79
Education	1-01-4100-410	SUPPLIES	\$ 2,721.94
Kids On The Move Inc	1-01-4404-318	SPED SERVICE	\$ 1,387.75
NE Council of School Administrators	1-01-4700-630	NCE CONFERENCE-P.LAYHER	\$ 80.00
Layher, Patricia A	1-01-4700-670	REIMBR MILEAGE	\$ 330.63
Wingate Inn-Kearney	1-01-4700-670	ROOM-P.LAYHER	\$ 95.95
Miller, Vanessa A	1-01-6000-410	REIMBR. SUPPLIES	\$ 30.35
Thomas, Tina M	1-01-6000-410	REIMBR. SUPPLIES	\$ 85.00
Walmart Community/GECRB	1-01-6000-410	SUPPLIES	\$ 126.56
Metropolitan Utilities Dist	1-02-2610-321	LEVEL PAYMENT	\$ 404.00
Omaha Public Power District	1-02-2610-322	LEVEL PAYMENT	\$ 385.47
Happy, Yellow and Checker Cab Companie	1-02-2750-318	SPED/REG. TRANSPORTATION	\$ 1,456.80
First Student	1-02-2760-318	ADDTL RTS.NON DISTRICT DAYS	\$ 693.87
First Student	1-02-2760-318	FACILITY RENT	\$ (1,000.00)
First Student	1-02-2760-318	FUEL EXCALATOR	\$ 544.82
First Student	1-02-2760-318	SPED ROUTES	\$ 7,863.86
Happy, Yellow and Checker Cab Companie	1-02-2760-318	SPED/REG. TRANSPORTATION	\$ 2,192.17
Samantha Eason	1-02-2760-332	PARENT MILEAGE	\$ 239.20
Metropolitan Utilities Dist	1-03-2610-321	LEVEL PAYMENT	\$ 391.00
Omaha Public Power District	1-03-2610-322	LEVEL PAYMENT	\$ 367.03
Pioneer Publishing Co	1-10-1100-410	SUPPLIES	\$ 301.40
Quill Corp	1-10-1100-410	SUPPLIES	\$ 138.18
AMAZON	1-10-1100-690	SUPPLIES	\$ 799.60
Douglas County School Dist 0001	1-10-1230-362	SPED SERVICE	\$ 9,552.89
Emily R Wadhams, HPMT,MT-BC	1-10-1230-362	SPED SERVICE	\$ 480.00
Madonna School	1-10-1230-362	SPED SERVICE	\$ 1,402.39
Westside Community Schools	1-10-1290-318	SPED SERVICE	\$ 210.60
HyVee Food & Drug Store	1-10-1290-410	SUPPLIES	\$ 152.34
Cambium Learning Group/Sopris Learning	1-10-1320-410	SUPPLIES	\$ 789.82
University of Oregon	1-10-1320-410	DIBELS	\$ 9.00
AccuPrint Laser Services Inc	1-11-1100-410	TONER	\$ 142.95
Quill Corp	1-11-1100-410	SUPPLIES	\$ 442.73
Quill Corp	1-11-1100-530	SUPPLIES	\$ 245.86
Holiday Inn Express-Kearney	1-11-1100-670	ROOM-CONNERY	\$ 166.00
Namify	1-11-1100-690	SUPPLIES	\$ 30.30
Cambium Learning Group/Sopris Learning	1-11-1220-410	SUPPLIES	\$ 1,579.59
NE Council of School Administrators	1-11-2410-630	MEMBERSHIP-HENEGER	\$ 235.00
City Of Springfield	1-11-2610-321	WATER & SEWER @ SP	\$ 134.57
Metropolitan Utilities Dist	1-11-2610-321	LEVEL PAYMENT	\$ 1,388.00

BILLS BY FUND FOR PAYMENT JULY 13, 2015			
Omaha Public Power District	1-11-2610-322	LEVEL PAYMENT	\$ 3,522.11
Hillyard/Sioux Falls	1-11-2610-410	SUPPLIES	\$ 98.36
AMAZON	1-12-1100-410	SUPPLIES	\$ 582.47
AMAZON	1-12-1220-410	SUPPLIES	\$ 16.99
Cambium Learning Group/Sopris Learning	1-12-1220-410	SUPPLIES	\$ 1,579.60
Omaha Public Power District	1-12-2610-322	LEVEL PAYMENT	\$ 4,207.80
S I D #23	1-12-2610-323	WATER & SEWER @ WM	\$ 58.56
Hillyard/Sioux Falls	1-12-2610-410	SUPPLIES	\$ 98.35
Educational Service #3	1-20-1100-318	A/V REPAIR	\$ 472.56
Quill Corp	1-20-1100-410	SUPPLIES	\$ 107.95
Father Flanagan's Boys' Home-	1-20-1230-362	SPED SERVICE	\$ 2,016.48
Goodwill Industries, Inc.	1-20-1230-362	SPED SERVICE	\$ 369.00
Ollie Webb Center, Inc.	1-20-1230-362	SPED SERVICE	\$ 7,280.00
AMAZON	1-21-1100-410	SUPPLIES	\$ 106.51
Culligan Us Filter	1-21-1100-410	SUPPLIES	\$ 5.50
Decker, Inc.	1-21-1100-410	SUPPLIES	\$ 215.51
T & T Custom Cabinets, Inc.	1-21-1100-410	CABINETS @ PC	\$ 3,171.30
Worthington Direct	1-21-1100-410	SUPPLIES	\$ 499.10
Worthington Direct	1-21-2410-410	SUPPLIES	\$ 1,365.80
American Express	1-21-2410-690	CREDIT CARD	\$ 91.57
Hillyard/Sioux Falls	1-21-2610-410	SUPPLIES	\$ 98.36
Edgenuity Inc.	1-22-1100-318	VIRTUAL CLASSROOM LICENSES	\$ 1,100.00
Lowe's	1-22-1100-410	CREDIT MEMO	\$ (1,165.30)
Lowe's	1-22-1100-410	SUPPLIES	\$ 2,094.46
Schmitt Music Center	1-22-1100-410	SUPPLIES	\$ 64.68
Walmart Community/GEGRB	1-22-1100-410	SUPPLIES	\$ 86.26
American Express	1-22-1100-630	CREDIT CARD	\$ 95.00
Hobbs, Katie R	1-22-1220-410	SUPPLIES	\$ 19.03
Quill Corp	1-22-2410-410	SUPPLIES	\$ 306.26
Metropolitan Utilities Dist	1-22-2610-321	LEVEL PAYMENT	\$ 3,127.00
Omaha Public Power District	1-22-2610-322	LEVEL PAYMENT	\$ 15,459.59
Hillyard/Sioux Falls	1-22-2610-410	SUPPLIES	\$ 196.71
			\$ 193,944.39
SCHOOL LUNCH FUND			
Payee	Account Code	Reason	Amount
Taher, Inc.	2-23-6000-318	OPERATING EXP. APRIL 2015	\$ 41,145.11
			\$ 41,145.11
EQUIPMENT FUND			
Payee	Account Code	Reason	Amount
Douglas J Kelley	3-06-2515-000	ASPHALT & PARKING	\$ 2,329.00
Leading Edge Lawn & Landscape, LLC	3-06-2515-000	GRIND STUMPS @ WM & PHS	\$ 600.00
Olsson Associates	3-06-2515-000	LAGOON STUDY	\$ 2,430.00
Prime Communications, Inc.	3-06-2515-000	WIRELESS UPGRADE	\$ 38,351.68
Sherwin-Williams Co. (The)	3-06-2515-000	SUPPLIES	\$ 1,234.64
			\$ 44,945.32
			\$ 280,034.82



Prepared For
BRETT RICHARDS
 SO SARPY SCHOOL 46

Account Number
 XXXX-XXXXX7-21006

Closing Date
 06/22/15

Page 3 of 3

Activity Continued

Card Number XXXX-XXXXX7-22020				Reference Code	Amount \$
05/24/15	WORLDS OF FUN-FINANC KANSAS CITY REF# 00018755254 8164544545 GENERAL MERCHANDISE ROC NUMBER 00018755254	MO 05/22/15	00018755254	<i>1-04-2015</i>	2,354.80
05/24/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025144 402-253-8004	NE 05/22/15	85544025144	<i>1-04-2015</i>	40.00
05/27/15	ACDA INTERNET 101001 405-2328161 REF# 62914 405-232-8161	OK 05/26/15	62914000000	<i>1-04-2015</i>	95.00
06/02/15	ALWAYS SIGN 0087 HUNTINGTON BE REF# 0296620713 714-848-5087 SPECIALTY RETAIL ROC NUMBER 0296620713	CA 06/01/15	02966207130	<i>1-04-2015</i>	71.55
06/02/15	BUYERS GUIDE LISTIN ST PETERSBURG 851808951 100234715509 33702 ROC NUMBER 8518089515398016	FL 06/01/15	85180895153	<i>1-04-2015</i>	199.00
06/11/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025162 402-253-8004	NE 06/10/15	85544025162	<i>1-04-2015</i>	51.00
06/12/15	ALWAYS SIGN 0087 HUNTINGTON BE REF# 0116759516 714-848-5087 SPECIALTY RETAIL ROC NUMBER 0116759516	CA 06/11/15	01167595160	<i>1-04-2015</i>	20.02
06/12/15	AED BRANDS 084890015 800-5801375 REF# 73011005163 8772315222	GA 06/11/15	73011005163	<i>1-04-2015</i>	1,245.00
06/12/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025163 402-253-8004	NE 06/11/15	85544025163	<i>1-04-2015</i>	33.38
06/17/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025168 402-253-8004	NE 06/16/15	85544025168	<i>1-04-2015</i>	59.61
06/18/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025169 402-253-8004	NE 06/17/15	85544025169	<i>1-04-2015</i>	21.54
06/18/15	B & D Pit Stop LLC SPRINGFIELD REF# 85544025169 402-253-8004	NE 06/17/15	85544025169	<i>1-04-2015</i>	57.58
Total for BRETT A. RICHARDS				New Charges/Other Debits Payments/Other Credits	4,248.48 0.00

008194 3/3

14074

**Springfield Platteview Community Schools
2016-2017**

July 2016							August 2016							September 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
					1	2		1	2	3	4	5	6					1	2	3
3	4	5	6	7	8	9	7	8	9	10	11	12	13	4	5	6	7	8	9	10
10	11	12	13	14	15	16	14	15	16	17	18	19	20	11	12	13	14	15	16	17
17	18	19	20	21	22	23	21	22	23	24	25	26	27	18	19	20	21	22	23	24
24	25	26	27	28	29	30	28	29	30	31				25	26	27	28	29	30	
31																				
October 2016							November 2016							December 2016						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1			1	2	3	4	5					1	2	3
2	3	4	5	6	7	8	6	7	8	9	10	11	12	4	5	6	7	8	9	10
9	10	11	12	13	14	15	13	14	15	16	17	18	19	11	12	13	14	15	16	17
16	17	18	19	20	21	22	20	21	22	23	24	25	26	18	19	20	21	22	23	24
23	24	25	26	27	28	29	27	28	29	30				25	26	27	28	29	30	31
30	31																			
January 2017							February 2017							March 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
1	2	3	4	5	6	7				1	2	3	4				1	2	3	4
8	9	10	11	12	13	14	5	6	7	8	9	10	11	5	6	7	8	9	10	11
15	16	17	18	19	20	21	12	13	14	15	16	17	18	12	13	14	15	16	17	18
22	23	24	25	26	27	28	19	20	21	22	23	24	25	19	20	21	22	23	24	25
29	30	31					26	27	28					26	27	28	29	30	31	
April 2017							May 2017							June 2017						
Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa	Su	Mo	Tu	We	Th	Fr	Sa
						1				1	2	3	4					1	2	3
2	3	4	5	6	7	8	7	8	9	10	11	12	13	4	5	6	7	8	9	10
9	10	11	12	13	14	15	14	15	16	17	18	19	20	11	12	13	14	15	16	17
16	17	18	19	20	21	22	21	22	23	24	25	26	27	18	19	20	21	22	23	24
23	24	25	26	27	28	29	28	29	30	31				25	26	27	28	29	30	
30																				

Bold Contract Day - No Classes **Double** No Classes, - No Teachers 1st Day of Quarter
Strike Early Dismissal **Bold Strike** One (1) Hour Late Start Last Day of Quarter

Note: All Mondays that school is in session is a one hour late start.

First Semester

8/10 New Teacher Workshop
8/11-12, 15 All Staff Report
8/16 First Day of Classes
9/5 Labor Day – No Classes
9/26 Teacher In-Service
10/21 Early Dismissal – End of 1st Quarter

(47 Student Days/51 Teacher Days)

10/24 1st Day of 2nd Quarter
10/26-27 Early Dismissal – Parent-Teacher Conferences
10/28 Comp Day – No Class
11/23 Early Dismissal – ½ Teacher Contract Day
11/24-25 No School - Thanksgiving
12/19-22 Early Dismissal – Semester Finals
12/22 ½ Teacher Contract Day
12/23-1/4 Break

(41 Student Days/42 Teacher Days - 41 Teacher Contract Days)

178 Total Student Days

187 Total Teacher Days (186 Total Teacher Contract Days)

Second Semester

1/4 Teacher In-Service – No Classes
1/5 1st day of 3rd Quarter - 2nd semester
1/16 No School – Martin Luther King Day
2/15-16 Early Dismissal – Parent-Teacher conferences
2/17 Comp Day – No Classes
2/20 No School – President's Day
3/10,13 Break
3/17 Early Dismissal – End of 3rd Quarter

(47 Student Days/49 Teacher Days)

3/20 1st Day of 4th Quarter
4/12-17 Spring Break
4/21 Teacher In-Service – No Classes
5/17 Last Day for Seniors
5/21 Commencement
5/22-24 Early Dismissal – Finals
5/24 Early Dismissal – Finals – Last Day
5/25 Teacher Work Day

(43 Student Days/45 Teacher Days)

ADDENDUM
SCHOOL FOOD SERVICE AGREEMENT
2015/16

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 2015/2016 school year will be as follows: \$3.206 for student lunches, \$1.529 for student breakfasts, \$.804 for snacks, and \$3.204 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 \$.2475 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 \$3.04 for each free lunch, \$2.64 for each reduced price lunch and \$.34 for each paid lunch (including the \$.06 per meal HHFKA reimbursement); \$1.62 for each free breakfast, \$1.32 for each reduced breakfast, and \$.28 for each paid breakfast;

- 6) That the prices charged for school lunches will be \$2.60 for elementary students, \$2.80 for secondary students; \$1.55 for elementary student breakfast and \$1.85 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 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. 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 two (2) 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:  _____

Title: CEO _____

Date: 6/26/15 _____

APPROVED BY STATE AGENCY:

By: _____

Title: _____

Date: _____



AIA[®]

Document B103[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

AGREEMENT made as of the 29th day of June in the year 2015
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Springfield Platteview Community Schools
14801 South 108 Street
Springfield, Nebraska 68059

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

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

DLR Group inc. (a Nebraska corporation)
6457 Frances Street, Suite 200
Omaha, NE 68106
Telephone Number: 402/393-4100 Fax Number: 402/393-8747

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

Springfield Platteview Community Schools
Springfield, Nebraska

Project Description Summary

- Westmont Elementary & Central Junior High Facility Audit Update, Cost Options & Basic Architectural and Engineering Design, Bidding and Construction Observation Services
- District Enrollment Projection Update & Facility Capacity Assessment New Elementary School Site Evaluation & Concept Planning.

DLR Group Project No. 10-13125-00

The Owner and Architect agree as follows.

Init.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	ARCHITECT'S RESPONSIBILITIES
3	SCOPE OF ARCHITECT'S BASIC SERVICES
4	ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Project Physical Parameters:

The Westmont Elementary & Central Junior High School Facility Audit Update, Cost Options & Basic Architectural & Engineering Design & Construction Phase Services includes approximately 67,000 square feet of remodeled program space. The project scope shall include the following:

- Remodeling of existing classroom spaces to construct permanent walls and to add classroom doors.
- Installation of automatic fire sprinkler system throughout existing building.
- Renovation to include HVAC, electrical power and lighting and finishes.
- Determine cost options for both buildings to match available funding options.
- Develop Schematic Design documents to convey project scope and associated cost estimate for review and approval.
- Develop Design Development documents to convey project scope and associated cost estimate for review and approval.
- Final Contract Documents for competitive bidding via combined general contractor public bid process.
- Receive and review bids. Make recommendation to school board for award to the lowest responsible bidder.
- Provide construction phase services to include periodic site observation, contractor coordination meetings, shop drawing review, pay application review, quality assurance observation and project close out services

District Enrollment Projection Update & Facility Capacity Assessment. The project scope shall include the following:

- Update district enrollment projections.

Init.

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User Notes:

(1833129809)

- Review areas of projected housing growth and potential enrollment impact.
- Review existing facility capacities and enrollment growth impact.

New Elementary School Site Evaluation & Concept Planning. The project scope shall include the following:

- Evaluate potential elementary school site(s) for size, layout, traffic flow, vehicle access, utility improvements.
- Develop comparative site development cost assessment.
- Review potential site layout and associate costs with developer, school district and municipal representatives.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

To be determined through Facility Audit process.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Westmont and Central Junior High School remodeling project to be in the range of \$3,500,000.00 and \$4,200,000.00

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 — Design phase milestone dates, if any: **Project Time Parameters:**

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options shall be completed no later than September 18th, 2015. Basic Architectural and Engineering Design, Bidding and Construction Observation Services shall begin no sooner than November 1st, 2015 and shall be completed no later than August 12th, 2016.

