

**Raymond Central Public Schools (District 0161) Board of Education Regular Meeting**

Wednesday, July 12, 2023 at 6:00 PM

Raymond Central Jr-Sr High School - Mustang Room

1800 West Agnew Road

Raymond, NE 68428-9783

**Present:** Mary Benes, Matt Blanchard, Brad Breitreutz, Cathy Burklund, Bill Lange, **Absent:** Derek Matulka. Also in attendance were: Lynn Johnson, Superintendent; and Tony Kobza, Activities Director/Asst Principal.

Call to Order and Pledge of Allegiance

President Breitreutz called the meeting to order at 6:00 PM and the Pledge of Allegiance was said.

Motion to Excuse Board Member's Absence

Motion by Lange, second by Benes to excuse the absence of Derek Matulka. RCV 5-0. Motion carried.

Open Meeting Law

The audience was reminded that Open Meeting Laws would be followed.

Correspondence/Recognition

Dave Christensen was presented with a retirement plaque. He served as the custodian at Ceresco Elementary for the past 16 years and always went above and beyond to make sure that the building was in tip-top shape and ready for students and teachers. We wish him the very best in the next phase of his journey.

Annual Public Hearing on Parental-Community Involvement in Schools Policy 6400

Annual Public Hearing was held on Policy 6400--Parental-Community Involvement in Schools.

**Parental/Community Involvement in Schools**

Lancaster County School District No. 55-0161 a/k/a Raymond Central Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.
5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.
6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

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

Date of Adoption: May 18, 2009  
Date of Revision: June 14, 2021  
Reviewed with No Changes: July 12, 2023

Annual Public Hearing on the Student Fees Policy 5416

Annual Public Hearing was held on Policy 5416--Student Fees.

<b>Elementary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
K-5 Technology Fee	For utilization of technology devices	\$20.00
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged.
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Music Honor Choir	Coordinating group attire	TBD
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 \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips.) Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	\$25.00 to \$200.00 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (\$0.10) per page when charges apply.
<b>6-12 Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
6-12 Technology Fee	For utilization of technology devices	\$20.00
Physical Education Classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art Classes, Science Classes, and FCS 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.

Art Class Beginning	Art Supplies	\$10.00/Semester
Art Class Advanced	Art Supplies	\$15.00/Semester
Art Independent Study	Art Supplies	\$15.00/Semester
Ceramics	Materials for projects	\$25.00/Semester
Digital Photography	Materials for projects	\$20.00/Semester
Foods I/Textiles/Culinary I&II	Materials for projects	\$25.00/Semester
Drama Class		\$10.00
Competitive Speech Class		\$25.00/Semester
Agriculture and Industrial Technology Classes		
Ag Ed Labs	Supplies	\$20.00/Semester
Crop & Food Science	Supplies and materials	\$15.00/Semester
Horticulture/Plant Science	Seed and materials	\$15.00/Semester
Metal Fabrication	Metal and materials	\$25.00/Semester
Welding	Metal and materials	\$30.00/Semester
Industrial Tech Labs	Wood and other materials	\$30.00/Semester
Introduction to Construction	OSHA Fee and materials	\$45.00/Semester
Construction Projects	Wood and materials	\$30.00/Semester but may vary based on individual projects up to \$120.00
Autobody Class	Equipment	\$30.00/Semester
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.
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.
College Now	Tuition and fees for college courses taken for credit	Any postsecondary education costs are to be paid directly by students to the college.
Dual Credit-Secondary Education Classes taught by Raymond Central Staff	Tuition and fees for college courses taken for credit	\$ xx Tuition \$ xx Book Fee Payments will be made prior to the start of the course.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost.
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally \$50.00.
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	\$50.00 to \$200.00 per class
Locker usage	Use of school locker	Student will be responsible for replacement or repair cost to damaged locker.
<b>Extracurricular &amp; Athletic Programs</b>	<b>General Description of Fee or Material</b>	<b>Dollar Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Activity Fee for participants grades 7-12	Participation fee will also cover admission to events	\$40.00/annually for anyone participating in the following activities: Baseball, Softball, JH&SH Basketball, JH&SH Cross Country, JH&SH Football, JH&SH Track, JH&SH Volleyball, JH&SH Wrestling, Soccer, Cheerleading, Dance Team, JH&SH Speech & Debate, Competitive Drama (One Act)
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.  Basketball Football Speech Golf Track Volleyball Wrestling Baseball Cheer/Dance	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, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:  No additional No additional Dress attire; copies of research Golf bag & clubs No additional Kneepads Headgear Hat & glove Shoes, approved uniforms (top & skirt; jacket), poms and other accessories up to \$1,200.00
Camps and clinics Travel meals Locker use	Registration and other costs of camps/clinics. Equipment and attire.	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.
Travel meals Locker use	Meals Padlock for locker	

Marching Band and Musical Groups (optional)	Band Dry Cleaning Band Repair/Rental	\$11.00 \$50.00 Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school.
Choir Class	Dry Cleaning Robes	\$12.00
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 \$325.00.
<b>Clubs/Organizations</b>  All organizations FFA FBLA Spanish Club Mock Trial SkillsUSA	State & National dues, meals and activities. Clothing/camps	Annual dues not to exceed \$50.00 per club.  \$25.00 \$25.00 \$8.00 \$10.00 \$25.00
Dance Squad	Admission to events	\$10.00 per play or activity
Social & Recognition Activities	Admission to prom, homecoming, etc.	Up to \$25.00 per event
Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$50.
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
Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000.00 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 if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.
* Cooperative Programs		Fees are established by the host school and paid to the host school.

### **Student Fees Policy**

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

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

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

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

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

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

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

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

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

4. Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.
5. Postsecondary Education Costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.
6. Transportation Costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.
7. Copies of Student Files or Records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.
8. Participation in Before-and-After-School or Pre-kindergarten Services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.
9. Participation in Summer School or Night School. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.
10. Breakfast and Lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.
11. Waiver Request Form. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

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

### **CERTIFICATION**

On the 12<sup>th</sup> day of July, 2023, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

---

Superintendent or Other Authorized School Official

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

Date of Adoption: June 21, 2010  
Date of Revision: July 8, 2019  
Reviewed with No Changes: July 12, 2023

District Mission Statement

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

Consent Agenda

Motion by Benes, second by Lange to approve the consent agenda as presented including the regular meeting minutes of June 14, 2023; Workshop minutes of June 29, 2023; June financial statement; and monthly bills. RCV 5-0. Motion carried.

Regular Minutes of June 14, 2023 and Board Workshop Minutes of June 29, 2023

## **Raymond Central Public Schools (District 0161) Board of Education Regular Meeting**

Wednesday, June 14, 2023 at 6:00 PM

Raymond Central Jr-Sr High School - Mustang Room

1800 West Agnew Road

Raymond, NE 68428-9783

**Present:** Mary Benes, Brad Breitreutz, Cathy Burklund, Bill Lange, Derek Matulka, **Absent:** Matt Blanchard. Also in attendance were: Lynn Johnson, Superintendent; Scott Shepard, Jr-Sr High School Principal; Tony Kobza, Activities Director/Asst Principal; Steve Rose, Elementary Principal; and Amanda Coufal, SpEd Director.

### Call to Order and Pledge of Allegiance

President Breitreutz called the meeting to order at 6:00 PM and the Pledge of Allegiance was said.

### Motion to Excuse Board Member's Absence

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

### Open Meeting Law

The audience was reminded that Open Meeting Laws would be followed.

### District Mission Statement

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

### Consent Agenda

Motion by Matulka, second by Benes to approve the consent agenda as presented including the regular meeting minutes of May 10, 2023; May financial statement; and monthly bills. RCV 5-0. Motion carried.