District Enrollment Projection Update & Facility Capacity Assessment shall be completed no later than September 18th, 2015.

.2 — Commencement of construction:

.3 — Substantial Completion date or milestone dates:

.4 — Other:

New Elementary School Site Evaluation & Concept Planning shall be completed no later than September 18th, 2015.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:

(Identify method such as competitive bid, negotiated contract or construction management.)

Competitive Bid

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:

(List number and type of bid/procurement packages.)

The parties of this Agreement do not contemplate a project delivery scheme in which the Owner or Owner's representative engages multiple Prime Contractors or in which the scope of work is divided into multiple independent packages for bidding, negotiation, or construction. The services of the Architect that are required to subdivide the scope of Work into independent packages of Contract Documents for bidding or negotiation purposes

Init.

or as a basis for the Owner's or Owner's representative engagement of multiple Prime Contractors shall be compensated as Changes in Services or Additional Services. This includes work performed by a construction manager, another contractor or professional consultant retained by the Owner.

§ 1.1.7 Other Project information:

(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

NA

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:

(List name, address and other information.)

Brett Richards
Springfield Platteview Schools
14801 South 108th Street
Springfield, NE 68059
402-592-1300
brichards@springfieldplatteview.org

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:

(List name, address and other information.)

NA

§ 1.1.10 The Owner will retain the following consultants and contractors:

(List name, ~~legal status~~, address and other information.)

.1 ~~Cost Consultant:~~

.2 ~~Scheduling Consultant:~~

.3 Geotechnical Engineer:

To be determined

.4 Civil Engineer:

DLR Group

.5 Other, if any:

(List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

Special inspection and testing Consultant to be determined.

Topographic Survey Consultant to be determined

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:

(List name, address and other information.)

Init.

Patrick Phelan
DLR Group
6457 Frances Street, Suite 200
Omaha, NE 68106402-393-4100

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and ~~1.1.12.2~~ 1.1.12.2. Notwithstanding anything in this Agreement to the contrary, the Architect shall inform the Owner of the name and address of each consultant retained by Architect working on the Project, regardless of when such consultant is retained. Owner may, at any time with reasonable cause, object to any of the Architect's consultant's working on the Project, in which case the Architect shall replace such consultant.
(List name, legal status, address and other information.)

§ 1.1.12.1 Consultants retained under Basic Services:

.1 Structural Engineer:

DLR Group

.2 Mechanical Engineer:

DLR Group

.3 Electrical Engineer:

DLR Group

§ 1.1.12.2 Consultants retained under Additional Services:

To be determined

§ 1.1.13 Other Initial Information on which the Agreement is based:

None at the time of execution.

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. Any designs, drawings or specifications prepared or furnished by Architect that contain errors, conflicts or omissions will be promptly corrected by Architect at no additional cost to Owner.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project. Notwithstanding the foregoing, in no event shall the Architect engage in any activity, or accept any employment, interest or contribution that would compromise the Architect's professional judgment with respect to this Project.

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§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. ~~If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.~~

§ 2.5.1 ~~Comprehensive-Commercial~~ General Liability with policy limits of not less than (\$ ~~One Million Dollars (\$1,000,000)~~) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury and property damage. Owner is to be included under such policy as additional insured to the extent of liability assumed by Architect, with coverage to be primary and not contributory with any such coverage maintained by Owner. The policy shall contain a severability of interests' provision in favor of the additional insureds.

§ 2.5.2 Automobile Liability covering ~~owned and rented-owned, rented, and non-owned~~ vehicles operated by the Architect with policy limits of not less than (\$ ~~One Million Dollars (\$1,000,000)~~) combined single limit ~~and aggregate~~ for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for ~~Comprehensive-Commercial~~ General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 ~~Workers' Compensation at statutory limits and~~ The Architect will provide Workers' Compensation as statutorily required. Architect shall maintain coverage for Employers Liability with a policy limit of not less than (\$ ~~One Million Dollars (\$1,000,000)~~).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than (\$ ~~One Million Dollars (\$1,000,000)~~) per claim and in the aggregate. Coverage shall be maintained for the term of services under this Agreement. If Owner chooses to acquire a policy of professional liability insurance for the Project, then Owner and Architect must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. All deductibles and premiums associated with the above coverages except a project specific policy of professional liability insurance shall be the responsibility of Architect. The certificates will show the Owner as an additional insured on the ~~Comprehensive-General Liability, Automobile Liability, umbrella or excess policies-Commercial General Liability and Automobile Liability~~ policies. Umbrella and excess liability policies shall be following form additional insured provision as included in underlying policies. The Architect shall ensure that all Consultants engaged by the Architect carry and maintain sufficient insurance that is appropriate to the project in the reasonable discretion of the Architect.

The Architect and Consultants shall submit proof of such insurance to the Owner before submittal of the first invoice to the Owner, at the anniversary date(s) of the submittal, and at any time when a material change in coverage, carriers, or underwriters occurs. The maintenance of such coverage shall be a condition precedent to the Owner's obligation to pay under this Agreement.

The Architect shall submit written notice to the Owner within three (3) days of any change to an insurance policy.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary civil, structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services. Master Plan and Pre-Bond Issue Planning shall include:

Architect shall meet with community citizens committee, Administration and Faculty Staff, as authorized by the Board of Education, to analyze, receive input and create space programs, facility evaluations and project scope for recommendations for the District Master Plan and Pre-Bond Issue Planning Services.

Architect shall prepare a report to the Administration and Board of Education regarding the recommendation and conclusions reached. The report shall include:

Review of enrollment projections to confirm education space utilization needs.

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- Review of analysis of existing building systems (general, structural, mechanical and electrical) needs.
- Recommendation of preventative maintenance needs and improvements.
- Site evaluation and design coordination.
- Evaluation of any proposed building additions with consideration for future addition and site improvements consistent with the Master Plan.
- Graphic representations of recommendations for locations of buildings and site improvements.
- Estimate of probable construction and total projects costs.

Architect shall provide Pre-Bond Issue Election Planning Services to consult with and assist the School District and the School District's Fiscal Agent in providing information to the public regarding the Project prior to the bond issue election, including participation in public presentations to present fact and information regarding the Project to the public prior the election on the bond issue question. The Architect will initiate, in conjunction with the community citizens committee, direct contacts through interviews, personal contacts, civic meetings and events, both formal and informal, with potential stake holders in the Project to inform them of the Scope of the Project Document and its contents

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information. be responsible for coordinating all Architect's Basic and all other services required under this Agreement regardless of whether performed by its own employees or its consultants. The purpose of such coordination is to ensure that the services required are performed in a reasonably efficient, timely and economical manner. The Architect shall be responsible to Owner for the services furnished to Architect by any of its consultants to the same extent as if Architect had furnished the service itself. The Architect also agrees to coordinate and resolve any inconsistencies in its work and the work of its consultants. All of Architect's contracts with its consultants shall be in writing, signed by both parties, and shall include the following provision: "The Owner is intended to be a third party beneficiary of this agreement."~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and Owner and participate in developing and revising the Project schedule as it relates to the Architect's services.

~~§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause. The Architect represents that it is familiar with, and experienced in the interpretation and implementation of, laws, codes and regulations applicable to the Architect's services and the Project in general. Accordingly, the Architect shall be subject to a standard of care consistent with industry standards in its execution of the work of this Project and as applicable to such laws, codes and regulations. The Architect shall respond in the design of the Project to requirements imposed by governmental authorities having jurisdiction over the Project and shall comply with all directives of such authorities. Where necessary for the successful completion of the Project, the Architect shall meet with appropriate governmental officials in the various design stages hereunder to apprise such officials of the specifics of the Project in order to avoid any deviations from such applicable laws, codes and regulations and in order to assist the Owner in the permitting process. The Architect acknowledges that Owner is relying on the Architect's expertise in laws, codes and regulations concerning projects of this type. The Architect agrees that work performed by the Architect and any consultants of the Architect shall comply with such applicable laws, codes and regulations in a manner consistent with industry standards.~~

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

~~§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.~~

~~§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.4, and request the Owner's approval.~~ **The Architect shall submit the Schematic Design Documents to the Owner and request the written approval from the Owner of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase in accordance with Sections 6.1.1 through 6.1.4.4.**

3.2.8 Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Schematic Design Documents shall comply with

all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. ~~The Architect shall meet with the Cost Consultant to review the Design Development Documents.~~ documents to the Owner for review and written approval. If revisions to Design Development Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase, the Architect shall incorporate the required revisions in the Construction Document Phase in accordance with Sections 6.1.1 through 6.1.4.4.

§ 3.3.3 ~~Upon receipt of the Cost Consultant's estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner's approval of the Design Development Documents.~~ Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Design Development Documents shall comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project. The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project. The Architect, at its own expense, shall be responsible for making changes in the Construction Documents which are suggested by said governmental authorities and requested by Owner.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. ~~The Architect shall meet with the Cost Consultant to review the Construction Documents.~~ for review and written approval. If revisions to Construction Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction

Documents Phase, the Architect shall incorporate the required revisions in accordance with Sections 6.1.1 through 6.1.4.4.

§ 3.4.5 ~~Upon receipt of the Cost Consultant's estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner's approval of the Construction Documents. Notwithstanding anything in the Agreement to the contrary, the Architect shall exercise usual and customary professional care consistent with industry standards such that the Construction Documents, including Drawings and Specifications, shall comply with all Federal, state, and local laws, regulations, ordinances, codes, orders, and rules applicable to the Project existing at the time such documents are completed by the Architect.~~

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

- .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
- .2 participating in a pre-bid conference for prospective bidders, and
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal ~~requirements~~ requirements, and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

- .1 facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201TM-2007, A201-2007, General Conditions of the Contract for Construction. ~~If the Owner and Contractor modify AIA Document A201-2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.~~ Construction, as amended by Owner, unless otherwise provided in this Agreement. Modifications made to the General Conditions, when adopted as part of the Contract Documents, shall be enforceable under this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the

Contract Documents. The Architect shall be responsible for the Architect's negligent acts or ~~omissions, errors,~~ but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates ~~on the date the Architect issues the final Certificate for Payment~~ sixty (60) days after date of Substantial Completion.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the observable progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect ~~has the authority to reject~~ shall advise the Owner in writing, regarding a recommendation of rejection of Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 ~~The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness. Upon request of the Owner or Contractor, the Architect shall, with reasonable promptness, render its interpretations and decisions on claims, disputes, or other matters in question between the Owner and the Contractor as provided in the Contract Documents. However, the Architect's interpretations and decisions shall not be binding on either the Owner or the Contractor.~~

§ 3.6.2.4 Interpretations and decisions ~~of the Architect rendered by the Architect under Section 3.6.2.3 hereof shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.~~

§ 3.6.2.5 ~~Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.~~

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the uncovered Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to

correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review schedule. Time periods for response will be as stated in the specifications for the Project. If submittal processing will exceed the time period as stated in the specifications, the Architect will notify the Contractor. Submissions that are not approved by the Architect are to be brought to the attention of the Owner concurrent with notification to the Contractor.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information. Architect shall acknowledge the receipt of each Contractor-generated Request for Information (hereafter "RFI") within three (3) working days after receiving it. The Architect shall endeavor to issue a written answer to the Contractor and the Owner, if desired, for each RFI (along with necessary descriptive drawings, specifications, or other documents) with the promptness necessary to avoid unnecessary delay or cost, within ten (10) working days after the RFI is received by the Architect. If the RFI processing will exceed the agreed upon review period, the Architect will notify the Contractor and the Owner.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct ~~inspections-site inspections~~, to the extent consistent with professional skill, quality and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances, to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 ~~Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance. The Architect, during the tenth (10th) month after the Date(s) of Substantial Completion, and without additional compensation, shall visit the Project to review the work and shall prepare a report to be issued to the Owner (and, at the Owner's direction, to the Contractor) indicating outstanding work to be corrected and warranty issues to be addressed by the Contractor. To the extent that services of the Architect are required for the Contractor's corrections of the work or the Contractor's satisfaction of warranty requirements, such services, upon written approval of the Owner, shall be considered a Change in Services for which the Architect will be compensated.~~

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. ~~The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Owner may request other Additional Services of the Architect. Additional Services will be requested by the Owner, and confirmed in writing. Should the Owner request services that the Architect believes to be outside the scope of Basic Services, the Architect shall, before performing those services, inform the Owner in writing of the Architect's belief that the services requested are Additional Services, and shall provide an estimate in writing to the Owner of the probable total of the Additional Service Fees to be incurred in performing the services requested.~~

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
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AIA[®]

Document B103[™] – 2007

Standard Form of Agreement Between Owner and Architect for a Large or Complex Project

§ 4.1.1 Programming(B202 [™] 2009)	<u>Architect (Master Plan)</u>	<u>3.1</u>
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This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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User Notes:

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§ 4.1.2	Multiple preliminary designs	Architect (Master Plan)	3.1
§ 4.1.3	Measured drawings	Not Provided	
§ 4.1.4	Existing facilities surveys	Architect (Master Plan)	3.1
§ 4.1.5	Site Evaluation and Planning (B203™-2007)	Architect (Master Plan)	3.1
§ 4.1.6	Building Information Modeling (B202™-2008) information modeling	Not Provided	
§ 4.1.7	Civil engineering	Architect	4.2.3
§ 4.1.8	Landscape design	Architect	4.2.3
§ 4.1.9	Architectural Interior Design (B252™-2007)	Architect	4.2.4
§ 4.1.10	Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11	Detailed cost-Cost estimating	Architect	
§ 4.1.12	On-site project representation	Not Provided	4.3.3
§ 4.1.12	On-site Project Representation (B207™-2008)		
§ 4.1.13	Conformed construction documents	Not Provided	
§ 4.1.14	As-Designed Record As designed record drawings	Not Provided	
§ 4.1.15	As-Constructed Record-As constructed record drawings	Architect	
§ 4.1.16	Post occupancy evaluation	Architect	3.6.6.5
§ 4.1.17	Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18	Tenant-related services	Not Provided	
§ 4.1.19	Coordination of Owner's consultants	Architect/Owner	
§ 4.1.20	Special Systems Design	Architect/Not Provided	4.2.1 and 4.2.2
§ 4.1.20	Telecommunications/data design		
§ 4.1.21	Security Evaluation and Planning (B206™-2007)	Owner	
§ 4.1.22	Commissioning (B211™-2007)	Owner	
§ 4.1.23	Extensive environmentally responsible design	Not Provided	
§ 4.1.24	LEED® Certification (B214™-2012) (B214™-2007)	Not Provided	
§ 4.1.25	Historic Preservation (B205™-2007)	Not Provided	
§ 4.1.26	Furniture, Furnishings, Finishings, and Equipment Design (B253™-2007)	Owner	4.2.4
4.1.27	Bond Issue support Services	Architect (Master Plan)	3.1
4.1.28	Coordination with third Party construction manager	Not Provided	1.1.6, 11.2, 12.1.7

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

4.2.1 Special Systems included by Architect are Intercom and Fire Alarm Systems and Rough-in infrastructure for A/V, data, telephone and security systems.

4.2.2 A/V Systems design, telephone/voice, data cabling design, security systems and sound systems design are Additional Services.

4.2.3. Civil Engineering Services not provided in Basic Services but can be provided by or coordinated by DLR Group as an Additional Service if requested:

.1 State of Nebraska NPDES Permit preparation and coordination;

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- .2 Off-Site (Outside of Owner's property) utility extensions and/or improvements design services;
- .3 Public roadway improvements design services, (ie. added turning and/or deceleration lanes);
- .4 Traffic signalization design services and/or traffic impact studies;
- .5 Stormwater Pollution Prevention Plan (SWPPP) design and preparation;
- .6 SWPPP Inspections;
- .7 City required development agreement assistance/coordination;
- .8 Army Corps of Engineers 404 Permits;
- .9 Stormwater Detention analysis/design;
- .10 Preparation submittal and/or coordination of City and/or County site plan review submittals or meetings;
- .11 Boundary and/or Topographic Surveying Services;
- .12 Platting Services;
- .13 Post Construction Stormwater Management Plan (PCSMP) design and submittal services.