### Regular Minutes of May 10, 2023

### Financial Statement/Report

### Monthly Bills

### Correspondence/Recognition

Recognition of two important retirees of the district:

Dave Christensen has served as the custodian at Ceresco elementary for the past 16 years. He has gone above and beyond to make sure that the building is always in tip-top shape and ready for the students and the teachers. He has served the students and the staff faithfully.

Fred Spale has served as a teacher and coach for Raymond Central for the past 17 years but he has been a teacher for the past 47 years. Imagine that, what a wonderful legacy he has built. A legacy of servant leadership.

We wish these two the best in the next chapter of their life.

### Public Forum

### Reports

### Administrative Reports

### **Submitted by Scott Shepard, Jr-Sr High School Principal**

**Student Engagement** - Graduation was a success with 46 graduates and 44 in attendance to receive their diplomas. We continue to work with the other two seniors that need to complete requirements. The goal is always to get 100% of our students to graduate and have a plan for their next steps. I appreciate the Board members that were able to attend graduation. Mr. Kobza and the staff (Torie, Laura, Tasha and Celia Newman) did a great job decorating the gym and utilizing the new video boards to make the program special!

**Community Engagement** - I want to thank Mr. Kobza for putting together two awards nights at the end of the year. He and Laura did a great job honoring our students that are involved and have excelled in activities here at Raymond Central. Lynn and I were able to attend both nights. These new traditions will go a long way in creating a positive culture and expectation of excellence!

**Planning for 2023-24** - The master schedule is set for next year. It has been a difficult process of trying to meet the needs of individual students while making educationally and financially sound decisions of what classes to run. Not filling the Science and PE positions at this time creates some concern and may impact the master schedule for next year. Tasha has met with Lynn to discuss options, but we are still hopeful that the right candidate will move to the area in the next two months.

As I wrap up my time here at Raymond Central, I want to thank Lynn, the Board and the Staff for allowing me to be part of this team. I am sorry that I will not be able to see some of the initiatives through as I submit [my letter of resignation](#). As I stated in the letter, it was a very difficult decision on my part to step away from education, at this time, after serving for 32 years. It is my hope that Raymond Central continues to focus on meeting the needs of the students and preparing them for their futures.

Last month, I included some plans and recommendations for additional supports that would require hiring more people. I firmly believe that if you want to bring about sustainable change, you have to hire additional staff to work with struggling students and also add counselors or administrators that can develop, implement and follow through with programs to challenge and support students.

Again, thank you for the opportunity to be part of the Raymond Central Family! I will always cheer for the Mustangs!

**Go Stangs!**

### **Submitted by Tony Kobza, Asst Jr-Sr High School Principal/Athletic Director**

**Activities** - We hosted an Activities Banquet that recognized the Academic and Performance accomplishments for all of our activities from this past year. The RC Booster Club provided a meal for attendees.

Awards of Note:

- Band Member of the Year: Josie Lahm
- Choir Member of the Year: Daniel Jackson
- Speech Player of the Year: Sarah Lange
- Speech Novice of the Year: Luke Tvrdy
- Play Production Members of the Year: Addison Kottas and Barrett Walahoski
- Activities Member of the Year: Aleyna Cuttlers

**Athletics** - To celebrate the accomplishments of the athletes throughout the entire year we held an end of year Athletic Banquet on May 15. All athletes that participated in an NSAA sanctioned event this year were invited along with their families. The RC Booster Club provided a meal for attendees.

Athletes of the Year Winners:

- 9th grade - Wyatt Jelinek and Jordyn Harris
- 10th grade - Reid Otto and Quincy Cotter

- 11th grade - Kyle Peterson and Madelyn Lubischer
- 12th grade - Mason Kreikemeier and Madysen Ayres

**Submitted by Steve Rose, Elementary Principal and Deb Kruse, Assistant Elementary Principal**

- 100% Active Participation
  - Professional Development will revisit the 10 Big Ideas for the 2023-2024 School Year
  - Rationale
    - Increases Learning
    - Increases on Task Behavior
    - Decreases problem behavior
    - Provides continual feedback for the teacher
    - Makes learning visible
  - "No hands Rule"
    - All students are accountable for answering academic questions. This enables the teacher to check for understanding, reteach if necessary and provide individual feedback to students. In traditional classrooms, teachers call on students with their hands up. This creates educational inequity. Typically it is the same students who raise their hands. This allows the rest of the students to become disengaged and not accountable for learning.
    - "No hands rule" **does NOT** mean students never raise their hands. Students raise their hands to get the teacher's attention, ask questions, and offer opinions.
    - The elementary teachers have done a phenomenal job implementing the 10 big ideas and have provided the administration with positive feedback on how it has changed the culture in their classroom.
- Wit & Wisdom / ELL Curriculum
  - Materials have arrived and teachers have begun looking through the online materials as well as the plethora of authentic texts that come with the program. Instead of reading out of a basal, students will have their hands on authentic texts that are wide-ranging, varied, and provide a careful balance of literary, informational, and fine arts texts.
  - Teacher professional development will be held on August 3-4 to construct lessons and design learning for the 1st Module of the program.
- Orton Gillingham
  - Orton Gillingham (Foundational Skills Program) training has begun for teachers at each building.
  - The IMSE Impact Comprehensive Orton-Gillingham Plus Course and Program is 30-hours of a hands-on, interactive, and personalized class that provides a complete understanding of IMSE's enhanced Orton-Gillingham method, the essential five components to literacy, and the tools necessary to apply it in the classroom.
  - After participating in this accredited Structured Literacy course, teachers will understand the structure and foundation of the English language as well as the research behind the Science of Reading. Educators will have a basic knowledge of how to assess and teach students in all three tiers of RTI as well as students with dyslexia.
- MTSS-B School-Wide Expectations
  - The Teacher Leadership team as part of our work on MTSS-B (behavior) developed school-wide expectations and language that can be used across our campuses. The team has created slides and lesson plans for all staff members. This provides consistency with verbiage and expectations from all adults and will ensure that students know what is expected of them to be Safe, Responsible and Respectful (The Mustang Way) in all areas of the school.

- For the 2023-2024 school year, the staff will be going through a program called Cultural Connections with Mike Feit from ESU 2. This will be our Tier 1 in the MTSS-B Process. It will be what is expected of all classrooms and all teachers. This will enhance our implementation of school-wide expectations within the classrooms and give teachers tools and strategies to increase positive interactions with students.
- Deb and Steve are also working on a flow chart for behavior data tracking especially in the area of minor incidents and defining the difference between Majors and Minors as well as giving teachers the process for how each is dealt with from a teacher managed level and an office managed level. We will also be working to provide skills and strategies for behavior management and intervention centered around that flow chart.

**Submitted by Amanda Coufal, Director of Special Education**

**Summary of the 2022-2023 School Year in Special Education:**

Grade Level	August 2022 SpEd Numbers	Initial Verification	Dismissed from SpEd Services	Moved into district with an IEP	Transferred out of district	Revoked Services	May 2023 SpEd Numbers	Alternate Setting
K	3	4					7	1 @ St. John's
1	6	1					7	
2	7	3		2			12	1 @ Martyrs
3	6		1	1			6	1 @ St. John's
4	9	2	1	1	1		9	1 @ Martyrs
								1 @ Indy
5	9	1			1		10	1 @ Martyrs
								1 @ Indy
6	10				1		9	
7	18		1	1	2	1	15	1 @ Indy
8	9						9	1 @ Indy
9	9	1		1	1		10	
10	7			1	2		6	
11	10			2			12	
12	9		1	2	3	1	6	
18-21	0						0	
<b>TOTAL</b>	<b>112</b>	<b>12</b>	<b>4</b>	<b>11</b>	<b>11</b>	<b>2</b>	<b>118</b>	<b>9</b>

Disability Category	Number of Students
Specific Learning Disability (SLD)	49
Other Health Impaired (OHI)	32
Speech Language Impairment (SLI)	14

Intellectual Disability (ID)	6
Developmental Delay (DD)	0
Autism (AU)	6
Emotionally Disturbed (ED)	7
Hearing Impaired (HI)	3
Multiple Impairment (Multi)	1

NDE's District Determination Report:

We have received the 2022 District Determination Report from NDE and the special education department has met the requirements with a percentage of 97.61%.