4.2.4. Interior Design Services not provided in Basic Services but can be provided by or coordinated by DLR Group as an Additional Service if requested:

- .1 Way finding including interior building signage;
- .2 Extensive wall graphics design (ie., gymnasiums, commons, libraries, etc...);
- .3 Design of or Design Review of Owner's Vendor design of furniture and equipment locations, procurement and specifications including any color coordination with interior finishes, millwork and casework;
- .4 Selection of window treatments and window treatment schedule;
- .5 Inventory and site verification of existing equipment and furniture.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 bid alternates. Preparation of design and documentation for increased or decreased scope of work for proposal requests proposed by the Owner. Preparation of design and documentation for separate or sequential bids or providing services in connection with bidding, negotiation or construction prior to

- the completion of the Construction Documents Phase.
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than the Architect.
- .12 Changes required in the Instruments of Service to reduce the cost of the Project where the Owner has provided Value Engineering;**
- .13 Services made necessary due to the default of the Contractor.**
- or**
- .14 Providing services in connection with building commissioning.**

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 ~~1~~ Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 ~~2~~ Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 ~~Evaluating~~ ~~3~~ Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 ~~4~~ Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 ~~5~~ To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .6 Failure of performance of Owner's consultants or contractors.**

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Up to Two (2) visits to the site per month by the Architect over the duration of the Project during construction. Site visits in excess of that amount shall be provided as Additional Services.
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within Forty-eight (48) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

~~§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.~~

§ 5.3 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. ~~The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work.~~ If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services. Notwithstanding anything to the contrary contained in this Agreement, Owner's review and approval of any and all documents or other matters required herein shall be for the purpose of design, program, and project scope compliance and providing Architect with information and not for the purpose of determining the technical accuracy and completeness of such documents. Such review and approval by Owner shall in no way create any liability on the part of Owner (notwithstanding any professional skill and judgment possessed by Owner) for technical errors, inconsistencies or omissions in any approved documents, nor shall such review and approval alter Architect's responsibilities hereunder with respect to such documents.

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

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

~~§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.~~ Architect shall coordinate its Services and those of its Consultants with services provided by the Owner, but only to the extent of incorporating the work of Owner's Consultants in the Instruments of Service.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

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

§ 5.10 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.1.1 Evaluations of the Owner's budget for the Project, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect represent the Architect's judgment as a design professional familiar with the construction industry. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment, over the Contractor's methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Project or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect. The Architect agrees that, if the lowest bonafide bid or negotiated price for the entire Scope of Work is greater than [One Hundred ten percent (110 %)] of the Architect's estimate of the Cost of the Work most recently approved by the Owner, the Owner may elect to require the Architect to perform, at no cost to the Owner, all necessary services to modify the documents to indicate a design that is approved by the Owner and that conforms to the approved Cost of the Work. The Owner may exercise any of the other options listed in Section 6.1.4.

§ 6.1.2 In preparing estimates of the Cost of the Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the scope of the Project; and to include in the Contract documents that alternate bids may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget.

§ 6.1.3 If bidding or negotiation has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the construction industry.

§ 6.1.4 If the budget for the Cost of the Work is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall:

- .1 give written approval of an increase in the budget for the Cost of the Work;**
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;**
- .3 terminate in accordance with Section 9.5; or**
- .4 cooperate in revising the Project scope and quality as required to reduce the Cost of the Work.**

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

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~~§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review.~~

~~§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.~~

~~§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall~~

- ~~.1 give written approval of an increase in the budget for the Cost of the Work;~~
- ~~.2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or~~
- ~~.3 implement any other mutually acceptable alternative.~~

~~§ 6.6 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.~~

~~§ 6.7 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.~~

Article 7 Copyrights and Licenses

The Architect hereby assigns to the Owner, without reservation, all copyrights to all project-related documents, models, photographs, and other expression created by the Architect. Among those documents are certain "Instruments of Service," including the design drawings and the drawings and specifications that are included in the Contract Documents. Also, the Owner's obligation to pay the Architect is expressly conditioned upon the Architect's obtaining a valid written comprehensive assignment of copyrights from his Consultants in terms identical to those that obligate the Architect to the Owner as expressed in this subparagraph, which copyrights the Architect, in turn, hereby assigns to the Owner. The Owner, in return, hereby grants the Architect a nonexclusive license to reproduce the documents for purposes relating directly to the Architect's performance of this Project, for the Architect's archival records, and for the Architect's reproduction of drawings and photographs in the Architect's marketing materials, provided the contents of those materials, as to this Project, are approved as requested in Paragraph 6.3 of this Agreement. No other project-related documents may be reproduced for any other purpose without the express written permission of the Owner. No other copyrights are included in this grant of nonexclusive license to the Architect. This nonexclusive license shall terminate automatically and immediately upon the occurrence of either a breach of this Agreement by the Architect or the commission by the Architect of a tort or a crime potentially affecting the Owner or the Project. This nonexclusive license is granted to the Architect alone and shall not be assigned by the Architect to any other person or entity. Other provisions of this Agreement notwithstanding, this nonexclusive license shall terminate automatically upon an Architect's assignment of this nonexclusive license to another or his attempt to do so. However, nothing in this paragraph shall be construed to preclude the Architect from, in turn, assigning to his Consultants a nonexclusive license coextensive with the Architect's applying to the documents originally created by that Consultant.

ARTICLE 7 — COPYRIGHTS AND LICENSES

§ 7.1 ~~The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.~~

§ 7.2 ~~The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.~~

§ 7.3 ~~Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.~~

§ 7.3.1 ~~In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.~~

§ 7.4 ~~Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.~~

§ 7.2 If the Owner subsequently reproduces project-related documents or creates a derivative work based upon project-related documents created by the Architect, where permitted or required by law, the Owner shall where permitted by law or required by law remove or completely obliterate the original professional seals, logos, and other indications on the documents of the identity of the Architect and his Consultants. However, if required by law, such identification with appropriate qualifying language or other statutorily prescribed information identifying the original Architect may remain or be applied by the Owner or by a designee of the Owner. The Owner agrees to indemnify and hold the Architect and its consultants harmless from claims that may arise from any reuse."

§ 7.3 The Architect shall maintain the confidentiality of all Project documents and shall not publish or in any way disseminate or distribute any project documents, including, but not limited to, correspondence, estimates, drawings, specifications, photographs, or any other material relating to the Project without the express written permission of the Owner.

§ 7.4 The Architect retains the right to continue use of the Instruments of Service, including design concepts, drawings, details and specifications that are common to other projects of the Architect.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner agrees that the Architect is named as an additional insured under the Commercial General Liability Insurance obtained by the Contractor for the Project. Except for negligent acts and defects in the plans and specifications, Owner agrees to indemnify and defend Architect and its subconsultants against claims made by the Contractor or subcontractor unless the claim is for Architect's or Architect's subconsultant negligent acts, errors or omissions in the plans and specifications.

~~§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement. The Architect's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage, and Architect's subconsultants shall indemnify and hold Owner and its officers, employees and successors, harmless from and against all, damages, losses, and judgments, including reasonable attorney's fees and expenses to the extent they arise from Architect's negligent acts, errors or omissions in the performance of its services and for patent, copyright or trademark infringement attributable to Architect's services. Architect's liability arising from this indemnification and its liability for damages generally in connection with the Agreement, shall be limited to [insurance provisions in place for this contract].~~ Owner further agrees that, to the fullest extent permitted by law, no shareholder, officer, director, partner, principal or employee of Architect shall have personal liability under this Indemnification provision, under any provision of the Agreement or for any matter in connection with the professional services provided in connection with the Project.

Owner assumes liability for and agrees to indemnify, and hold Architect, its consultants, and their respective officers, directors, shareholders, partners, principals, employees and successors harmless from and against all damages, losses and judgments, including reasonable attorney's fees and expenses, to the extent they arise

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from negligent acts, errors or omissions of Owner, its agents, employees, consultants, contractors or construction manager (collectively for this indemnity "Owner Entity"). This indemnity applies to any Owner Entity deviations from the Instruments of Service not approved by the Architect in writing. Owner shall provide written notice of any known inconsistencies in the Architect's services expeditiously after discovery. Owner has no obligation to investigate Architect's services for inconsistencies. The provisions of this section shall extend for all time notwithstanding the termination or expiration of the Agreement.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

~~§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.~~

~~§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.~~

~~§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.~~

~~§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:
(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)~~

~~Arbitration pursuant to Section 8.3 of this Agreement~~

~~Litigation in a court of competent jurisdiction~~

~~Other (Specify)~~

§ 8.3 ARBITRATION

§ 8.1.5 Direct Negotiation, as defined below, will be the initial process utilized by the parties.

Either the Owner or the Architect may make a request for Direct Negotiation as an initial attempt to resolve any claim, dispute, or other matter arising out of this Agreement.

Direct Negotiation Representatives of the parties shall be the Owner's Designated Representative, as defined in Section 1.1.8 and the Architect's Designated Representative, as defined in Section 2.3.

Direct Negotiation will take place at the project worksite or at a location as agreed to by Owner's and Architect's Designated Representatives.

Each party shall document results of the Direct Negotiation, and these documents shall be exchanged between the parties.

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

§ 8.1.7 Notwithstanding any reference to arbitration contained in this Agreement, neither the Architect nor the Owner shall be obligated to resolve any Claim through arbitration. ~~§ 8.3 § 8.3.1 § 8.3.1~~ If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

~~§ 8.3.1.1 § 8.3.1.1~~ A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

~~§ 8.3.2 § 8.3.2~~ The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

~~§ 8.3.3 § 8.3.3~~ The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 § 8.3.4 CONSOLIDATION OR JOINDER

~~§ 8.3.4.1 § 8.3.4.1~~ Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

~~§ 8.3.4.2 § 8.3.4.2~~ Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

~~§ 8.3.4.3~~ The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement. **§ 8.3.4.3**

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of

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services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

The Architect shall give the Owner twenty-one (21) days' written notice of the Architect's intention to terminate or suspend provision of services. This notice shall specify the Architect's reasons(s) for the intended termination or suspension and shall state with specificity the means by which the owner may cure the asserted grievance.

~~§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.~~

~~§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.~~

~~§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.~~

~~§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.~~

~~§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.~~

~~§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.~~

~~§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.~~

§ 9.2 Unless otherwise noted herein, the Architects shall be compensated for services fully and satisfactorily performed prior to suspension if the Project is suspended by the Owner for more than ninety (90) consecutive days.

§ 9.3 If the Project is suspended or the Architect's services are suspended for more than ninety (90) consecutive days, the Architect may terminate this Agreement by giving not less than twenty-one (21) days' written notice.

§ 9.4 This Agreement may be terminated by the Owner, with or without cause, for the Owner's convenience upon not less than twenty-one (21) days' written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.5 This Agreement or any part of it may be suspended by the Owner upon written notice to the Architect. The Owner shall compensate the Architect for all sums due hereunder to the date of suspension, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages.

§ 9.6 In the event that the Architect fails to perform in accordance with the terms and conditions of this Agreement, Owner may send a Notice of Termination to the Architect. The Architect shall then have twenty-one (21) days from the date of transmittal to cure the default or breach. The Notice of Termination shall be effective if the Architect does not cure the default or breach within twenty-one (21) days after its date of transmittal. The Owner shall compensate the Architect for all sums due hereunder to the date of termination, but the Owner shall have no obligation to pay or reimburse the Architect for lost profits or unabsorbed overhead or any other consequential or incidental damages. However, the Owner shall be entitled to offset any amounts due and owing the Architect pursuant to this provision by the amounts of any damages incurred by the Owner as a result of the Architect's

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breach, which offset shall not prejudice the right of the Owner to recover additional damages or to exercise any other remedy at law or in equity. If termination made pursuant to this section is later found or agreed to have been improper, then the termination pursuant to section 9.4 shall apply.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern ~~Section 8.3~~ interpreted and construed by the laws of the State of Nebraska.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic photographs or artistic representations of the design of the Project among the Architect's promotional and professional ~~materials~~ materials upon the Owner's prior written approval of such photographs or artistic representations. The Architect shall be given reasonable access to the completed Project to make such representations. ~~However, the~~ The Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary, and the Architect shall not take or use photographs which contain the Owner's students, faculty, employees, volunteers, or visitors without the prior written approval of the Owner. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

§ 10.9 The Architect shall not knowingly design, specify or incorporate in the Drawings or Specifications for the Project, and shall not approve any shop drawings specifying any hazardous materials or toxic substances, in such manner as would violate the requirements of all existing laws, ordinances, codes, rules and regulations, orders and decisions of all government authorities having jurisdiction over the Site, the Work or any part of either, or would cause substantial damage or a risk of substantial damage to the environment, or in such a manner as to leave any residue which could be hazardous to persons or property or cause liability to Owner. For purposes of this Agreement the term "hazardous materials" and "toxic materials" shall include, but shall not be limited to, substances currently defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended 42 U.S.C. Sec. 9061 et seq, Hazardous Materials Transportation Act, 49 U.S.C. Sec. 1802, the Resource Conservation Act and Recovery Act, 42 U.S.C. Sec. 6910 et

seq., and all other federal, state, and local environmental laws, rules and regulations as all of the above may be amended from time to time.

§ 10.10 The Architect agrees that all Drawings and Specifications and other documents prepared by the Architect for the Project which are utilized by the Owner and/or Owner's contractor or contractors, shall be reasonably accurate and complete as is customary for typical construction documents. The Architect shall notify the Owner in a prompt and timely manner of any discovered discrepancies, inconsistencies or missing information necessary to provide reasonably accurate and complete documents. Failure to so notify the Owner will be considered a breach of the standard of professional practice set forth in this Agreement.

§ 10.11 The Architect shall promptly advise the Owner of any problems which come to its attention that may cause a delay in the completion of the Project, or any portion thereof, or in the performance of the Architect's services. The Architect acknowledges that time is of the essence in this Agreement.

§ 10.12 In the event of any controversy, other than a change of project scope, between the Owner and the Architect under this Agreement, including but not limited to, whether or not any services the Owner expects the Architect to perform are within the scope of Basic Services or any dispute as to whether or not the Architect is entitled to additional compensation for any work requested or performed, the Architect shall continue to proceed diligently with the performance of its services under this Agreement pending resolution of the dispute, and the Owner agrees to pay the Architect in accordance with this Agreement for all services rendered by the Architect which are not the subject of the Controversy.

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

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

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

§ 10.16 Architect's federal employer identification number is: 470492822

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Project Fee Parameters:

All projects shall be performed on an hourly rate basis, not to exceed a maximum fee amount as outlined below. Standard hourly rates shall be per the attached schedule.

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options maximum fee - \$22,000.

Westmont Elementary & Central Junior High Facility Basic Architectural and Engineering Design, Bidding and Construction Observation Services (Construction cost range of \$3,500,000 to \$4,200,000) maximum fee range - \$345,000 to \$415,000.

District Enrollment Projection Update & Facility Capacity Assessment maximum fee - \$6,000.

New Elementary School Site Evaluation & Concept Planning maximum fee - \$5,000.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Additional compensation for those services identified as Not Provided in 4.1 shall be mutually agreed in writing. For coordination with Third Party Construction Manager, Architect's compensation shall be increased by 0.75% of the estimated construction cost for all affected project(s) for additional coordination required.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows: *(Insert amount of, or basis for, compensation.)*

.1 Hourly per attached Exhibit "B", DLR Group Hourly Billing Rates

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, 11.3 shall be the amount invoiced to the Architect plus _____ percent (____%), or as otherwise stated below:

the Architect. Upon request of the Owner, the Architect shall provide the Owner with any backup or supporting information or documentation which relates to the determination of payments due hereunder.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>Thirteen</u>	percent (<u>13</u>	%)
Design Development Phase	<u>Eighteen</u>	percent (<u>18</u>	%)
Construction Documents Phase	<u>Thirty-four</u>	percent (<u>34</u>	%)
Bidding or Negotiation Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Thirty</u>	percent (<u>30</u>	%)
Total Basic Compensation	one hundred	percent (100	%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. ~~The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.~~ **reviewed annually and are subject to adjustment by the Architect on or after agreement anniversary date.**

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(If applicable, attach an exhibit of hourly billing rates or insert them below.)

See attached Exhibit "B" DLR Group Hourly Billing Rates

Employee or Category	Rate
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§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

(Refer to attached Exhibit A , Prevailing Reimbursable Expenses)

- ~~.1~~ Transportation and authorized out-of-town travel and subsistence;
- ~~.2~~ Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets; Web-based document exchange (Newforma)
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- ~~.5~~ Postage, handling and delivery;
- ~~.6~~ Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, models, mock-ups, professional photography, and presentation materials materials, including computer-generated animation requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- ~~.9~~ All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- ~~.11~~ Other similar Project related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus percent (— %) of the expenses incurred. **Project Reimbursable Expenses**

Parameters:

All project reimbursable expenses shall be rate schedule basis, not to exceed a maximum amount as outlined below. Standard reimbursable expenses shall be per the attached schedule. Reimbursable expenses shall be limited to design document printing and transportation expenses. Cost of printing final contract documents for bidding purposes, site topographic surveys, geotechnical investigations and special inspections during construction shall be paid directly to the vendor by the school district.

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options maximum reimbursable expenses - \$1,000.

Westmont Elementary & Central Junior High Facility Basic Architectural and Engineering Design, Bidding and Construction Observation Services (Construction cost range of \$3,500,000 to \$4,200,000) maximum reimbursable expense range - \$18,000 to \$20,000.

District Enrollment Projection Update & Facility Capacity Assessment maximum reimbursable expenses - \$500.

New Elementary School Site Evaluation & Concept Planning maximum reimbursable expenses - \$500.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

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§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of Zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice. Payment of Master Plan and Pre-Bond Issue Planning Services shall be deferred until after passage Bond Issue.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon presentation~~ thirty (30) days from the date of receipt of the Architect's invoice. Amounts unpaid (~~forty-five (45)~~) days after receipt of the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

% ~~12~~ %

§ 11.10.3 ~~The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.~~

Payments to the Architect shall not be withheld, postponed or made contingent on the construction, completion or success of the project or upon receipt by the Owner of off setting reimbursement or credit from other parties who may have caused Additional Services or expenses.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

§ 12.1.1

The Owner and Architect agree that due to the nature of construction, certain costs and changes may be required during the project. Owner agrees to establish a Design and Construction Contingency of five percent (5%) of the Cost of the Work. The Design and Construction Contingency shall be used to pay for increased costs in connection with changes in the construction of the project and for ambiguities and inconsistencies in the Construction Documents. Three-fourths (3/4) of the Design and Construction Contingency shall be allocated to construction changes and one-fourth (1/4) of the Design and Construction Contingency shall be allocated to such changes in the Contract Documents.

§ 12.1.2 Upon completion of the Work, the Architect shall compile for and deliver to the Owner a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which the Architect shall assume will be reliable; the Architect cannot and does not warrant their accuracy.

§ 12.1.3 The Owner agrees that the Architect is not responsible for damages arising directly or indirectly from any delays for causes beyond the Architect's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions other natural disasters; fires, riots, acts of terrorism, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by the Owner or the Owner's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by the Architect to perform its services in an orderly and efficient manner, the Architect shall be entitled to an equitable adjustment in schedule or compensation.

§ 12.1.4 If a required item or component of the Project is omitted from the Contract Documents, the Architect shall not be responsible for paying any of the costs or expenses associated with adding such required item or component,

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unless such omission is a result of the Architect's error. If such omission is caused by the Architect's error, the Architect shall not be responsible for paying the additional costs or expenses to add such required item or component to the extent such required item or component enhances the value of the Project, provided that, the Architect shall be responsible for paying any additional costs and expenses incurred by the Owner due to the fact that such required item or component was not included in the original Contract Documents.

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

§ 12.1.6 Architect shall take all actions necessary, including an assignment of rights, to enable Owner to pursue any and claims directly against such testing companies.

§ 12.1.7 If the Owner elects to employ a construction manager, the Owner will promptly notify the Architect of the duties, responsibilities and authority of the construction manager and their relationship to the duties, responsibilities and authority of the Architect. A copy of the agreement between the Owner and the construction manager will be provided to the Architect. (See Section 11.2 for compensation adjustments).

§ 12.1.8 Architect is not responsible to Owner for errors, omissions or other deficiencies in the services of any design professional rendering design, engineering or related services for Owner, other than those employed or retained by Architect. Architect's sole liability in connection with the services of Owner's consultants shall be to coordinate Owner's consultants' portion of the Instruments of Service. Owner shall require Owner's consultants to cooperate with Architect and Architect's consultants when rendering their respective services for the Project.

12.1.9 NEW EMPLOYEE WORK ELIGIBILITY VERIFICATION. Pursuant to Nebraska Revised Statute § 4-114 the Architect 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 U.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 Architect is further required and hereby agrees to include this same provision in every contract with consultants which will be physically performing services within the State of Nebraska in conjunction with the Architect's contract with the Owner.

§ 12.1.10 Notwithstanding anything in the Agreement to the contrary, the Architect shall not be entitled to any increase in compensation or Reimbursable Expenses which is a result of any error or omission by the Architect or the Architect's breach of any provision in or default under this Agreement.

§ 12.1.11 Any approval by the Owner of the Schematic Design Documents, the Design Development Documents, Drawings and Specifications and any other Construction Document shall be deemed to be approval of the concepts therein, but not approval of any means, techniques or particular material recommended by the Architect for the Project if such recommendations are made.

§ 12.1.12 The failure of either party to exercise any of its rights under this Agreement for a breach or violation thereof shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach or violation.

§ 12.1.13 The Architect hereby agrees to maintain the insurance described in Paragraph 2.5 hereof during the term hereof. If the Architect fails to furnish and maintain the insurance required by Paragraph 2.5, the Owner may purchase such insurance on behalf of the Architect, and the Architect shall pay the cost hereof to the Owner upon demand and shall furnish to the Owner any information needed to obtain such insurance.

ARTICLE 13 SCOPE OF THE AGREEMENT

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

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, **AIA Document C106™-2007, Digital Data Licensing Agreement**, or the following:
- .3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Prevailing Reimbursable Expenses (Exhibit A)

DLR Group Hourly Billing Rates (Exhibit B)

- .4 Supplement To AIA A201 – 2007 General Conditions For Construction

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

OWNER

ARCHITECT

(Signature)

(Signature)

Lori Bartels

Patrick W. Phelan

School Board President

Principal

(Printed name and title)

(Printed name and title)



AIA[®] Document C106[™] – 2007

Digital Data Licensing Agreement

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

BETWEEN the Party transmitting Digital Data ("Transmitting Party"):
(Name, address and contact information, including electronic addresses)

and the Party receiving the Digital Data ("Receiving Party"):
(Name, address and contact information, including electronic addresses)

for the following Project:
(Name and location or address)

Springfield Platteview Community School District
14801 South 108th Street
Springfield, Nebraska 68059-4925

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

In consideration of the following promises exchanged, the Parties agree as follows:

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~~TABLE OF ARTICLES~~ **TABLE OF ARTICLES**

- 1 **GENERAL PROVISIONS**
- 2 **TRANSMISSION OF DIGITAL DATA**
- 3 **LICENSE CONDITIONS**
- 4 **LICENSING FEE OR OTHER COMPENSATION**

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The purpose of this Agreement is to grant a license from the Transmitting Party to the Receiving Party for the Receiving Party's use of Digital Data on the Project, and to set forth the license terms.

§ 1.2 This Agreement is the entire and integrated agreement between the parties. Except as specifically set forth herein, this agreement does not create any other contractual relationship between the parties.

§ 1.3 Digital Data is defined as information, communications, drawings, or designs created or stored for the Project in digital form.

§ 1.3.1 Confidential Information is defined as Digital Data that the Transmitting Party has designated as confidential and clearly marked with an indication such as "Confidential" or "Business Proprietary."

ARTICLE 2 TRANSMISSION OF DIGITAL DATA

§ 2.1 The Transmitting Party grants the Receiving Party a nonexclusive limited license to use the Digital Data solely and exclusively to perform services or construction for the Project in accordance with the conditions set forth in Article 3.

§ 2.2 The transmission of Digital Data constitutes a warranty by the Transmitting Party to the Receiving Party that the Transmitting Party (1) is the copyright owner of the Digital Data, (2) has permission from the copyright owner to transmit the Digital Data and grant a license for its use on the Project, or (3) is authorized to transmit Confidential Information.

§ 2.3 The Transmitting Party retains its rights in the Digital Data. By transmitting the Digital Data, the Transmitting Party does not grant to the Receiving Party an assignment of those rights; nor does the Transmitting Party convey to the Receiving Party any right in the software used to generate the Digital Data.

§ 2.4 To the fullest extent permitted by law, the Receiving Party shall indemnify and defend the Transmitting Party from and against all claims arising from or related to the Receiving Party's modification to, or unlicensed use of, the Digital Data.

§ 2.5 The Receiving Party agrees to keep Confidential Information strictly confidential and not to disclose it to any other person except to ~~(1) its employees,~~ (2) those who need to know the content of the Confidential Information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of Confidential Information.

ARTICLE 3 LICENSE CONDITIONS

§ 3.1 The parties agree to the following conditions on the limited license granted in Section 2.1:
(State below rights or restrictions applicable to the Receiving Party's use of the Digital Data, requirements for data format, transmission method or other conditions on data to be transmitted.)

Architect-Engineer of Record (AER) makes no representation as to the compatibility of the Computer Aided Drafting/Building Information Model (CAD/BIM) files with any hardware or software.

AER makes no representation regarding the accuracy, completeness, or permanence of CAD/BIM files, nor for their merchantability or fitness for a particular purpose. Addenda information or revisions made after the date indicated on

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the CAD/BIM files may not have been incorporated. In the event of a conflict between the AER's sealed Contract Drawings and CAD/BIM files, the sealed Contract Drawings shall govern. It is the Owner, Contractor, or Third Party's (OCT) responsibility to determine if any conflicts exist. The CAD/BIM files shall not be considered to be Contract Documents as defined by the General Conditions of the Contract for Construction.

The use of CAD/BIM files prepared by the AER shall not in any way obviate the OCT's responsibility for the proper checking and coordination of dimensions, details, member sizes and gage, and quantities of materials as required to facilitate complete and accurate fabrication and erection.

This Agreement shall be governed by the laws of the principal place of business of the AER.

ARTICLE 4 LICENSING FEE OR OTHER COMPENSATION

§ 4.1 The Receiving Party agrees to pay the Transmitting Party the following fee or other compensation. **There is no charge to the Owner receiving Architect-Engineer generated Digital Data for its internal facility management use.**

The Transmitting Party agrees to send the Digital Data upon receipt of the fee or other compensation as indicated in Specification Section 013333, Electronic Drawings, for the Receiving Party's use of the Digital Data:

(State the fee, in dollars, or other method by which the Receiving Party will compensate the Transmitting Party for the Receiving Party's use of the Digital Data.)

The Transmitting Party will provide the Digital Data, dated _____, for the following drawings:

Drawings were prepared on the following:

Computer Software: _____ / Version: _____.

This Agreement is entered into as of the day and year first written above and will terminate upon Substantial Completion of the Project, as that term is defined in AIA Document A201™-2007, General Conditions of the Contract for Construction, unless otherwise agreed by the parties and set forth below.

(Indicate when this Agreement will terminate, if other than the date of Substantial Completion.)

TRANSMITTING PARTY *(Signature)*

RECEIVING PARTY *(Signature)*

(Printed name and title)

(Printed name and title)

Init.

PREVAILING REIMBURSABLE EXPENSES

Effective January 1, 2012

Exhibit A

<u>Description</u>	<u>Rates</u> *
Reproduction/Scanning:	
8-1/2" x 11" B&W Bond	\$.10
8-1/2" x 11" Color	\$ 1.00
Scanning 8-1/2 x 11 (.65 SF)	\$.10
11" x 17" B&W Bond.....	\$.20
11" x 17" Color.....	\$ 2.00
Scanning 11 x 17 (1.30 SF)	\$.20
15" x 21" Bond.....	\$.35
18" x 24" Bond.....	\$.45
24" x 36" Bond.....	\$.90
30" x 42" Bond.....	\$ 1.35
36" x 48" Bond.....	\$ 1.85
Bond Plot for Printing (rate per S.F.).....	\$.154/SF
Scanning 15x21 to 36x48 (2.1875 SF to 12 SF).....	\$.55/SF
Large Format Vellum.....	\$ 1.05/SF
Large Format Mylar	\$ 2.15/SF
HP Plotter B&W Bond Plots	\$ 1.00/SF
HP Plotter B&W Vellum Plots.....	\$ 2.00/SF
HP Plotter B&W Mylar Plots.....	\$ 2.50/SF
HP Plotter Color Line Plots	\$ 3.25/SF
HP Plotter Color 24-lb. Bond Paper Plots	\$ 4.50/SF
HP Plotter Color Nonglossy 7 mil Paper Plots	\$ 6.00/SF
HP Plotter Color Glossy Paper Plots.....	\$10.00/SF

* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare.....	As billed to DLR Group
Auto Rental.....	As billed to DLR Group
Other Transportation	As billed to DLR Group
Parking and Tolls	As billed to DLR Group
Meals	As billed to DLR Group
Lodging	As billed to DLR Group
Postage	As billed to DLR Group
Delivery Charges	As billed to DLR Group
Telephone (Long Distance).....	As billed to DLR Group
Materials and Supplies.....	As billed to DLR Group
Models and Renderings (Presentation)	As billed to DLR Group
Photographic/Film	As billed to DLR Group
Photographic/Typeset	As billed to DLR Group
Codes/Ordinances	As billed to DLR Group
Legal.....	As billed to DLR Group
Consultants	Cost plus 10%

Project Reimbursable Expenses will be invoiced at cost plus 10% except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

DLR Group inc.

Initialed by:

Owner

dated:

Consultant

pup

dated: 7/2/15



DLR Group STANDARD HOURLY FEE SCHEDULE

BASIC HOURLY CHARGE RATES

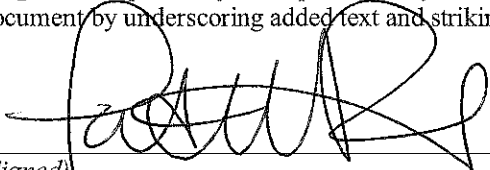
Senior Professional	\$165
Professional	\$140
Professional Support	\$110
Technical	\$ 85
Clerical	\$ 55

Rates will be reviewed and adjusted at the start of each calendar year to reflect any increases in the cost of labor and operations.

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, Patrick W. Phelan, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 09:28:42 on 06/30/2015 under Order No. 2838859514_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B103™ – 2007, Standard Form of Agreement Between Owner and Architect for a Large or Complex Project, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.



(Signed)

PRINCIPAL IN FIRM

(Title)

7/2/15

(Dated)

Springfield - Platteview Public School District – Scope of Services Proposal

June 22, 2015

Project Description Summary

- Westmont Elementary & Central Junior High Facility Audit Update, Cost Options & Basic Architectural and Engineering Design, Bidding and Construction Observation Services
- District Enrollment Projection Update & Facility Capacity Assessment
- New Elementary School Site Evaluation & Concept Planning

Project Physical Parameters:

The Westmont Elementary & Central Junior High School Facility Audit Update, Cost Options & Basic Architectural & Engineering Design & Construction Phase Services includes approximately 67,000 square feet of remodeled program space. The project scope shall include the following:

- Remodeling of existing classroom spaces to construct permanent walls and to add classroom doors.
- Installation of automatic fire sprinkler system throughout existing building.
- Renovation to include HVAC, electrical power and lighting and finishes.
- Determine cost options for both buildings to match available funding options.
- Develop Schematic Design documents to convey project scope and associated cost estimate for review and approval.
- Develop Design Development documents to convey project scope and associated cost estimate for review and approval.
- Final Contract Documents for competitive bidding via combined general contractor public bid process.
- Receive and review bids. Make recommendation to school board for award to the lowest responsible bidder.
- Provide construction phase services to include periodic site observation, contractor coordination meetings, shop drawing review, pay application review, quality assurance observation and project close out services

District Enrollment Projection Update & Facility Capacity Assessment. The project scope shall include the following:

- Update district enrollment projections.
- Review areas of projected housing growth and potential enrollment impact.
- Review existing facility capacities and enrollment growth impact.

New Elementary School Site Evaluation & Concept Planning. The project scope shall include the following:

- Evaluate potential elementary school site(s) for size, layout, traffic flow, vehicle access, utility improvements.
- Develop comparative site development cost assessment.
- Review potential site layout and associate costs with developer, school district and municipal representatives.

Project Time Parameters:

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options shall be completed no later than September 18th, 2015. Basic Architectural and Engineering Design, Bidding and Construction Observation Services shall begin no sooner than November 1st, 2015 and shall be completed no later than August 12th, 2016.

District Enrollment Projection Update & Facility Capacity Assessment shall be completed no later than September 18th, 2015.

New Elementary School Site Evaluation & Concept Planning shall be completed no later than September 18th, 2015.

Project Fee Parameters:

All projects shall be performed on an hourly rate basis, not to exceed a maximum fee amount as outlined below. Standard hourly rates shall be per the attached schedule.

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options maximum fee - \$22,000.

Westmont Elementary & Central Junior High Facility Basic Architectural and Engineering Design, Bidding and Construction Observation Services (Construction cost range of \$3,500,000 to \$4,200,000) maximum fee range - \$345,000 to \$415,000.

District Enrollment Projection Update & Facility Capacity Assessment maximum fee - \$6,000.

New Elementary School Site Evaluation & Concept Planning maximum fee - \$5,000.

Project Reimbursable Expenses Parameters:

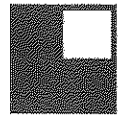
All project reimbursable expenses shall be rate schedule basis, not to exceed a maximum amount as outlined below. Standard reimbursable expenses shall be per the attached schedule. Reimbursable expenses shall be limited to design document printing and transportation expenses. Cost of printing final contract documents for bidding purposes, site topographic surveys, geotechnical investigations and special inspections during construction shall be paid directly to the vendor by the school district.

Westmont Elementary & Central Junior High Facility Audit Update and Cost Options maximum reimbursable expenses - \$1,000.

Westmont Elementary & Central Junior High Facility Basic Architectural and Engineering Design, Bidding and Construction Observation Services (Construction cost range of \$3,500,000 to \$4,200,000) maximum reimbursable expense range - \$18,000 to \$20,000.

District Enrollment Projection Update & Facility Capacity Assessment maximum reimbursable expenses - \$500.

New Elementary School Site Evaluation & Concept Planning maximum reimbursable expenses - \$500.



DLR Group

DLR Group STANDARD HOURLY FEE SCHEDULE

BASIC HOURLY CHARGE RATES

Senior Professional	\$165
Professional	\$140
Professional Support	\$110
Technical	\$ 85
Clerical	\$ 55

Rates will be reviewed and adjusted at the start of each calendar year to reflect any increases in the cost of labor and operations.

PREVAILING REIMBURSABLE EXPENSES

Effective January 1, 2012

Exhibit A

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* Rates include all binding, stapling, collating, maintenance, etc.
Shipping and handling not included.