To give a little background - in 2021, RC met the requirements with a percentage of 89.87%. In 2020, RC met the requirements with a percentage of 84.68%.

**Annual Activity/Participation Report**

**Superintendent's Report**

This past week, I participated in a workshop that highlighted the legislative changes and the implications of those changes, as well as a school finance section that focused on LB583 and LB243. LB583 (Sanders) provides for foundation aid and special education supplemental aid under the Tax Equity and Educational Opportunities Support Act; and LB 243 (Briese) adopts the School District Property Tax Limitation Act.

Of note is the fact that the legislation passed this year resulted in 29 new mandates for schools! Unimaginable really. This is due to the filibustering which resulted in what is termed 'Christmas tree bills' where measures were all dumped together in large committee bills for passage. As an example LB705 has 125 sections. These mandates range from additional staff training to how/when we can discipline students to grooming policies for students. The legislation is quickly eroding local control of schools.

LB583 is touted as being the vehicle that will reduce property taxes as a result of the addition of foundation aid to the formula. The reality of the legislation is that districts will realize varying degrees of influence on their taxes as a result of this new legislation. School districts that are currently unequalized may be impacted more positively than districts such as ours that are equalized. Raymond Central's state aid will increase \$261,308 (from \$963,483 to \$1,213,974). With our current valuation, that represents about 3 cents of tax asking but that is under the assumption that your budget stays flat. In a world where 83% of the budget is human resources and we have to pay more to be competitive, teamed with the fact that we have some major facility needs that will have to be addressed, it is likely that our tax payers will not see the reduction that they had hoped for through this legislation.

Additionally, LB243 creates a tax limitation. We are limited to a 2.93% tax increase for the 2023-24 school year. The board of education can access 6% of additional base growth with a 70% approval vote of the board of education.

In total, there are now three lids being applied to school districts' budgets and financing. School districts are slowly being squeezed from all directions. This will merit continued attention as many educators are concerned about the sustainability of our educational system and the funding system under these mandates. As an example, in an attempt to stay competitive in hiring and retaining quality employees, our personnel costs will increase \$456,411 this year over last year. It is apparent that the cost of operating is rising faster than the state allows for with their many lids.

Our patrons are advised that Lancaster County Sheriff's office and other agencies will be using our Jr/Sr High building for Armed Intruder training on July 12th.

As a result of two grants that we are involved with through ESU#2, we will see the addition of four days of contracted mental health therapist services in our buildings next year. That should be helpful in meeting some of our student needs in this area.

The total election expenses for the special bond election through Saunders County Election office was \$7,563.38.

**Staffing Update** - We still have two certificated positions left to fill at the Jr/Sr High school. Those two are HS PE and MS Science. We also have the counselor/Success Coordinator position at the middle school to fill.

## NASB Monthly Update

### Safety Report

### Important Upcoming Dates:

### Facilities Report

Jared and crew are making great progress in the summer custodial/maintenance tasks. They started with Ceresco and are about ready to move to Valparaiso.

Jared has replaced 900 lights in the HS with LED's. Basically replaced all hallway, FCS room, Mustang Room, Media Center, Art Room, and Wilmes room. He will do the remaining fixtures next year. He also has staff replacing the old emergency lights with new LED lights. These will be much more cost efficient. The batteries are only \$26 to replace as compared to \$60 on the existing emergency lights. He purchased these in conjunction with the service provider so that we get the reduced/grant pricing.

BRAN Riders - Bicycle Riders Across Nebraska stopped in Ceresco on Saturday and the city volunteers used the school to set up a stop station. Restrooms were available to participants and volunteers provided a hydration station. Sophia Custer is our city liaison who organized the event.

Science teachers, Jacob Staroscik and Megan Alyward, have spent time this summer cleaning out the back storage room. It was a MESS. There are some anatomical maps with a 1918 copyright date. There were also some food items almost as old and some animal parts in formaldehyde that should have been dissected decades ago.

The EPDM roof on Ceresco Elementary is delaminated and leaking as of this last rain storm. It needs to be replaced before additional leakage causes interior damage. Attached to this agenda item is a quote from 10 Men Roofing. They are doing the shingle roof. It would be advantageous to do both of these roofs at the same time this summer. Jared is trying to obtain another quote on the EPDM so that we can ensure that we are getting a competitive price.

Electrical work needing board approval:

- Shed Power: The Facility/Transportation committee identified as a priority, bringing electricity to the east storage shed. It currently does not have any power to it. The quote provided by Sentry Electric has two options. One option is to run power from the northeast shed and provide a 50A panel and the other option is to run power from the main panel and install a 100A panel. Though the second option is more expensive, Jared thinks it may serve us better in the long run.
- Track Power: We currently run an electrical cord from a power source on the outside of the track through the water drainage system under the track to get power to the inside of the track for football games and track meets. It isn't a real safe option.
- Archway Lights: This proposal for \$925 would install lights on the archway pointed to the north where there is currently no lights. That would create a safer exit lane.
- We are recommending that the board approve these projects for \$18,625.

With the need to transport students a short distance for transitional programming and job skills, the purchase of a minivan using special education funds would be a prudent and efficient move. This purchase then becomes partially reimbursable as a special education expenditure.

#### Review of Technology Plan

#### **Submitted by Jaxn Kobza, Technology Director** Technology Projects

- E-Rate Network rebuild takes place June 19-23 in Val and Ceresco.
- Scheduling Access Control for doors at HS campus.

#### Miscellaneous

- Waiting for a quote from Kidwell to install an access control system (card readers for doors).
- Cleaning out closets and working on getting an inventory of all technology equipment in the district.
- Getting an electrician to work on some power issues we are having at Val and Ceresco in the data closets.

#### Board Committee Reports

Curriculum & American Civics Committee (Burklund-chair, Lange, Matulka)

Facilities & Transportation Committee (Blanchard-chair, Burklund, Matulka)

Finance Committee (Blanchard-chair, Breitreutz, Burklund)

Negotiations Committee (Blanchard-chair, Benes, Lange)

Policy Committee (Breitreutz-chair, Benes, Lange)

#### Old Business

Discuss and Consider long term facility and educational plans as a result of the failed bond

Long term facility and educational plans as a result of the failed bond were discussed. The Board recognizes the need for further discussion but will wait until fall to schedule a meeting as there is some uncertainty with the new legislation.

#### New Business

Discuss, Consider and Take Necessary Action to Approve Staff Resignations

Motion by Matulka, second by Burklund to approve staff resignations: Scott Shepard, Jr-Sr High School Principal; and Harold Pester, PE/Wrestling Coach. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve Staff Hires

Motion by Burklund, second by Matulka to approve staff hires: Mackenzie Kohunsky, Cheer Sponsor; Garrett Shultz and Kayli Starr, Girls Wrestling Coach-shared; Elizabeth Hanks, Ceresco Custodian; Shelby Dowding, Middle School ELA Teacher; and Maggie Suchy, Paraeducator. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to Approve Interim Secondary Principal (Grades 6-12)

Motion by Matulka, second by Burklund to approve Mark Smith as Interim Secondary Principal (Grades 6-12). RCV 5-0. Motion carried.