Mileage (rate per mile)	Prevailing Government Rate
Air Fare.....	Not Applicable
Auto Rental.....	Not Applicable
Other Transportation	Not Applicable
Parking and Tolls	Not Applicable
Meals	Not Applicable
Lodging	Not Applicable
Postage	As billed to DLR Group
Delivery Charges	Not Applicable
Telephone (Long Distance).....	Not Applicable
Materials and Supplies.....	As billed to DLR Group
Models and Renderings (Presentation)	Not Applicable
Photographic/Film	Not Applicable
Photographic/Typeset	Not Applicable
Codes/Ordinances	As billed to DLR Group
Legal.....	Not Applicable
Consultants	Not Applicable

Project Reimbursable Expenses will be invoiced at cost plus 10%, except Consultants, which will be billed as noted. Reimbursable Expenses are subject to periodic adjustment.

DLR Group inc.

Initialed by:

Owner _____ dated: _____

Architect _____ dated: _____

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/JH 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, 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--\$2.60; Breakfast \$1.55; 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		
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 \$45 for Tier 1 and \$75 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--\$2.80; Breakfast \$1.85; 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.	\$20 per year; max \$80 per family per year. See iPad handbook for damage and replacement fees.
Extracurricular and other programs		
	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 undershorts), 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

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 Northwest Evaluation Assessment or the Nebraska State Assessment, 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.

Date of Adoption: _____, 200_

SPRINGFIELD PLATTEVIEW
COMMUNITY SCHOOLS

ELEMENTARY
SCHOOL
HANDBOOK

2015-2016

Springfield Platteview Community Schools

Board of Education

Lori Bartels, President
Brian Wichman, Vice President
Brenda Sherman, Secretary
Robert Icenogle
Jenny Kreifels
Brian Osborn

Administrative Office

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

Brett Richards
Anita Belsky
Holli Kirwan

Superintendent
Director of Special Services
Director of Learning

Elementary Schools

Springfield Elementary

765 Main Street
Springfield, NE 68059
402-253-2245
Kaela Heneger, 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
Darin Johnson, Principal

Platteview Senior High

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

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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 AdvancEd accredited. 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 may 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

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 for a student absence.

Excused vs. Unexcused Absence:

Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as **School Excused** or **Not School Excused**.

Excused Absence. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/ or death in the family, require advance approval.

An absence for any of the following reasons may be excused, provided the required procedures have been followed:

- . Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- . Illness which causes a student to be absent from school,
- . Doctor or dental appointment which require student to be absent from school,
- . Court appearances that are required by a court order,
- . School sponsored activities which require students to be absent from school,

- . Family trips in which student accompanies parent(s)/legal guardian(s), and
- . Other absences which have received prior approval from the Principal.

The Principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences (in which case the principal may ask for doctor's notes excusing student from school), the student's academic status, tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

- . Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments, which are excessive in nature.

- . Other absences are those in which the parent has not communicated a reason for the student's absence.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." When a student has excessive absences, the following procedures shall be implemented:

- . Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and

- . One or more meetings between the school's attendance officer, the child's parent(s) or guardian(s), and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- . (i) Illness related to physical or behavioral health of the child;
- . (ii) Educational counseling;
- . (iii) Educational evaluation;
- . (iv) Referral to community agencies for economic services;
- . (v) Family or individual counseling;
- . (vi) Assisting the family in working with other community services.

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

Informing Parents of Student Absenteeism. Although students may be excused from school, individual students (and parents) should not ignore the natural consequences of missing class. The progress of a student or 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 at any time during the school year;
- * seven or more excused absences in the first semester;
- * 15 total absences at any time during the school year; or
- * at the Principal's discretion as deemed necessary.

Reporting Excessive Absenteeism to the County Attorney. The school may report to the county attorney when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

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. Shorts/skirts should be long enough to provide complete coverage when the students sits down.
7. Students are not permitted to wear clothing that is ripped or torn, i.e. holes in the knees or pants.
8. 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.
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 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:

-Student's name
-Address
-Telephone listing
-Electronic mail address
-Photograph
-Date and place of birth
-Major field of study
-Dates of attendance

**-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**

-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.)

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 appropriate fee by July 15th. The academic testing fee is \$25. If they pass that assessment, the cognitive assessment is given and the fee is \$50. The behavioral assessment may be administered following those and comes with a \$25 fee. 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. Talk quietly to friends.
2. Use appropriate table manners.
3. Keep hands and feet to yourself.
4. Clean up after yourself.
5. Raise your hand to get permission.
6. Say 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 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. Progress reports are issued to each child every 4-5 weeks.

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 \$2.60 (subject to change) and the price of an elementary breakfast is \$1.55 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.

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, 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

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by the smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars and chewing tobacco), vapor products (such as e-cigarettes, non-medical, and other vapor dispensers - regardless whether such products contain nicotine), alternative nicotine products, look-alike tobacco products, and products intended to replicate tobacco products either by appearance or effect.

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. A proof of liability insurance must be provided at the time of application. 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 2015-2016 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 2015-2016 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 13th day of July 2015, 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 2015-2016 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 13, 2015.

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

Updates to Student / Parent Handbook 2015-16

- * Board of Education Updated - Page 1
- * Table of Contents Updated, Contact Info Updated, Twitter Handle Added - Page 3 and 4
- * Staff Directory Updated - Page 6
- * Calendar Updated - Page 7
- * Grading Policy updated to reflect new policy 5204 - p. 12
- * Citizenship Guidelines amended - p. 12-13
- * Going home sick updated - p. 18
- * Updated Fees Schedule to reflect new iPad insurance fee of \$20 - p. 47

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. Lori Bartels, President
Mr. Brian Wichman, Vice President
Mrs. Brenda Sherman, Secretary

Mr. Robert Icenogle, Member
Mrs. Jenny Kreifels, Member
Mr. Brian Osborn, 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. Meet all deadlines.
- Obey school rules and school personnel.
- Cooperate with and respect school faculty and staff.
- Respect other students and their property.
- Respect public property.

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, if necessary. 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 for your support. Let's have a great year!

Sincerely,

Darin Johnson
Principal

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Contact Information and School / Office Hours:

Mr. Darin Johnson, Principal 402-339-5052
 djohnson@springfieldplatteview.org
 Mrs. Sarah Svoboda, Counselor 402-339-5052
 ssvoboda@springfieldplatteview.org
 Mrs. Tren Svendsen, Office Manager 402-339-5052
 tsvendsen@springfieldplatteview.org

School Hours: Monday 9:10 AM-3:25 PM
 Tuesday through Friday 8:10 AM- 3:25 PM
Office Hours: 7:30 AM to 4:00 PM Monday through Friday.

Address: 14801 South 108th Street
 Springfield, NE 68059

Website: <http://pc.springfieldplatteview.org>

Facebook: www.facebook.com/platteviewcentral

Twitter: @platteviewcent

Daily Bell Schedule:

Mondays	<u>Late Start</u>	Regular	<u>Tues-Fri</u>	Early Dismissal	<u>1:25 PM</u>
<i>Period</i>	<i>Times</i>	<i>Period</i>	<i>Times</i>	<i>Period</i>	<i>Times</i>
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. Please 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
Behrens, Allison	Art	339-5052	abehrens@springfieldplatteview.org
Bos, Michael	Industrial Tech II	339-5052	mbos@springfieldplatteview.org
Dolezal, Susan	Pre-school	339-5052	sdolezal@springfieldplatteview.org
Elder, Christina	PE / Health	339-5052	celder@springfieldplatteview.org
Ewin, Stephanie	Paraprofessional	339-5052	sewin@springfieldplatteview.org
Farr, Denise	Evening 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
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
Karnik, Billie Jo	Asst Office Manager	339-5052	bjkarnik@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	Nurse Para	339-5052	bomurphy@springfieldplatteview.org
Nowka, Andrea	Paraprofessional	339-5052	anowka@springfieldplatteview.org
Scanlan, Arlis	Science 7	339-5052	ascanlan@springfieldplatteview.org
Schroeder, Dennis	Daytime Custodian	339-5052	dschroeder@springfieldplatteview.org
Seifert, Jean	Media Para	339-5052	jseifert@springfieldplatteview.org
Soneson, Andrew	Social Studies 7	339-5052	asoneson@springfieldplatteview.org
Staskiewicz, Frank	Technology Dir.	339-5052	fstaskiewicz@springfieldplatteview.org
Stier, Chris	Language Arts 7	339-5052	cstier@springfieldplatteview.org
Svendsen, Tren	Office Manager	339-5052	tsvendsen@springfieldplatteview.org
Svoboda, Sarah	Counselor	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 11-17	Teacher Workdays
August 10-11	iPad Deployment Days, ALL paperwork turned in
August 13	7th/8th Orientation
August 18	1 st day of School
August 25	School Pictures
September 7	Labor Day NO SCHOOL
October 16	End of 1 st Qtr - Dismiss at 1:25 PM - NeSA Celebration

Quarter 2

October 19	Start of 2 nd Quarter
October 21/22	P/T Conferences 2-7:30 PM - Early Dismissal 1:25 PM
October 23	Teacher Comp Day - NO SCHOOL
November 25	Early Dismissal 11:25 AM
November 26/27	Thanksgiving break- NO SCHOOL
December 18/21	Early Dismissal 1:25 PM - Semester Finals
December 22	Early Dismissal 11:25 AM - Semester Finals
December 23-Jan 4	Winter Break- NO SCHOOL

Quarter 3

January 4	Teacher In-Service - NO SCHOOL
January 5	1 st day of 3 rd quarter; 2 nd semester
January 18	Martin Luther King Jr. Day- NO SCHOOL
February 10/11	P/T Conferences 2-7:30 PM - Early Dismissal 1:25 PM
February 12	Teacher Comp Day - NO SCHOOL
February 15	President's Day - NO SCHOOL
March 11	End of 3 rd Qtr - Dismiss at 1:25 PM - Big Read Celebration

Quarter 4

March 14	1st Day of 4th Quarter
March 24, 25, 28	NO SCHOOL - Spring Break
April 22	Teacher In-Service - NO SCHOOL
May 17/18	Early Dismissal 1:25 PM - Semester Finals
May 19	Last Day for Students - Early Dismissal 11:25 AM - Finals
May 20	Teacher Work Day - NO SCHOOL

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 49-54.

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 may only be used with faculty permission 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.

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 Arts 8	Year
Physical Science 8	Year
Social Studies 8	Year
Physical Education	Year, every other day
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	1 Semester
Family Consumer Science	1 Semester
Exploratory Music	1 Semester
Special Education	Individually Scheduled
Guided Study	Year (if in Band, every other day)

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 curricular materials used for student instruction.

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

A+	97-100	4.0	C+	77-79	2.33
A	93-96	4.0	C	73-76	2.0
A-	90-92	3.67	C-	70-72	1.67
B+	87-89	3.33	D+	67-69	1.33
B	83-86	3.0	D	63-66	1.0
B-	80-82	2.67	D-	60-62	0.67
			F	0-59	0.0

The following are important aspects of Grading Policy 5204 (adopted for 2015-16). For full policy review, see our district website and click "Board of Education" then click "News and Information" to see this policy, among others.

1. Formative assessments (homework, quizzes, daily work, other checks for understanding) shall make up no more than 30% of a student's grade. Summative assessments (end of unit tests, projects, presentations) shall make up at least 70% of a student's grade. Extra credit is not allowable, nor permitted.
2. Final Exams, whether cumulative or a unit ending test, presentation or project, will fall into the Summative grading category as part of the 70% (or more).
3. The penalty for formative late work shall not exceed 10% of the possible grade for the assignment. If the student has not completed the work prior to the summative assessment, a zero may be submitted for the student's grade.
4. A student who fails a summative assessment is required to retake the assessment. A student who scores below a 79% on a summative assessment may choose to retake the assessment. The student who chooses the retake may earn up to a 79%, but not more.

Citizenship Grade

Good citizenship is valued at Platteview Central. Along with an academic grade, each student will receive a citizenship grade on his/her progress report and report card based on established criteria.

Student comes to class prepared.

Student completes assignments on time.

Student follows all classroom rules and procedures.

Student attends class regularly.

Student is actively involved in class.

Student is respectful to themselves, others, and property.

- Student works independently and/or well in groups.
- Student cooperates and participates in class activities.
- Student graciously accepts “no” for an answer.
- Student stays on task.
- Student uses technology appropriately.
- Student makes appropriate comments at appropriate times.

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 grader is recommended). This will develop habits for your student to become successful at high school and college levels of education, as well as 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 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 Parent Web.

To learn more about our Parent Web, please go to the Platteview Central web site at www.pc.springfieldplatteview.org (click on Parent Web) 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 and/or principal.

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 posted 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 may 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 (D's and F'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. Semester grades are the ones used to establish GPA in both the high school and junior high.

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:

Choir is an elective course for all 7th and 8th grade students. In 8th grade, students take Exploratory Music as one of their rotation classes if they are not in band or choir.

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 3.5 GPA, 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 / HAL / 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 will be allowed to choose the units and activities they'd like to be involved in, with permission and cooperation from the supervising instructor.

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

Cooperation 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 each Monday when school is in session. 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 teacher. 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 administrative 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. ** Please note that it is not proper protocol for students to text parents that they are sick. This leads to parents coming to get students without office verification of an illness. Following the proper protocol is important.

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 may 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 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 a 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

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 \$2.80, 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 classmates. Milk may be purchased separately for \$.55 cents.

Breakfast is served daily at the high school. Platteview Central students are welcome to walk over to PHS for breakfast from 7:50-8:05 AM. Breakfast is \$1.80 for students. Free and reduced qualifications also apply to breakfast meals.

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 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 in the school cafeteria. 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 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 book checkout privileges. 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 of 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/from 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, 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. Consequences may be given by the principal.
- 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 semester/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 rights 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, E-Cigarettes (Vapor Cigarettes), 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 may be required by law to notify the county attorney when students reach 20 absences in a school year, regardless if the absences are school excused or not school excused.

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 may 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, during summer 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 and the general guidelines within this Student / Parent Handbook.
 - 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, E-Cigarette (vapor cigarette) 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.

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 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 level(s) 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 learning 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.
- 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/harassment 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, are 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, Instagram and other modes of social networking could lead to school disciplinary action(s) 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.

Tobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by the smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars and chewing tobacco), vapor products (such as e-cigarettes, non-medical, and other vapor dispensers - regardless whether such products contain nicotine), alternative nicotine products, look-alike tobacco products, and products intended to replicate tobacco products either by appearance or effect.

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 or hallway. 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.

The guide beginning on the following page is used by Platteview Central Junior High 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.

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, E-cigarettes (vapor cigarettes) 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 (including E-cigarettes or vapor 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
<p>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.</p>	<p>Conference with administrator.</p>	<p>ISS up to 3 days. Notify parents.</p>	<p>ISS up to 5 days. Notify parents.</p>
<p>H2 Visual harassment: offensive posters, pornography, photos, cards, cartoons, graffiti, drawings, objects or gestures, PDA, and locker décor.</p>	<p>ISS up to 3 days</p>	<p>ISS 3 days. Notify parents.</p>	<p>ISS 3-5 days. Notify parents.</p>
<p>H3 Physical harassment: Intentional or obvious unwelcome or offensive physical contact.</p>	<p>ISS up to 3 days. Notify parents and police.</p>	<p>ISS up to 5 days. Notify parents and police.</p>	<p>OSS 3-5 days. Notify parents and police. Recommendation for expulsion.</p>

****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

Parents are asked to call between 7:30 AM and 8:45 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 for a student absence.

Excused vs. Unexcused Absence:

Circumstances of Absences – Definitions. The circumstances for all absences from school will be identified as **School Excused** or **Not School Excused**.

Excused Absence. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/ or death in the family, require advance approval.

An absence for any of the following reasons may be excused, provided the required procedures have been followed:

- . Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),
- . Illness which causes a student to be absent from school,
- . Doctor or dental appointment which require student to be absent from school,
- . Court appearances that are required by a court order,
- . School sponsored activities which require students to be absent from school,
- . Family trips in which student accompanies parent(s)/legal guardian(s), and
- . Other absences which have received prior approval from the Principal.

The Principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences (in which case the principal may ask for doctor notes excusing student from school), the student's academic status, tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

- . Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the

parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments, which are excessive in nature.

Other absences are those in which the parent has not communicated a reason for the student's absence.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:

Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and

One or more meetings between the school's attendance officer, the child's parent(s) or guardian(s), and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance. The plan shall consider, but not be limited to:

- (i) Illness related to physical or behavioral health of the child;
- (ii) Educational counseling;
- (iii) Educational evaluation;
- (iv) Referral to community agencies for economic services;
- (v) Family or individual counseling;
- (vi) Assisting the family in working with other community services.

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

Informing Parents of Student Absenteeism

Although students may be excused from school, individual students (and parents) should not ignore the natural 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 at any time during the school year;
- * seven or more excused absences in the first semester;
- * 15 total absences at any time during the school year; or

- * at the Principal's discretion as deemed necessary.

Reporting Excessive Absenteeism to the County Attorney

The school may report to the county attorney when the school has documented the efforts to address excessive absences, the collaborative plan to reduce barriers identified to improve regular attendance has not been successful, and the student has accumulated more than twenty (20) absences per year. The school shall notify the child's family in writing prior to referring the child to the county attorney. Illness that makes attendance impossible or impracticable shall not be the basis for referral to the county attorney. A report to the county attorney may also be made when a student otherwise accrues excessive absences as herein defined.