Discuss and Consider the review of Board Policies with no changes in series 3000 Business Operations be noted with review date of June 14, 2023

The following policies were reviewed with no changes: 3011 Fund Balance Reporting; 3020 Public Review of Budget; 3030 Transfer of Funds Between Categories; 3040 Budget as Spending Plan-Budgeted Items; 3050 Tuition Fees; 3060 Materials Fees; 3080 Federal Funds; 3090 Sale and Disposal of School Property; 3100 Leasing; 3131A Procurement Plan-Code of Conduct; 3150 Paying for Goods and Services; 3170 Periodic Audit; 3180 System of Accounts; 3190 Inventory of Equipment; 3200 Monies in School Buildings; 3220 Educational Service Units-Designated Representative; 3230 Security; 3240 Risk Management and Safety Committee; 3250 Trespassers; 3410 Safe Driving Record Standard for Drivers, 3410A Driver Certification Form; 3410C Emergency Evacuation Procedures; 3520 Transportation; 3540 Procedures-Bidding Construction Projects; 3550 Rebates to School Personnel; 3560 Records Management and Disposition.

Discuss, Consider and Take Necessary Action to approve multiple policies as amended in series 3000 Business Operations

Motion by Matulka, second by Benes to approve changes to the following policies as presented: 3010 Budget Planning; 3070 Summer School Fees; 3110 Short-Term Investing; 3120 Depository; 3120A Resolution; 3121 Investments; 3130 Purchasing Policies, 3131 Procurement Plan-School Food Authorities; 3132 Internal Controls; 3140 Contracting for Services; 3160 Report of Treasurer; 3210 Bonds; 3231 Video Surveillance; 3410B Basic First Aid Procedures; 3570 Title I Funds; 3571 Meal Charge Policy; 3580 Insufficient Funds. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the changes to the elementary and secondary Student/Guardian Handbooks and Teacher Handbooks.

Motion by Matulka, second by Lange to approve elementary and secondary Student/Guardian Handbooks and Teacher/Staff Handbooks as presented. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve replacing the EPDM roofing at Ceresco

Motion by Matulka, second by Burklund to approve the EPDM roofing project at Ceresco at a cost not to exceed \$186,000.00. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve adding electrical connections to track area and storage shed, and lighting to archway

Motion by Matulka, second by Benes to approve adding an electrical connection to the inside of the track area, electrical to the storage shed at the Jr-Sr High campus; and install accent lights on the back side of the archway for a total cost of \$18,625.00. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the purchase of four Newline Interactive Displays for elementary buildings

Motion by Matulka, second by Lange to approve the purchase of four Newline Interactive Displays for elementary buildings from KCAV at a cost of \$11,580.00. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve the purchase of a water heater for the Jr/Sr High building

The purchase of a water heater at the high school was tabled as it may be able to be repaired.

Discuss, Consider and Take Necessary Action to approve the gate and pass prices for 2023-24 extracurricular events

Motion by Burklund, second by Matulka to keep the gate and pass prices the same as they were in 2022-23 noting that an increase was made to these prices across the Capital Conference. Varsity Events: Adult-\$7, Student-\$5; All other events: Adult-\$5, Student-\$4; Pass Prices: Student-\$40, Family-\$175. RCV 5-0. Motion carried.

Next Regular Board Meeting

The next regular Board of Education meeting will be Wednesday, July 12, 2023.

Adjournment

Motion by Matulka, second by Lange to adjourn the meeting at 7:23 PM. RCV 5-0. Motion carried.

## **Raymond Central Public Schools (District 0161) Board of Education Retreat/Workshop**

Thursday, June 29, 2023 at 3:30 PM

Ceresco Elementary

114 S 3rd Street

Ceresco, Nebraska 68017

### Call to Order and Pledge of Allegiance

President Brad Breitreutz called the workshop to order at 3:30 p.m. All board members were present, including Brad Breitreutz, Bill Lange, Mary Benes, Matt Blanchard, Derek Matulka and Cathy Burklund. Also present were Superintendent Lynn Johnson and principals Steve Rose and Deb Kruse. Marcia Herring, NASB official, joined the meeting at approximately 4:00 p.m.

### Motion to Excuse Board Member's Absence

No motion necessary as all members were present.

### Open Meeting Law

#### Discussion Items

#### Presentation on student performance data

Mr. Rose and Mrs. Kruse presented a variety of student performance data for the board to review. It was noted that our performance results are not consistent with our goals and expectations. The board and the administrators present discussed the strategies that are being put into place to address the concerns and a reasonable timeline to realize improved results.

#### Presentation and discussion on boardsmanship by Marcia Herring, NASB

Marcia Herring presented the results of the self evaluation on board performance that each board member completed prior to the meeting. She emphasized areas of accomplishment as well as areas that merit further attention. The board discussed the accomplishments and areas of growth openly and with the assistance of Ms. Herring identified ways in which to address the areas of growth.

#### Discuss DRAFT board goals for the 2023-24 school year

Ms. Herring had some suggestions on ways that the board can streamline their annual goals while maintaining the integrity of the 2019-2025 District Strategic Goals. Superintendent Lynn Johnson was tasked to work with NASB staff members to bring the board refined goals. The board briefly discussed how the failed bond election impacts the facility goals and the need to have further discussion regarding next steps.

#### Adjournment

The workshop was adjourned at 6:15 p.m.

Financial Statement/Report



**Raymond Central Public Schools**  
**General Fund Comparison to Previous Year**  
**June 2023**

---

	6/1/2023 - 6/30/2023	6/1/2022 - 6/30/2022
Balance - Beginning of Month	\$4,588,392.45	\$4,368,285.58
Receipts	\$486,346.52	\$476,583.14
Interest Earned	\$6,003.43	\$980.02
Disbursements Outstanding Cks	<u>-\$926,533.80</u>	<u>-\$1,000,419.55</u>
Balance - End of Month	\$4,154,208.60	\$3,845,429.19



**Raymond Central Public Schools**  
**Financial Report 6/30/2023**

**GENERAL FUND**

Purpose: Pays day to day expenses for District

Funded by: Local Taxes, State/Fed Reimb. for SPED, State Aid, Title 1, other misc. grants

For RC: Salaries, benefits, educ expenses, technology, building and grounds maintenance, transportation

Cash Balance - June 1, 2023	\$4,588,392.45
June Receipts	\$492,349.95
June Disbursements	<u>-\$926,533.80</u>
Cash Balance - June 30, 2023	\$4,154,208.60

**LUNCH FUND**

Purpose: Pays all expenses for Hot Lunch program including kitchen payroll.

Funded by: Parent/Student/Staff payments for meals and State/Fed Reimb. for meals served.

For RC: Salaries, benefits for HL staff, food, milk, supplies, equipment, repairs associated with HL program.

Note: General Fund can transfer funds into HL account if needed. No transfers out of HL Fund.

Cash Balance - June 1, 2023	\$237,815.23
June Receipts	\$3,331.65
June Disbursements	<u>-\$45,972.34</u>
Cash Balance - June 30, 2023	\$195,174.54

**BUILDING/SINKING FUND**

Purpose: To acquire new sites, improve existing buildings, all new building/construction expenses.

Funded by: Local Taxes, sale of property.

For RC: Previously used for HVAC projects, new propane tank HS, pays property taxes on farmland south of HS.

Would also be used for construction.

Cash Balance - June 1, 2023	\$1,942,188.27
June Receipts	\$21,431.58
June Disbursements	<u>-\$22,921.03</u>
Cash Balance - June 30, 2023	\$1,940,698.82
Certificate of Deposit	<u>\$1,019,742.51</u>
Combined Balance - June 30, 2023	\$2,960,441.33

**HIGH SCHOOL BOND FUND**

Purpose: Pay principal/interest on loans for new construction and additions.

Funded by: Local Taxes through a bond.