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. Scenarios may apply where the principal may make exceptions.

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 and include tardies to school. Regardless if parents call the school to notify the office, a student is still tardy if they do not have a valid reason (doctor note, appointment verification, etc.).

- 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 appropriate at all times. There will be periodic "locker clean-outs" 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 office manager 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.

School 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 3:35 PM, so any parent picking up their student should plan on being there after 3:30 PM. The drive in front of PC is a one way route during arrival and departure. Please exit our campus onto 108th street when delivering or picking up a student. Returning to Platteview Road via the top/east entrance is prohibited during morning and afternoon busing hours.

Safety Drills

Platteview Central will conduct a variety of safety drills throughout the year. All safety drills, including fire, severe weather, bomb, or intruder, are important precautionary measures. 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 or crisis situation. Most importantly, it is critical to follow ALL teacher directions.

School Closings

Any time school may be closed due to inclement 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 may 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(s)
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 - \$2.80; Milk - \$0.55; Breakfast - \$1.85; 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. Yearbooks are an optional purchase.
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	\$20 per year, per student; \$100 maximum insurance fee per family.
iPad Damage or Lost/Stolen iPad	\$75 for damaged or broken iPad \$250 for lost or stolen iPad
iPad Puck and Cord	\$5 to replace damaged/lost/stolen cord * \$10 to replace puck * \$15 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 18, 2015. 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 recognized activities and sports |
| -Address | -Weight and height of members of athletic teams |
| -Telephone listing | -Degrees, honors, and awards received |
| -Electronic mail address | -The most recent educational agency or institution attended |
| -Photograph | -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.) |
| -Date and place of birth | |
| -Major field of study | |
| -Dates of attendance | |
| -Grade level | |

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

Platteview High School Changes to the 2015-2016 Handbook

Page	Change
11	The paragraph on the grading system was removed as it conflicted with the new grading policy.
12	The grading scale was corrected to reflect the new grading policy.
13	The Academic Excellence award was removed because it relied on grading at the quarter. This award will be reconfigured.
13	The language was changed to reference progress reports rather than quarter grades to reflect the new grading policy.
14	The ASVAB and PLAN were removed from the list of tests given at Platteview High School.
14	The watch list criteria was changed to show the grading policy change. Students with a D+ or below will be on the academic list.
18	The time to make up work was corrected to reflect the new grading policy.
18	The work made up during suspension was changed to reflect the new grading policy. It is similar to unexcused absences.
18	The time a tardy becomes an absence is listed to clarify.
18	The tardy referral process was changed to help decrease teacher paperwork and improve consistency.
19	The Media center changes were made to reflect that we no longer collect fines for overdue material and that we do not have cassette recorders!
40	The consequences were updated.
42	The consequences were updated.
43	The consequences were updated.
44	The Academic Participation Policy was added.

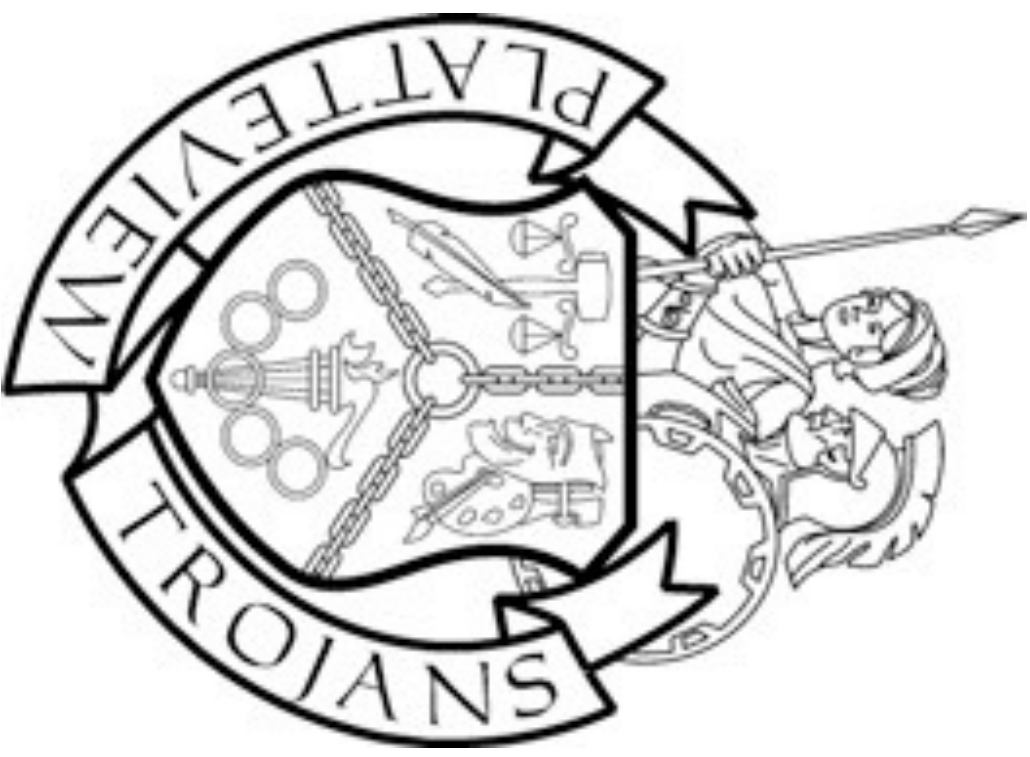
Parent & Student Handbook 2015-2016



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 2015-2016 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



SPRINGFIELD PLATEVIEW
2015-2016 SCHOOL YEAR CALENDAR



<p>4-5 Inpd Bar Out 11 New Teachers In-Service 12-14, 17 Inpd Bar Out 18 Teacher In-Service First Day of Classes</p>		<table border="1"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </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				<table border="1"> <tr><th>S</th><th>M</th><th>T</th><th>W</th><th>Th</th><th>F</th><th>S</th></tr> <tr><td></td><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td></tr> <tr><td>7</td><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td></tr> <tr><td>14</td><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td></tr> <tr><td>21</td><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td></tr> <tr><td>28</td><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td></tr> </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>7 14-18 Homecoming Week</p>
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No School for Students & Teachers
No School for Students
Late Start 9:10am
First & Last Day of Semester
Early Dismissal

School Day
8:10-3:25pm





SECTION 3

Professional Staff

Board of Education

- Mrs. Lori Bartels, President
- Mr. Brian Wichman, Vice President
- Mrs. Brenda Sherman, Secretary
- Mr. Bob Icenogle
- Mrs. Jenny Kreifels
- Mr. Brian Osborn

Administration

	Mr. Brett Richards Superintendent
	Mrs. Hollie Kirwan Director of Learning
	Mrs. Anita Belsky Director of Special Services
	Miss Angela Simpson Principal



Art

	Mrs. Allison Behrens abehrens@springfieldplateview.org
--	--

Business

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

Counseling

	Mrs. Sarah Svoboda ssvoboda@springfieldplateview.org
	Mr. John Stanton jstanton@springfieldplateview.org

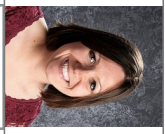

Family & Consumer Science

	Miss Nicki Pedeliski npedeliski@springfieldplatteview.org
---	--




Industrial Technology

	Mr. Michael Bos mbos@springfieldplatteview.org
	Mr. Dustin Foutch dfoutch@springfieldplatteview.org


Language Arts

	Mrs. Shannon Clayton sclayton@springfieldplatteview.org
	Mr. Nathan Horner nhorner@springfieldplatteview.org
	Miss Kelly Falch kfalch@springfieldplatteview.org
	Mrs. Michelle Janda mjanda@springfieldplatteview.org

Mathematics

	Mr. Alex Dostral adostral@springfieldplatteview.org
	Mr. Andrew Hopp ahopp@springfieldplatteview.org
	Mrs. Julie Lodes jlodes@springfieldplatteview.org


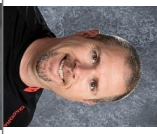

Media Specialist

	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@springfieldplateview.org
	Mr. Scott Jensen sjenson@springfieldplateview.org
	Mr. Adam Kuhl akuhl@springfieldplateview.org





Science

	Mr. Bryan Dutcher bdutcher@springfieldplateview.org
	Mrs. Christine Gustafson cgustafson@springfieldplateview.org
	Ms. Alexis Hoagland ahoagland@springfieldplateview.org




School Resource Officer

	Deputy Becky Roberts broberts@springfieldplateview.org
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Social Science

	Mr. Jon Comine jcomine@springfieldplateview.org
	Mr. Frank Laughlin faughlin@springfieldplateview.org
	Mr. Steve Lundeen slundeen@springfieldplateview.org
	Mr. Brad Schlieman bschlieman@springfieldplateview.org
	Mr. Andrew Sonesson asonesson@springfieldplateview.org

Special Education

	Mr. Darin Cheney dcheney@springfieldplatteview.org
	Mr. Nick Ferguson nferguson@springfieldplatteview.org
	Mrs. Kelley Gurchin kgurchin@springfieldplatteview.org

World Language	
	Miss Laura Hilkemann lhilkemann@springfieldplatteview.org
	Mrs. Kimberly Zeleny kzeleny@springfieldplatteview.org

Classified Staff

Nurse

Heather Feldhacker R.N.

Office Staff

Jacki Case

Sheryl Krapp

Luann Kulm

Teri Mirras

Para-Professionals

Caleb Brown

John Bucksbee

Jessica Foley

Marla Jennings

Kellie Jones

Laura McMullen

Mary Murphy

Maintenance Staff

Mary McKnight

Rich Peterson

Earl Whitney

Tony Robertson

Paty Porter

Kevin Wilson

Activity Sponsors

Boys' Baseball

Bryan Dutcher, Head Coach

Jim Lynam

Boys' Basketball

Tim Brotzki, Head Coach

Brad Schlieman

Girls' Basketball

Ron Coughlin, Head Coach

Steve Lundeen

Greg Gentile

Cross Country

Robyn Marshall, Head Coach

Laura Hilkemann

Football

Chris Sier, Head Coach

Sam Butler

Darin Cheney

Brooks Erhart

Rod Jones

Jeff Westerfield

Boys' Golf

Frank Laughlin

Girls' Golf

Frank Laughlin

Boys' Soccer

Caleb Brown, Head Coach

Girls' Soccer

Amber Richardson, Head Coach

Girls' Softball

Adam Theel, Head Coach

Andrew Sonesson

Girls' & Boys' Track

Greg Gentile, Head Boys' Track

Christina Elder, Head Girls' Track

Laura Hilkemann

Brett Ribble

James Shada, Sr

Kevin Wilson

Volleyball

Michelle Levinson, Head Coach

Alexis Hoagland

Wrestling

Dustin Foutch, Head Coach

Mike Bos

Rod Jones

Band

Jerry Layher

Cheerleading

Meryl Engen & Courtney McElroy

Color Guard

Pati Layher

Dance Team

Crystal Arch

Drama Club/One Act

Shannon Clayton

FBLA

Teresa Starks & Pati Layher

FCCLA

Nicki Pedeliski

Freshman Class

Kelly Falch

Future Problem Solvers

Jeremy Mahoney

Junior Class

Shannon Clayton

Scott Jenson

Boys' Letter Club

Girls' Letter Club

Teresa Starks & Luann Kulm

Mock Trial

Nancy Dickmann

National Honor Society

Jon Comine

Quiz Bowl

Bob Icenogle

Senior Class

John Stanton & Angela Simpson

Skills USA

Michael Bos

Sophomore Class

Laura Hilkemann & Amy Thayer

Spanish Club

Kim Zeleny

Speech

Michelle Janda

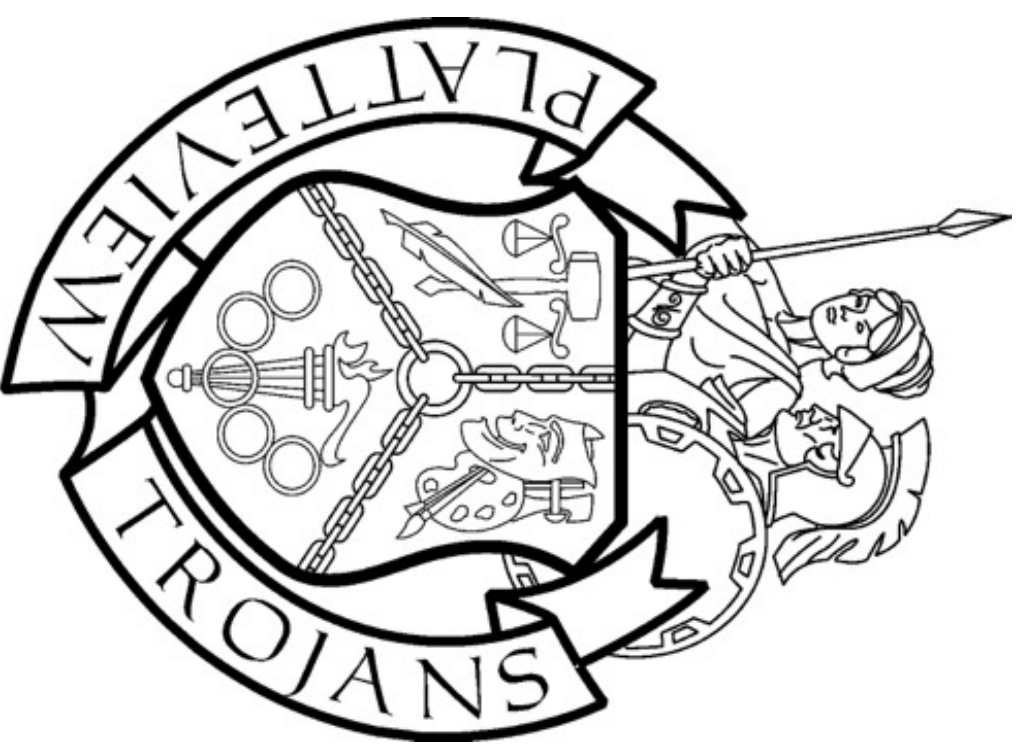
Student Council

Jon Comine

Vocal Music

Matt King

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 each of the 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 each of the 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 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 is 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 9
World Geography/Civics Mathematics
Biology
Physical Education 9 /Information Tech 1

10th Grade

World History
English 10
Science
Mathematics

Health 10

11th Grade

English 11
American History
Science
Mathematics

12th Grade

English 12
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 Scale

<u>Letter Grade</u>	<u>Percentage</u>
A+	93-100%
A	93-96%
A-	90-92%
B+	87-89%
B	83-86%
B-	80-82%
C+	77-79%
C	73-76%
C-	70-72%
D+	67-69%
D	63-66%
D-	60-62%
F	0-59%

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

**Beginning with the Class of 2017 it 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 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

Students with who have completed 4 years of mathematics courses, no more than 2 Bs in their math courses and score in the 75th percentile or greater on the ACT.

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 Plattview 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 middle of third quarter, 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 to parents at the 5, 9 and 14 week mark of the semester. These reports are sent out only as a reminder to the parents and students of progress throughout the semester. It is our belief that this progress report gives the student time to improve work in a subject and for the communication of concerns between teacher and parent. 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 Plateview 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 grade 11 will take the NeSA in reading, writing, mathematics and science. 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.

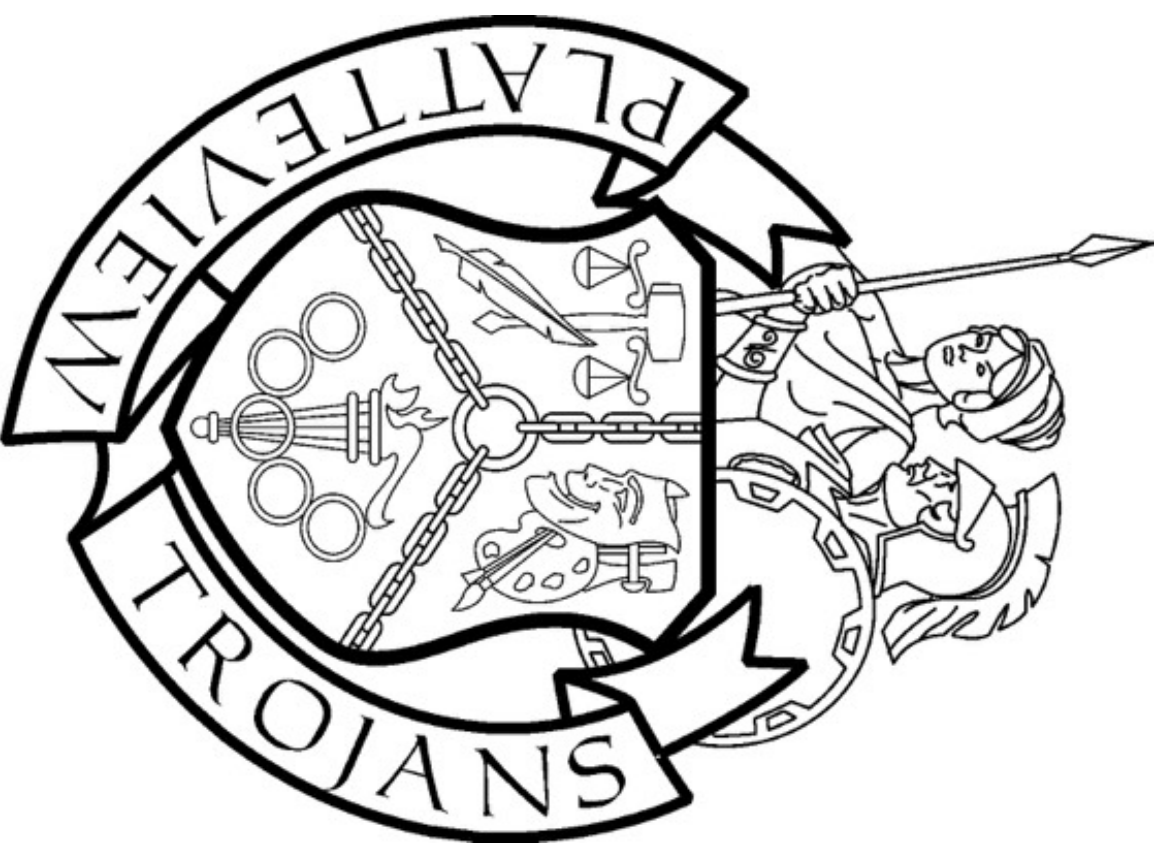
Student Council

Student council members will be elected in the fall of each 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 D+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



Student Regulations

Attendance Policy

Parents are asked to call prior to 9am 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 for a student absence.