For RC: Used to pay interest/principal payts on 2009 HS Bond

Cash Balance - June 1, 2023	\$684,349.56
June Receipts	\$108,952.51
June Disbursements	<u>-\$41,421.25</u>
Cash Balance - June 30, 2023	\$751,880.82

## DEPRECIATION FUND

Purpose: Pays to 'replace' not add. Fixing a roof, replacing a bus, upgrading systems.

Funded by: General Fund (GF) transfers at YE only with specific purpose identified.

For RC: In 8/2022, \$300,000.00 was transferred from the GF budget that was planned but not spent. This transfer was earmarked for truck/bus purchase, technology, safety upgrades and curric. materials.

Cash Balance - June 1, 2023	\$502,824.48
June Receipts	\$873.94
June Disbursements	<u>-\$36,386.64</u>
Cash Balance - June 30, 2023	\$467,311.78
Certificates of Deposit	<u>\$1,229,360.96</u>
Combined Balance - June 30, 2023	\$1,696,672.74

## QUALIFIED CAPITAL PURPOSE UNDERTAKING FUND

Purpose: Pays for removal of environmental hazards (mold, asbestos) and reduction/removal of accessibility barriers in school buildings.

Funded by: Local taxes via tax levy.

For RC: Not used at this time.

Cash Balance - June 1, 2023	\$10,551.20
June Receipts	\$6.27
June Disbursements	<u>\$0.00</u>
Cash Balance - June 30, 2023	\$10,557.47

## EMPLOYEE BENEFIT FUND - UNEMPLOYMENT

Purpose: Part of the General Fund. Can be used to pay unemployment, benefits, early retirement

Funded by: General Fund transfers at YE only with specific purpose identified.

For RC: In 8/2022, \$100,000.00 was transferred from the GF earmarked to pay Admin Benefit costs during the 22-23SY.

Cash Balance - June 1, 2023	\$135,796.71
June Receipts	\$122.66
June Disbursements	<u>\$0.00</u>
Cash Balance - June 30, 2023	\$135,919.37
Certificate of Deposit	<u>\$16,302.60</u>
Combined Balance - June 30, 2023	\$152,221.97

JUNE 2023	Percent of Year Completed		83.00%			
2022-2023 RECEIPTS		M-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D
	2022-2023	RECEIVED	RECEIVED	RECEIVED	% Received	% Received
ACCOUNT	ANTICIPATED	2022-2023	2022-2023	2021-2022	2022-2023	2021-2022
Property Taxes	\$8,135,208.00	\$181,589.43	\$5,960,222.01	\$5,594,227.41	73.26%	72.60%
Motor Vehicle Tax	\$450,000.00	\$40,204.88	\$463,500.64	\$384,051.25	103.00%	85.34%
Public Power Tax (5% Gross)	\$35,000.00	\$0.00	\$38,997.16	\$33,010.75	111.42%	82.53%
Carline Taxes	\$3,000.00	\$0.00	\$2,529.40	\$3,470.26	84.31%	115.68%
Other Tuition	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Interest	\$3,200.00	\$6,003.43	33,888.10	\$2,282.26	1059.00%	22.82%
Local License Fees	\$2,000.00	\$1,160.00	\$2,367.50	\$2,570.00	118.38%	214.17%
Other Local Receipts(Pre-K)	\$12,000.00	\$0.00	9,445.08	\$14,564.28	78.71%	291.29%
Fines & License Fees	\$30,000.00	\$2,415.90	\$29,030.46	\$26,116.27	96.77%	65.29%
ESU Receipts	\$7,000.00	\$0.00	6,552.96	\$8,260.00	93.61%	0.00%
State Aid	\$963,483.00	\$96,351.00	963,483.00	\$845,199.00	100.00%	90.00%
Special Education	\$490,000.00	\$81,850.00	543,323.00	\$442,897.00	110.88%	110.72%
Special Educ. Transportation	\$21,000.00	\$0.00	\$28,489.00	\$0.00	135.66%	0.00%
Homestead Exemption	\$0.00	\$36,823.57	\$152,095.53	\$106,704.03	100.00%	0.00%
High Ability Learners	\$6,000.00	\$0.00	\$5,909.00	\$6,041.00	98.48%	97.11%
Pro-Rate Motor Vehicles	\$18,000.00	\$0.00	\$10,161.35	\$14,554.77	56.45%	97.03%
State Apportionment	\$70,000.00	\$0.00	\$145,873.17	\$105,637.03	208.39%	80.49%
Relief to Property Tax Payers	\$0.00	\$3,428.05	\$416,452.85	\$391,228.74	100.00%	0.00%
Other State Receipts	\$23,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
Personal Property Tax Credit	\$0.00	\$3,988.33	\$158,099.08	\$132,283.34	100.00%	100.00%
Title I Funds	\$27,000.00	\$0.00	\$55,839.00	\$41,010.00	206.81%	91.13%
Title II, Part A ESSA (NCLB)	\$0.00	\$0.00	\$13,642.00	\$14,536.00	100.00%	100.00%
Other Federal Receipts	\$0.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
SPED IDEA Grant	\$123,000.00	\$0.00	\$163,149.00	\$136,984.00	132.64%	136.98%
Private Grants	\$0.00	\$0.00	\$5,601.61	\$5,000.00	100.00%	27.78%
Carl Perkins	\$500.00	\$0.00	\$0.00	\$325.00	0.00%	8.13%
Other Non-Revenue Receipts	\$0.00	\$1,551.17	\$1,777.34	\$17,477.15	100.00%	100.00%
Ag Land Property Credit	\$0.00	\$0.00	115,839.52	\$114,239.86	100.00%	100.00%
ESSER (COVID-19) Funds	\$0.00	\$0.00	\$0.00	\$512,383.00	0.00%	100.00%
Sale of Property	\$3,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
MIPS-Medicaid-Public Schools	\$9,400.00	\$10,794.79	\$34,753.68	\$7,654.25	369.72%	201.43%
TransferOther Fund/ Imprest	\$0.00	\$0.00	\$60.00	\$132,014.58	100.00%	100.00%
Insurance Adjustments	\$0.00	\$0.00	\$9,231.50	\$30,543.06	100.00%	100.00%
<b>TOTAL</b>	<b>\$10,431,791.00</b>	<b>\$466,160.55</b>	<b>\$9,370,312.94</b>	<b>\$9,125,264.29</b>	<b>89.82%</b>	<b>91.46%</b>
2021-2022 DISBUREMENTS		M-T-D	Y-T-D	Y-T-D	Y-T-D	Y-T-D
	2022-2023	DISBURSED	DISBURSED	DISBURSED	% Disbursed	% Disbursed
CATEGORY	BUDGET	2022-2023	2022-2023	2021-2022	2022-2023	2021-2022
Instructional Services	\$5,206,425.00	\$393,176.36	\$3,816,159.69	\$3,195,025.72	73.30%	68.86%
Special Education	\$1,996,647.00	\$172,119.13	1,400,877.42	\$1,202,471.59	70.16%	66.86%
Guidance	\$227,900.00	\$19,753.70	193,681.13	\$150,793.81	84.99%	75.61%
School Health Nurse	\$112,760.00	\$9,179.57	90,606.41	\$61,539.70	80.36%	66.57%
Safety & Security	\$52,151.00	\$0.00	25,535.42	\$26,010.16	48.96%	100.04%
Activities	\$95,020.00	\$4,080.68	\$79,998.81	\$68,650.87	84.19%	122.59%
Media, Audio Visual, Technology	\$710,125.00	\$85,293.81	\$562,546.61	\$500,653.73	79.22%	67.06%
General Admin (Supt/BOE/Legal)	\$428,800.00	\$49,709.17	\$294,228.36	\$283,155.76	68.62%	63.15%
School Administration (Principals)	\$762,100.00	55,117.56	549,793.07	\$475,948.50	72.14%	85.37%
Business	\$322,600.00	12,230.47	119,640.55	\$44,295.55	37.09%	63.80%
Operation of Plant	\$789,500.00	\$63,903.60	538,396.91	\$450,206.86	68.19%	69.85%
Maintenance of Plant	\$517,500.00	\$16,643.80	177,563.61	\$294,669.44	34.31%	53.71%
Pupil Transportation	\$536,549.00	\$14,170.38	249,565.50	\$190,589.11	46.51%	36.55%
Fed. Grants (PreK expenses)	\$129,975.00	\$10,693.56	\$102,113.03	\$143,036.15	78.56%	41.50%
Transfers	\$75,000.00	\$0.00	\$0.00	\$0.00	0.00%	0.00%
<b>TOTAL</b>	<b>\$11,963,042.00</b>	<b>\$906,071.79</b>	<b>\$8,200,706.52</b>	<b>\$7,087,046.95</b>	<b>68.55%</b>	<b>61.50%</b>
Cash Reserves in General Fund	\$1,939,135.00			\$0.00	0.00%	0.00%
<b>TOTAL</b>	<b>\$13,902,177.00</b>		<b>\$8,200,706.52</b>			



**Raymond Central Public Schools  
General Fund Receipts June 2023**

LANCASTER COUNTY TREASURER	
TAXES	49,111.49
MOTOR VEHICLE TAXES	21,922.68
FINES & FEES	1,005.68
HOMESTEAD EXEMPTION	17,815.49
PROPERTY TAX CREDIT	3,428.05
PERSONAL PROPERTY TAX CREDIT	3,988.33
SAUNDERS COUNTY TREASURER	
TAXES	125,569.30
MOTOR VEHICLE TAXES	18,238.10
FINES & FEES	1,330.90
HOMESTEAD EXEMPTION	18,699.32
SEWARD COUNTY TREASURER	
TAXES	6,908.64
MOTOR VEHICLE TAXES	44.10
FINES & FEES	70.83
HOMESTEAD EXEMPTION	308.76
BUTLER COUNTY TREASURER	
FINES & FEES	8.49
STATE OF NEBRASKA	
SPED SCHOOL AGE	81,850.00
STATE AID	96,351.00
MEDICAID DIRECT SERVICE	10,794.79
VILLAGE OF VALPARAISO	
LIQUOR LICENSE FEES	1,160.00
RCPS HOT LUNCH FUND	
JUNE PAYROLL EXPENSES/ADJUSTMENTS	26,189.40
JONES BANK	
GENERAL FUND INTEREST - JUNE	6,003.43
NON REVENUE RECEIPTS	
Insurance Premium Payment MG	1,273.57
Sadoff Iron & Metal - Computer Recycling	90.64
Payroll EFT Return	116.96
Jury Reimb Payment KM	70.00
TOTAL	492,349.95



**Raymond Central Public Schools**  
**Student Activities Fund Balances June 2023**

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Balance</u>
After School Club	2,387.13	0.00	0.00	2,387.13
Annual	15,094.90	0.00	0.00	15,094.90
AP Funds	45,149.69	0.00	0.00	45,149.69
APEX	369.05	0.00	0.00	369.05
ART CLUB	(21.76)	0.00	0.00	(21.76)
Athletics	209,844.44	1,475.00	10,195.96	201,123.48
Band	1,396.05	0.00	0.00	1,396.05
Band Trip	10,669.76	0.00	0.00	10,669.76
Baseball	518.09	0.00	0.00	518.09
Boys BB	3,518.03	60.00	1,625.00	1,953.03
Ceresco Book Fair	0.26	0.00	0.00	0.26
Ceresco Box Tops	439.69	23.20	0.00	462.89
Ceresco Field Trips	2,994.32	0.00	0.00	2,994.32
Ceresco Playground	1,422.76	0.00	0.00	1,422.76
Ceresco Pop	54.47	0.00	0.00	54.47
Cheerleaders	7,611.57	3,128.26	9,101.23	1,638.60
Choir	14,443.76	0.00	0.00	14,443.76
Class 2022	0.00	0.00	0.00	0.00
Class 2023	376.77	0.00	278.85	97.92
Class 2024	(300.35)	0.00	0.00	(300.35)
Class 2025	91.78	0.00	0.00	91.78
Class 2028	2,682.33	0.00	0.00	2,682.33
Class 2029 Field Trip Funds C	723.11	0.00	0.00	723.11
Class 2030 Field Trip Funds C	1,885.16	0.00	0.00	1,885.16
Class 2030 Field Trip Funds V	1,862.95	0.00	0.00	1,862.95
Class 2031 Field Trip Funds C	2,003.66	0.00	0.00	2,003.66
Class 2031 Field Trip Funds V	1,852.33	0.00	0.00	1,852.33
Class 2032 Field Trip Funds C	1,420.87	0.00	0.00	1,420.87
Class 2032 Field Trip Funds V	1,339.63	0.00	0.00	1,339.63
Class 2033 Field Trip Funds C	891.33	0.00	0.00	891.33
Class 2033 Field Trip Funds V	854.36	0.00	55.46	798.90
Class 2035 Cer	83.38	0.00	0.00	83.38
Class 2035 Val	592.96	0.00	0.00	592.96
Class of 2026	205.18	0.00	0.00	205.18
Class of 2027	2,347.98	0.00	0.00	2,347.98
Class of 2028 Field Trips V	326.00	0.00	0.00	326.00
Class of 2029 Field Trip Funds V	843.25	0.00	0.00	843.25
Class of 2034 Ceresco	650.73	0.00	0.00	650.73
Class of 2034 V	387.59	0.00	0.00	387.59
College Access Grant	1,504.41	0.00	18.99	1,485.42
Computer	54.67	0.00	0.00	54.67
Concessions	21,325.57	0.00	0.00	0.00
Cross Country	1,721.56	0.00	0.00	1,721.56
Culinary Snack Cart	1,390.69	0.00	0.00	1,390.69

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Balance</u>
DI	4,614.68	0.00	0.00	4,614.68
Drama Act	2,077.34	0.00	0.00	2,077.34
Drill Team	2,097.00	7.50	4,956.33	(2,851.83)
Elem Fines	555.04	0.00	0.00	555.04
Elem Fundraising	0.00	0.00	0.00	4,260.43
Elem PE	2,167.50	0.00	0.00	2,167.50
Elem Pictures	3,026.72	0.00	0.00	3,026.72
Elem Prof Development	2,028.73	0.00	0.00	2,028.73
Elem Reading Promotion	588.06	0.00	0.00	588.06
Elem Student Council	483.85	0.00	0.00	483.85
FBLA Act	2,174.68	454.80	444.43	2,185.05
FFA Act	18,271.77	100.00	340.61	18,031.16
Fines	2,254.58	0.00	0.00	2,394.58
Football	7,485.88	97.00	0.00	7,582.88
Girls BB	(1,264.76)	526.50	0.00	(738.26)
Golf Activity	1,068.91	0.00	0.00	1,068.91
HAL	59.66	0.00	0.00	59.66
Hot Lunch	347.63	0.00	0.00	347.63
HS Caring Shelves	4,656.02	0.00	0.00	4,656.02
HS Pop	751.62	0.00	107.95	803.53
HS Quiz Bowl	(224.10)	0.00	0.00	(224.10)
JH Boys BB	15.31	0.00	0.00	15.31
JH Football	489.51	0.00	0.00	489.51
JH Girls BB	372.93	0.00	0.00	372.93
JH Speech	1,516.45	0.00	0.00	1,516.45
JH Student Council	1,363.72	0.00	0.00	1,363.72
JH Track	436.01	0.00	0.00	436.01
JH Volleyball	1,015.38	0.00	0.00	1,015.38
JR Achievements	629.57	0.00	0.00	629.57
Kindness Acct	23,681.16	0.00	0.00	19,420.73
Library	2,659.66	0.00	0.00	2,659.66
Life Skills	2.41	0.00	0.00	2.41
Mock Trial	380.96	0.00	0.00	380.96
National Honor Society	649.27	0.00	0.00	649.27
Pre-Kindergarten	5,120.68	0.00	0.00	5,120.68
Professional Development	18,281.24	0.00	705.53	17,575.71
PTO	(0.90)	0.00	0.00	(0.90)
Rain Garden	459.50	0.00	0.00	459.50
RC Backpack	29,967.36	0.00	0.00	29,967.36
RC Blue Crew	17.13	0.00	0.00	17.13
RC Concessions	3,039.48	11,200.00	11,149.44	24,415.61
RC Foundation	2,261.16	389.94	2,627.10	24.00
RC PACTS	(62.65)	0.00	0.00	0.00
Restitution	140.00	0.00	0.00	0.00
SADD	61.17	0.00	0.00	0.00
Score Vision	8,401.64	0.00	0.00	8,401.64
Service Fees (Activity Acct)	4,448.82	736.78	43.51	1,864.61