Excused vs. Unexcused Absence:

Circumstances of Absences. Definitions. The circumstances for all absences from school will be identified as School Excused or Not School Excused.

Excused Absence. Absences should be cleared through the Principal's office in advance whenever possible. All absences, except for illness and/ or death in the family, require advance approval.

An absence for any of the following reasons may be excused, provided the required procedures have been followed:

. Attendance at a funeral for a member of the immediate family (parents, siblings, and grandparents),

Illness which causes a student to be absent from school,

- Doctor or dental appointment which require student to be absent from school,
- Court appearances that are required by a court order,
- School sponsored activities which require students to be absent from school,
- Family trips in which student accompanies parent(s)/legal guardian(s), and
- Other absences which have received prior approval from the Principal.

The Principal shall have the discretion to deny approval for any of the foregoing reasons, depending on circumstances such as the student's number of other absences (in which case the principal may ask for doctor's notes excusing student from school), the student's academic status, tests or other projects which may be missed, and in the case of a family trip, whether the trip could be taken during non-school time and the educational nature of the trip.

Not School Excused. Absences that are not school excused may result in a report to the county attorney and may be classified as follows:

- Parent acknowledged absences are those in which the parent communicated with the school in the prescribed manner that the child is absent and is the parent's responsibility for the extent of the school day. This includes, but is not limited to, illness, vacations, and medical appointments, which are excessive in nature.
- Other absences are those in which the parent has not communicated a reason for the student's absence.

Excessive Absenteeism. Students who accumulate five (5) unexcused absences in a quarter shall be deemed to have "excessive absences." Such absences shall be determined on a per class basis for secondary students. When a student has excessive absences, the following procedures shall be implemented:

- Verbal or written communication by school officials with the person or persons who have legal or actual charge or control of any child; and
- One or more meetings between the school's attendance officer, the child's parent(s) or guardian(s), and the child, when appropriate, to address the barriers to attendance. The result of the meeting or meetings shall be to develop a collaborative plan to reduce barriers identified to improve regular attendance.

The plan shall consider, but not be limited to:

- (i) Illness related to physical or behavioral health of the child;

- (ii) Educational counseling;
- (iii) Educational evaluation;
- (iv) Referral to community agencies for economic services;
- (v) Family or individual counseling;
- (vi) Assisting the family in working with other community services.

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

Informing Parents of Student Absenteeism

Although students may be excused from school, individual students (and parents) should not ignore the natural consequences of missing class. The grades earned by a student may be affected by extended or excessive absences.

Attendance Procedures

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 in-forming 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. 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. Jun-

iors 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.

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.

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 make up all assignments and tests.

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.
- A student will be counted as absent if he/she is absent for more than 15 minutes of any class 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 Administration on the fifth tardy in any class. The student will be assigned to a detention for that tardy and every tardy thereafter by the office prior to entering the classroom.
- 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 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. 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 dealt with according the Student Code of Conduct.

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, participa-

tion 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. 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. Books, other than reserve and reference books, are checked out for a two week period. Magazine articles and vertical file materials should be copied whenever possible to prolong the life of these materials and make them more readily available. 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 reasonable 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.

1. Each study hall and guided study period will follow the following schedule.
 - 15 minutes of Silent Sustained Reading
 - 15 minutes of Individual Work Time
 - 15 minutes of Group Work Time or Intervention with a Teacher
2. Students will not talk to other students without permission. Study halls are intended for quiet study.
3. 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.
4. Students are expected to bring enough work with them to keep them busy.

5. 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 Plateview 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@springfieldplateview.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 Plateview 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 Plateview 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 Plateview 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 Plateview 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 Plateview 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 Plateview 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

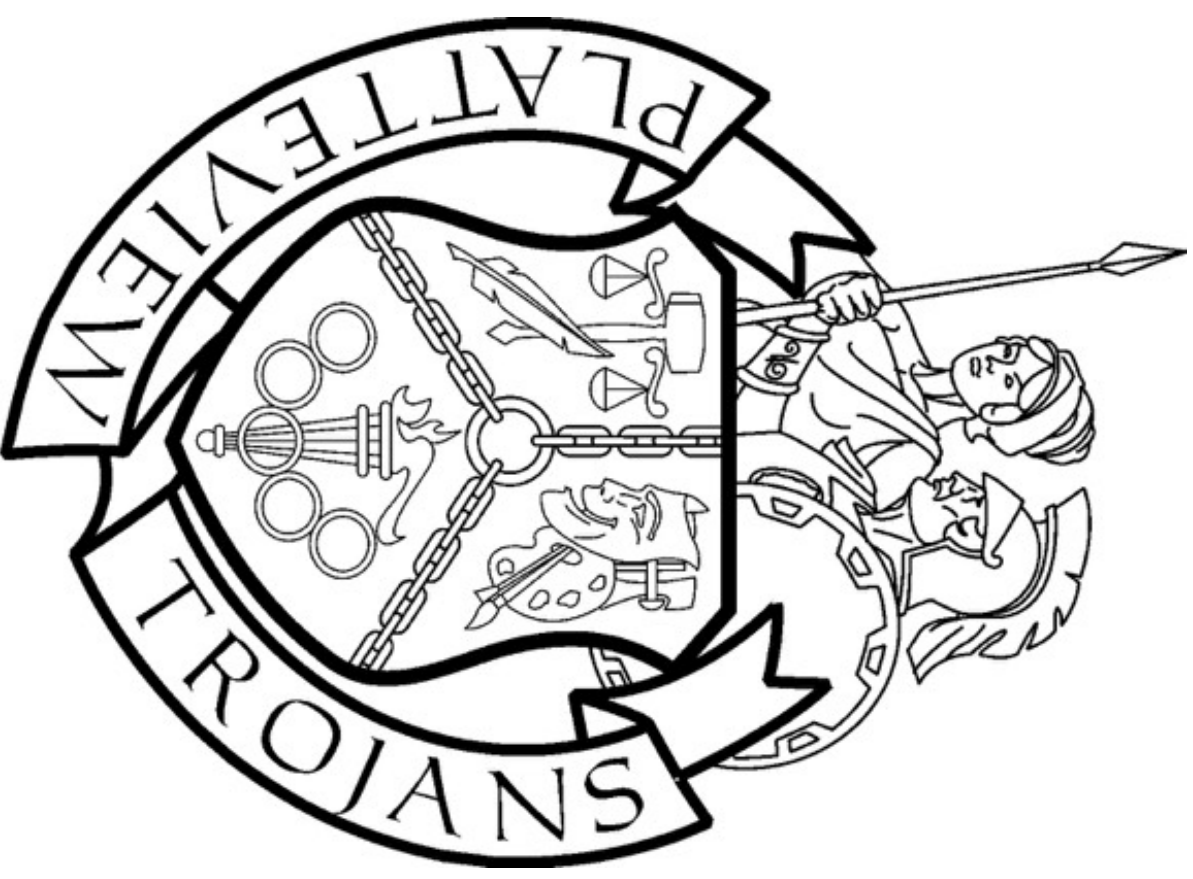
and activities scheduled after the school year starts, parents will be provided reasonable notification of the planned activities and surveys listed below and be provided an opportunity to opt their child out of such activities and surveys. Parents will also be provided an opportunity to review any pertinent 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

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.

Food Items in the Building

Students will not be allowed to bring open containers into the building. Beverages may only be consumed with the consent of the teacher. No food items may be consume in the classroom unless part of a class activity.

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 they report to study hall.

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 period is on each side of a weekend the confiscation will include the weekend.
- 3rd Offense: Student iPad will 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 Plateview 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 medi-

ation 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 Plateview 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@springfieldplateview.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 an administrator.

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 KEAB (1110 AM). These announcements are made as early as possible in the morning. Please note that our school district is described as Springfield Plateview 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 Plateview 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 Plateview 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 un-

til 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 commute 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.

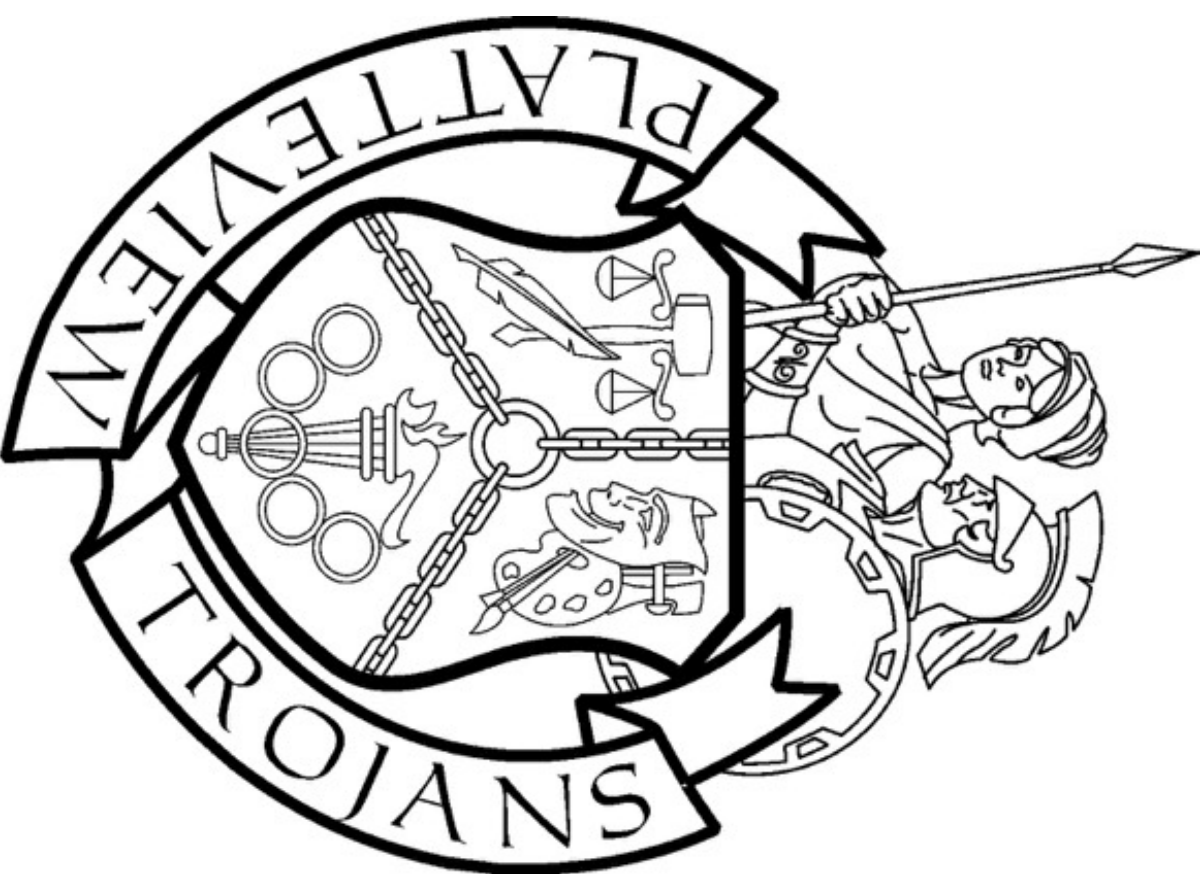
Tobacco Policy

The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by the smoke, including without limitation the stands and bleachers of outdoor athletic fields and near the entry of school buildings. For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars and chewing tobacco), vapor products (such as e-cigarettes, non-medical, and other vapor dispensers - regardless whether such products contain nicotine), alternative nicotine products, look-alike tobacco products, and products intended to replicate tobacco products either by appearance or effect.

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 Plateview 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 Plateview 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 Plateview 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,

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 have 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.
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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.

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
A5 Threats intimidating, or menacing another student including hazing.	1-3 days ISS Administrative documentation.	ISS 3 days. Notify parents.	ISS 6 days. Notify parents.
A6 Threats, intimidating, or menacing school personnel.	OSS 3 days. Notify parents.	OSS 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.		

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.
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.	OSS 3-5 days. Notify parents and police. Possible recommendation for expulsion.
D2 Extortion	2 Detentions. Notify parents.	ISS 1-3 days. Notify parents. Notify police.	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 or a sexual nature or racial background.	Conference with administrator.	ISS 3 days. Notify parents.	OSS 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.	OSS 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.

19 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.
110 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.
111 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.
112 Truancy (1-Period)	Detention	Detention	Detention
113 Truancy (More than 3 periods)	ISS 1-3 days.	ISS 3-5 days.	
114 Unauthorized entry into any unattended school area	Detention	3-5 Detentions	ISS 1-3 days
115 Loitering	Conference with administrator May issue detention.	Detentions	Detentions
116 Leaving school without following procedure	Detentions. Notify parents.	1-3 Detentions. Notify parents.	ISS 1-3 days. Notify parents.
117 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.
118 Violating the closed campus policy	Detention	1-3 Detentions.	ISS 3 Days. Notify parents.

119 No show for a Teacher detention	2 Detentions.	4 Detentions	ISS 1-3 days. Notify parents.
120 Misconduct for a Guest Teacher	2 Detentions.	ISS 1-3 Days. Notify Parents.	ISS 3-5 Days. Notify Parents.
121 Continual violation of school rules	ISS 3-5-Days. Notify Parents	OSS 1-3-Days. Notify Parents.	OSS 3-5-Days. Notify Parents.
122 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 Participation Policy

Participating and competing in extra curricular activities offered by Platteview High School is a privilege offered to our students. Extracurricular activities are an important part of a high school culture. They teach skills and lessons beyond the academic classroom. Participation by a student carries with it an increased responsibility to earn and maintain good grades. A student who chooses to participate in extracurricular activities and athletic programs must meet standards of the Nebraska School Activities Association and those of Platteview High School in order to continue to participate and perform. Failure to do so, may result in a loss of the privilege to participate in competition or performances, as outlined in the guidelines to follow.

Any student who is participating in an extracurricular activity or athletic program, must be enrolled in and pass at least 4 classes (20 credit hours) the previous semester in order to be eligible for varsity competition (NSAA Rule). In addition, no student may compete if they are in failing status in more than one class during a 1 week grading period, within the school semester. Students in failing status in more than one class, will be declared ineligible to participate in game competitions or performances, but may continue to practice. Students in failing status may be assigned detentions before or after school, in order to meet with teachers and/ or get missing assignments or assessment scores completed and raised. Detentions may be assigned by individual teachers or the administration. Students notified of their ineligibility for competition or performance, must initiate contact with their teacher(s) to create a plan of improvement.

Procedures:

1. Academic Watch List will be run beginning on the **THIRD** week of any new semester.
2. Teachers review grades and update by end of day on Thursday each week.
3. Academic Watch List is run on Friday mornings by 10:00 AM.
4. Teachers notify students of their failing status on Friday and of any missing, incomplete or unsatisfactory homework, projects or exam retakes due.
5. Work would be due no later than by start of school on the following Monday morning.
6. Coach/ Sponsors will inform the Activities Director of their team's / groups students who are on the list for more than one failing grade.
7. Activities Director's office will communicate to students that they are on the ineligible list. They will be informed that they have until the following Monday to raise their grade to passing status. IF they are still in fail-

- ing status in more than one class on Monday morning, they will be declared ineligible for competition that week.
8. Activities Director office will notify parent/guardian of students on the ineligible list.
9. Coach/Sponsors will make contact with the students on the ineligible list at practice or during class to to notify them of their status.
10. When teachers notify the Activities Director of a student's change of grade to passing, the student may be reinstated to eligible for competition and notified. The head coach will be notified also.

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 principals' 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, use of tobacco(chewing), or use of e-Cigs (Vapors): (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.