<u>Activity Name</u>	<u>Beginning Balance</u>	<u>Revenues</u>	<u>Expenses</u>	<u>Balance</u>
Social Justice	194.12	0.00	0.00	194.12
Softball	6,798.32	467.06	650.00	6,615.38
Spanish Club	1,654.38	0.00	0.00	1,654.38
Speech	8,439.56	896.16	1,060.18	8,275.54
Spring Musical	482.27	0.00	0.00	3,758.27
Staff Inservice	854.92	0.00	0.00	854.92
'Stang Gang Student Section	(0.01)	0.00	0.00	(0.01)
Student Council	6,219.04	0.00	0.00	6,219.04
Student Pop	1,276.97	0.00	0.00	1,276.97
Testing	3,915.23	0.00	0.00	3,915.23
TFK - Ceresco	347.92	0.00	0.00	347.92
TFK - Valparaiso	2,127.82	0.00	0.00	2,127.82
Tonettes	159.86	0.00	0.00	0.00
Track	1,201.20	0.00	0.00	1,201.20
Val Book Fair	10,293.23	0.00	0.00	10,293.23
Val Box Tops	3,343.13	0.00	0.00	3,343.13
Val Field Trips	6,022.24	0.00	0.00	6,022.24
Val In-Service	1,815.96	0.00	0.00	1,815.96
Val Movie Night	3,310.84	0.00	0.00	3,310.84
Val Office Book Fund	944.12	0.00	0.00	944.12
Val Pop	1,105.00	0.00	0.00	1,105.00
VolleyBall	7,411.26	0.00	0.00	7,411.26
Washington DC Trip	870.42	0.00	870.42	0.00
Weight Room	4,000.00	0.00	0.00	4,000.00
Wrestling	463.08	1,530.00	1,845.00	148.08



**Raymond Central Public Schools**  
**Student Fees Fund Balances June 2023**

<b><u>Activity Name</u></b>	<b><u>Beginning Balance</u></b>	<b><u>Receipts</u></b>	<b><u>Expenses</u></b>	<b><u>Balance</u></b>
Activity Pass	160.00	0.00	0.00	160.00
Service Fees (Student Fees)	625.42	14.38	47.92	591.88
Ag-Ed Labs	2,002.72	0.00	0.00	2,002.72
Art Class	1,161.51	0.00	114.08	1,047.43
Band Dry Cleaning	0.00	0.00	0.00	0.00
Chromebooks	1,592.10	20.00	0.00	1,612.10
Computer Science	327.97	0.00	0.00	327.97
Drama	461.64	0.00	0.00	461.64
FBLA	252.09	0.00	0.00	252.09
Foods Class	2,617.00	0.00	0.00	2,617.00
Skills USA	1,510.00	0.00	0.00	1,510.00
Speech	50.00	50.00	0.00	100.00
Sports Fees	11,045.22	0.00	0.00	11,045.22
Tech Ed	1,444.05	0.00	0.00	1,444.05

Monthly Bills



# Raymond Central Public Schools

## Bills Paid June 2023

### General Fund - Report of Bills Paid June 2023

	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1	6/20/23	RCPS Dist 161	June 2023 Payroll	676,524.97
2	6/12/23	KS StateBank	Yrly Pymt 2/3 Lab&Classroom Comput HS	37,049.00 *
3	6/12/23	Educational Service Unit #2	Indepen. School 4th quarter 22-23	22,825.28
4	6/12/23	Educational Service Unit #2	SPED 4th Quarter 22-23	20,823.94
5	6/12/23	Open-Up Resources	Reading Curr Grades 6+, 3/3 payts	12,497.00
6	6/12/23	Jones Bank	Comp. Lease Purchase FINAL Pymt 6/15/23	12,057.10
7	6/27/23	SAVVAS Learning Company	Math Consumables for Val / Cer	10,171.44
8	6/14/23	Thrivent Financial FBO Lynn Johnson	Supt Tax Free IRA Contrib 22-23SY	10,000.00
9	6/14/23	Norris Public Power	Electricity HS	9,755.80
10	6/15/23	Saunders County Clerk	RCPS Fee- 2023 Bond Election	7,563.38
11	6/27/23	Foundations Occupational Therapy	SPED Services OT 4th quarter	6,300.20
12	6/15/23	Voss Lighting	Lightbulbs	5,175.00
13	6/12/23	Ralston Public School	4th Quarter Services- Hearing Impaired	3,379.36
14	6/27/23	Institute for Multi Sensory Education	Orton Gillingham Rdg Student Kits C/V	3,360.00
15	6/14/23	Computer Hardware	MBP for Elm art	3,268.95
16	6/27/23	Voss Lighting	Lightbulbs LED	3,229.68
17	6/14/23	Home Depot Pro	Custodial /Maintenc. Supplies	2,945.87
18	6/14/23	Turn It In	Turnitin -Plagiarism Detection	2,540.00
19	6/27/23	Omaha Public Power Dist	Electricity C	2,453.70
20	6/14/23	JourneyEd.com. Inc.	Adobe Licenses Students/Staff	2,450.00
21	6/14/23	Butler Public Power District	Electricity V	2,432.59
22	6/14/23	Grunwald Mechanical Contractors	HS Boiler Service Call/Repairs	2,328.36
23	6/14/23	Computer Hardware	Computer to run CAD software HS/ Case	2,064.54
24	6/14/23	PowerSchool Group LLC	Applicant Tracking Annual Fee	1,757.00
25	6/14/23	Omaha World-Herald	Publications	1,700.00
26	6/14/23	School Specialty Supply	Art Supplies C,V	1,573.68
27	6/20/23	US Bank	SPED Supplies HS	1,521.95
28	6/14/23	CDW Government	Monitors for Journalism	1,442.70
29	6/14/23	KSB School Law PC LLO	Legal Service	1,390.31
30	6/27/23	Brooke L. Cheleen	May 2023 SPED Physical Therapy	1,350.06
31	6/14/23	MCS	Custodial Supplies, all Locations	1,344.54
32	6/14/23	Shepard, Scott	Reimb Mileage	1,280.53
33	6/15/23	Wahoo-Wav.-Ashl. News	Publications	1,101.56
34	6/14/23	Perry Guthery Haase & Gessford	Legal Services	1,056.00
35	6/14/23	Educational Service Unit #2	LETRS Reading Training HS	998.00
36	6/14/23	Liberty Lawn & Landscape	Lawn treatment HS,C	915.00
37	6/14/23	Scott Tvrdy	April Mowing C, V	800.00
38	6/15/23	A-1 Flags Poles & Repair	Flags V, Repair HS	771.00
39	6/14/23	Lou`s Sporting Goods	JrHS FB Helmets	760.19
40	6/15/23	Electronic Contracting Company	Inspection and Assessment at Val	750.00
41	6/20/23	US Bank	6th Grade Supplies for 2023-24 School Ye	718.90
42	6/27/23	Grunwald Mechanical Contractors	HS Water Heater Service Call	708.60
43	6/14/23	Teaching Strategies LLC	Early Childhood Assessment Tool	708.40
44	6/14/23	Farmers Cooperative	Propane C	699.47
45	6/20/23	US Bank	PreK 4 Supplies 23/24	665.52
46	6/20/23	US Bank	Science supplies for 23/24	653.01
47	6/15/23	Waste Connections Co	Garbage HS, V	652.27
48	6/14/23	Comforttechs	Cooling Repairs HS Office	575.00