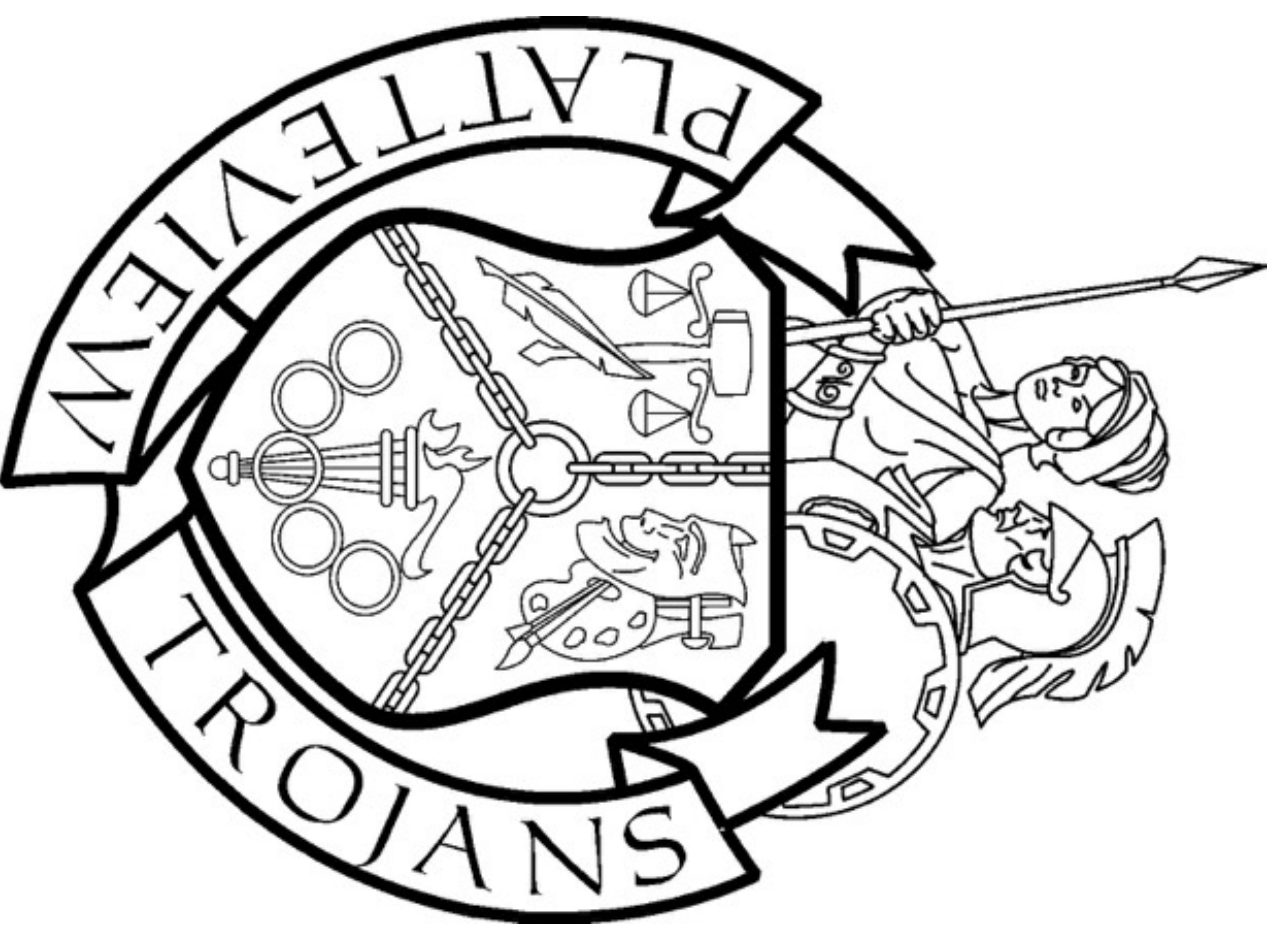
Upon the knowledge of the school of any student being in conflict with the before-mentioned policy, a contact will be made within three days between the student, the building principal, and the activities' director. All penalties administered to the student by the school as the result of this conference 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 \$45 for Tier 1 and \$75 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--\$2.80; 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 \$30 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.	\$25 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 Students are responsible for their own meals while traveling.
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 optional 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 cost 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.

To: ESU #3 Member School District Representatives
From: Dr. Dan J. Schnoes, ESU #3 Administrator
Date: June 19, 2015
Re: Member School District Approval Forms for 2015-2016

The initial ESU #3 spreadsheets of services and costs, for the 2015-16 fiscal year, were presented to superintendents on June 10, 2015.

Based upon the updated spreadsheets, there are two (2) separate proposals, enclosed in this email for your written Approval or Disapproval:

1. Core Service Funds Purposes
2. Property Tax Levy Funds Purposes

Please return the two approval / disapproval forms by July 20th to ESU #3 by mail, fax or email.

*As per Nebraska statute, if the approval / disapproval forms are not returned by **July 20, 2015** your school district is considered to have **approved** the proposed core service and property tax funds for the 2015-16 school year.*

ESU #3

Core Service Funds Purposes for the 2015-2016 Budget Year

Nebraska Revised Statutes 79-1241.03 Funds appropriated for Core Services shall be used for purposes approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

Proposal #1: Core Service Funds Purposes

Each member school district of ESU #3 is requested to complete this document to determine if the school district approves or disapproves the **purposes** of **Core Service Funds** for ESU #3. The purposes for the 2015-2016 fiscal year are outlined in the Superintendent's Spreadsheet of Services.

The _____ Public Schools

Approves / Disapproves
(Circle the appropriate decision for your District)

ESU #3 Core Service fund purposes for the 2015-2016 fiscal year.

By: _____
(Signature of Representative as Appointed by the School District's Governing Board)

Date: _____

ESU #3

Property Tax Levy Funds Purposes for the 2015-2016 Budget Year

Nebraska Revised Statutes 79-1242. Funds generated from the Property Tax Levy shall only be used for **purposes** approved by representatives of two-thirds of the member school districts in an educational service unit, representing a majority of the students in the member school districts.

Proposal #2: Property Tax Levy Fund Purposes

Each member school district of ESU #3 is requested to complete this document to determine if the school district approves or disapproves the purposes of the property tax levy for ESU #3. The purposes for the 2015-2016 fiscal year are outlined in the Superintendent's Spreadsheet of Services.

The _____ Public Schools

Approves / Disapproves
(Circle the appropriate decision for your District)

ESU #3 property tax levy fund purposes for the 2015-2016 fiscal year.

By: _____
(Signature of Representative as Appointed by the School District's Governing Board)

Date: _____

ESU #3 - Summary of Funds Available and Expenditures
Superintendent Worksheet
2015-2016

	Source Allocation										Expenditure Allocation										Available Prop. Tax Balance	Total Dir Service Days
	Core		Property Tax \$		Revenue Other*		Total	Business Services		Board Expense		Bldgs & Grounds		Program		Gifford		PDD/Media	D&N	Total		
	Service \$	Tax \$				Admin																
Arlington	27,870	86,061	2,791	116,722	7,707	8,850	2,125	14,006	0	1,467	19,968	45,411	99,534	17,188	11							
Bellevue	475,254	374,579	25,561	875,394	33,616	38,603	9,270	61,092	0	6,399	317,242	190,749	656,971	218,423	188							
Bennington	93,144	131,682	6,642	231,468	11,820	13,574	3,260	21,481	0	2,250	67,980	82,123	202,488	28,980	37							
Blair	110,746	238,621	9,314	358,681	21,418	24,595	5,906	38,924	0	4,077	80,137	133,146	308,203	50,478	44							
Conestoga	29,703	98,701	3,097	131,501	8,841	10,153	2,438	16,068	0	1,683	22,444	32,547	94,174	37,327	12							
DC West Commun	38,504	124,074	3,944	166,522	11,111	12,759	3,064	20,192	0	2,115	29,023	41,670	119,934	46,588	15							
Elkhorn	361,208	673,418	28,562	1,063,188	60,424	69,388	16,663	109,811	683	11,502	241,917	279,741	790,129	273,059	143							
Elmwood-Murdock	19,069	53,770	1,822	74,661	4,823	5,538	1,330	8,764	0	918	12,075	15,234	48,682	25,979	8							
Fort Calhoun	28,603	49,784	2,199	80,586	4,444	5,104	1,226	8,077	0	846	20,091	23,966	63,754	16,832	11							
Geina	187,755	263,885	13,361	465,001	23,687	27,201	6,532	43,048	0	4,509	127,538	189,405	421,920	43,081	74							
Louisville	27,136	69,516	2,472	99,124	6,241	7,167	1,721	11,342	0	1,188	17,476	20,519	65,654	33,470	11							
Millard	1,133,129	1,402,973	68,447	2,604,549	125,859	144,531	34,707	228,730	6,835	23,958	627,751	710,123	1,902,494	702,055	448							
Papillion/LaVista	542,728	664,994	32,682	1,240,404	59,667	68,519	16,454	108,436	0	11,358	329,843	495,317	1,089,594	150,810	214							
Plattsmouth	79,576	101,404	5,481	186,461	9,078	10,424	2,503	16,497	0	1,728	59,385	45,328	144,943	41,518	31							
Ralston	148,150	227,115	10,868	386,133	20,378	23,401	5,619	37,033	0	3,879	115,716	154,438	360,464	25,669	59							
Springfield Plateview	53,173	176,121	4,835	234,129	15,792	18,134	4,355	28,699	3,646	3,006	42,969	66,664	183,265	50,864	21							
Weeping Water	16,135	50,382	1,624	68,141	4,539	5,212	1,252	8,249	0	864	11,387	13,890	45,393	22,748	6							
Westside	295,201	483,265	19,553	798,019	43,355	49,788	11,955	78,794	0	8,253	207,706	213,929	613,780	184,239	117							
Total	3,667,084	5,270,345	243,255	9,180,684	472,800	542,941	130,380	859,243	11,164	90,000	2,350,648	2,754,200	7,211,376	1,969,308	1,450							
Funds Available:																						
Tax Revenue	5,270,345																					
Core Service Funds	3,667,084																					
Other*	243,255																					
Total	9,180,684																					
**Core Service funds per student	\$49.23																					

* The other revenue column includes estimated interest income, grant administrative fee income, rent income, and actual E-Rate awarded in 2014-2015

FINAL

**ESU #3 - Data Networking
Superintendent Worksheet
2015-2016**

FINAL	Department	Sub Caller sfin_inlet	Financial kalsen2015_inlet	Finance Plus kalsen2015_inlet	Time Card	Document Inletting	SNDLC	SIMS	Time Clock Plus	E-Mail	WAN	Zito Dark Fiber	Internet	Sub Caller	Filtering	Programmer	Server Housing	TOTAL
	Arlington	6,230	2,553	8,142	0	170	418	12,957	0	0	4,555	714	5,158	705	760	3,049	0	45,411
	BelleVue	49,358	0	0	0	0	0	0	2,541	0	38,252	0	35,639	0	12,960	51,999	0	190,749
	Bennington	12,717	0	0	0	3,759	924	27,643	0	1,379	9,606	1,577	9,605	1,308	2,540	10,191	874	82,123
	Bair	19,403	596	25,718	0	544	1,349	41,159	0	0	14,390	2,301	10,804	1,745	3,020	12,117	0	133,146
	Conestoga	7,005	0	9,132	0	0	468	0	0	692	5,108	799	5,283	0	810	3,250	0	32,547
	DC West Commun	8,877	207	11,552	0	240	0	0	0	879	6,480	1,012	5,882	685	1,050	4,213	0	41,670
	Elkhorn	57,799	1,941	77,152	831	0	4,080	0	1,373	0	43,131	6,962	27,869	5,474	9,850	39,520	0	279,741
	Elmwood-Mudcock	4,001	0	0	0	0	271	0	0	401	2,935	462	4,558	0	520	2,086	0	15,234
	Fort Calhoun	4,379	0	5,886	0	126	314	0	0	0	3,278	535	5,208	0	780	3,130	330	23,966
	Gretna	25,552	1,008	34,629	0	745	1,859	55,593	0	2,773	19,307	3,172	16,051	3,053	5,120	20,543	0	189,405
	Louisville	5,332	0	0	0	0	364	0	0	540	3,927	621	5,108	457	740	2,969	461	20,519
	Millard	144,271	6,087	196,799	0	0	0	0	0	0	109,629	0	80,462	17,997	30,900	123,978	0	710,123
	Papillon/Al Vista	68,743	2,915	93,820	1,454	0	0	150,870	2,403	0	52,260	0	40,237	8,434	14,800	59,381	0	495,317
	Plattsmouth	10,271	0	0	0	3,759	758	0	0	0	7,796	1,293	8,681	1,220	8,681	8,707	673	45,328
	Ralston	21,144	795	28,523	0	611	1,524	45,785	0	0	15,915	2,601	13,353	2,431	4,040	16,209	1,507	154,438
	Springfield Plateview	12,520	0	0	0	3,760	0	25,935	0	0	9,130	0	6,882	0	1,450	5,818	1,169	66,664
	Weeping Water	3,652	0	0	0	0	239	0	0	358	2,668	410	4,358	0	440	1,765	0	13,890
	Westside	43,733	1,588	58,747	0	1,255	0	0	0	0	32,816	0	23,372	5,104	8,050	32,299	3,206	213,928
	TOTAL	504,987	17,690	550,100	2,285	3,691	13,161	359,942	6,317	7,022	381,183	22,459	308,510	48,613	100,000	401,224	8,220	2,754,199
		*									*				*			

* ESU #3 provided service. All districts participate

**ESU #3 - Professional Development / Media
Superintendent Worksheet**

2015-2016

	ProQuest History	ProQuest Learning Literature	SIRS Renaissance	ProQuest SIRS Issues Researcher	ProQuest SIRS Gov't Reporter	ProQuest eLibrary Curriculum	ProQuest Research Companion	ProQuest SIRS Decades	ProQuest Culture Grams	ProQuest Online Prof Education	ProQuest Central K-12	ProQuest AP Science	SIRS Webselect	Total	Direct Service Days
FINAL															
District	Study Cir	Literature	Renaissance	Researcher	Reporter	Curriculum	Companion	Decades	Grams	Education	K-12	AP Science	SIRS Webselect	Total	Direct Service Days
Arlington	0	0	0	0	0	0	0	0	413	316	0	0	0	19,968	11
Bellevue	0	1,875	0	0	0	4,738	2,600	0	7,059	5,405	12,953	0	0	317,242	188
Bennington	0	0	0	0	0	0	0	0	1,384	1,059	0	0	0	67,980	37
Blair	0	0	0	0	0	0	0	0	1,648	0	3,022	0	0	80,137	44
Conestoga	298	0	0	289	0	0	0	289	444	0	0	0	160	22,444	12
DC West Commun	384	152	0	0	0	0	0	0	570	436	0	0	0	29,023	15
Elkhorn	0	0	0	0	0	0	0	0	5,365	4,106	0	0	0	241,917	143
Elmwood-Murdock	0	0	0	0	0	0	0	0	0	0	0	0	0	12,075	8
Fort Calhoun	0	0	0	0	0	0	0	0	427	0	0	0	0	20,091	11
Gretna	0	0	0	0	0	0	0	0	2,789	2,135	0	0	1,010	127,538	74
Louisville	0	0	0	0	0	0	0	0	0	0	0	0	0	17,476	11
Millard	0	0	0	0	0	0	0	0	0	0	0	0	0	627,753	448
Papillion/La Vista	0	0	0	0	0	0	0	0	0	0	0	0	0	329,843	214
Plattsmouth	796	314	0	772	422	0	0	773	1,184	906	0	895	0	59,385	31
Ralston	1,479	584	603	1,436	784	0	0	1,438	2,201	1,685	0	0	0	115,716	59
Springfield Platteview	0	0	0	0	0	0	0	515	788	602	0	0	0	42,969	21
Weeping Water	0	0	0	0	0	0	0	0	0	0	0	0	0	11,387	6
Westside	0	0	0	2,863	0	0	0	0	4,389	3,360	0	0	0	207,704	117
TOTALS	2,957	2,925	603	5,360	1,206	4,738	2,600	3,015	28,661	20,010	15,975	895	1,170	2,350,648	1450

CONTRACT FOR SUPPLEMENTAL SERVICES

DRIVER EDUCATION

2015 - 2016

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 **Springfield-Platteview School District**, Sarpy County, Nebraska, hereinafter called the School for the 2015-2016 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:

<u> X </u> Saturday Hours	<u> </u> Est. No. Students
<u> </u> Summer Program	<u> </u> Est. No. Students

3. COMPENSATION.

The School shall pay to ESU #3 for said services as follows:

Total Program \$350/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.

Accepted by action of the Board of the Springfield-Platteview School District, Sarpy County, Nebraska at a duly authorized meeting on the _____ day of _____, 2015.

Authorized Representative

Title

Approved by action of the Board of Educational Service Unit #3, Omaha, Sarpy County, Nebraska, at a duly authorized meeting on the 21st day of July, 2015.

Administrator – Authorized Representative

Return to:
Dr. Dan J. Schnoes, Educational Service Unit #3
6949 S. 110th Street, La Vista, NE 68128-5721



**14801 South 108th St.
Springfield, NE 68059
Phone: 402-592-1300
Fax: 402-597-8551**

Future Planning July 13, 2015

1. 7/17/15 Foundation Dinner/ Auction 6 PM- Millard Social Hall
2. 7/27/15 Board Work Session 7 PM
3. 8/11/15 New Teachers Report
4. 8/12/15 All Teachers Report
5. 8/10/15 Regular Board Meeting 7 PM; 6 PM Americanism, 6:30 PM Finance
6. 8/18/15 School Starts
7. 8/24/15 Board Work Session 7 PM