<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>	
49	6/14/23	Ron's Rolloffs Inc.	Dumpster/Dump Fees HS	564.75
50	6/15/23	Windstream	Phone HS, Fax	558.30
51	6/15/23	TK Elevator Corporation	Elevator Service ,V&HS 6/23 - 8/23	550.02
52	6/14/23	Lou's Sporting Goods	Baseball Equipment	525.48
53	6/15/23	Village Of Ceresco	Utilities C	513.77
54	6/27/23	Home Depot Pro	Custodial /Maintenc. Supplies	510.72
55	6/14/23	Institute for Multi Sensory Education	Orton Gillingham Student Rdg Kits C,V	504.00
56	6/27/23	School Specialty Supply	1st Grade Val supplies for 2023-24	499.05
57	6/20/23	US Bank	English Supplies	481.64
58	6/27/23	NE Public Health Environmental Lab	Water Testing HS	481.00
59	6/27/23	School Specialty	Classroom Supplies 4th, C	469.86
60	6/27/23	Electronic Contracting Company	Service Call C	450.00
61	6/15/23	Morgan, Loreen	Reimbursement for STEM purchases C,V	449.83
62	6/15/23	Whitehead Oil Co	DEF/Fuel (Formerly Nelson Oil@Val)	411.52
63	6/20/23	US Bank	Library Floor Chairs- V,/C RCEF Wishlist	400.00
64	6/27/23	Green's Furnace & Plumbing	AC Service Call - C	397.00
65	6/14/23	Nebraska Assn of School Boards	Lynn & Cathy to Law Conference	350.00
66	6/14/23	Lou's Sporting Goods	Speedflex Helmet Kit	348.97
67	6/14/23	National Time & Signal	Wall Clock C	334.97
68	6/20/23	US Bank	3rd grade classroom supplies C	331.50
69	6/14/23	Always a Friendly Hand, Inc	Sign Lang Interpreter-Mtgs with Parent	327.64
70	6/14/23	School Health Corp	Health Office Supplies All Locations	318.00
71	6/14/23	Oak Valley Lumber Co	Building Maint Supplies	314.36
72	6/14/23	School Specialty	Supplies 2nd grade - C	311.14
73	6/14/23	A-1 Flags Poles & Repair	Flags HS,V,C	298.21
74	6/15/23	Village Of Valparaiso	Utilities V	286.67
75	6/14/23	Nebraska Safety Center	Class CDL - MS	270.00
76	6/20/23	US Bank	Cables for projectors & case for laptop	254.85
77	6/14/23	School Specialty	Computer Lab Headphones C	247.04
78	6/12/23	Pine Cove Consulting	Cables	241.40
79	6/15/23	William V. MacGill & Co	AED replacement pads	240.22
80	6/15/23	William V. MacGill & Co	Health Office Supplies	239.57
81	6/20/23	US Bank	Guidance Supplies C/V	223.13
82	6/14/23	Lous sporting goods	JrHS FB Footballs,Mouthpieces,Equip Bags	217.51
83	6/14/23	Donald R. Prentice	Extermination Service	205.00
84	6/27/23	Donald R. Prentice	Extermination Service	205.00
85	6/14/23	Paul L. Kess Inc.	Ceiling Tiles V, C	204.00
86	6/12/23	NCSA	HR Workshop, pb&cr	200.00
87	6/27/23	Follett Content Solutions	Book Order HS Library	195.93
88	6/14/23	Eakes Office Solutions	Supplies Rdg Room V	179.94
89	6/14/23	Jackson Services Inc.	Mats/Mops	179.30
90	6/14/23	Company Care	Drug Testing Serv/PH Drug Test	179.00
91	6/6/23	Kim Foundation NE Mental Training	NMHSC Registration Elem Guidance	175.00
92	6/14/23	Really Good Stuff Inc.	Classroom Supplies K-Val	174.73
93	6/14/23	Menards Lincoln	Custodial Supplies C	168.74
94	6/20/23	US Bank	Classroom Supplies 23/24 5th C	160.52
95	6/15/23	Crowne Plaza	Hotel Fee Conference Kearney	159.95
96	6/14/23	Pitney Bowes Global (Lease)	Postage Machine HS Lease	159.57
97	6/14/23	Flinn Science	Science supplies for 2023-2024	153.42
98	6/20/23	US Bank	23-24 School Supplies 4th Grade V	149.64
99	6/27/23	Educational Service Unit #2	Orton-Gillingham Reading Rm Training - C	125.00
100	6/14/23	Interstate All Battery Center	Batteries for New EXIT Signs	124.20
101	6/20/23	US Bank	8 background checks	124.00
102	6/20/23	US Bank	Graduation Supplies	120.59
103	6/20/23	US Bank	SSH Management Software Switches C,V	120.00

<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
104 6/20/23	US Bank	5th Grade Supplies 23/24 V	117.96
105 6/14/23	Super C	Title 1 Year End Family Gathering C/V	116.00
106 6/14/23	Johnstone Supply	Building Maint Supplies C	111.58
107 6/14/23	Awards Unlimited Inc	Retirement Plaques	102.50
108 6/27/23	UNK Academic Advising&Career Dev	UNK Fall Career Registration	100.00
109 6/14/23	Coufal, Amanda	Reimb Mileage May	99.56
110 6/14/23	Matheson Tri-Gas Inc.	Welding Tank Rental	97.46
111 6/20/23	US Bank	Graduation Supplies	95.43
112 6/27/23	Johnstone Supply	Building Maint Supplies HS	91.20
113 6/27/23	Electronic Contracting Company	Quarterly Monitoring Fee- Alarms HS	87.00
114 6/14/23	Electronic Contracting Company	Monitoring Fee 3rd quarter - Alarms C	81.00
115 6/14/23	School Specialty	6th Grade Supplies	77.99
116 6/15/23	A-1 Flags Poles & Repair	Flags V, Repair HS	70.00
117 6/20/23	US Bank	Assorted Office supplies Tech Director	66.69
118 6/20/23	US Bank	Spanish Classroom Supplies	56.97
119 6/20/23	US Bank	3rd Grade Supplies C	53.97
120 6/14/23	Illinois Tollway	Illinois Toll - Student Quiz Bowl	52.60
121 6/14/23	ASI	Payflex Admin Fees	50.00
122 6/27/23	NCSA	Legislative Legal Implications Workshop	50.00
123 6/20/23	US Bank	Office Supplies V	49.72
124 6/27/23	Donald R. Prentice	Extermination Service- Ants C	45.00
125 6/14/23	Nebraska/Central Equipment Inc.	Bus Supplies/Parts for Maint.	41.63
126 6/27/23	Staples Advantage	Address Labels HS Office	36.27
127 6/20/23	US Bank	HS Office Supplies	36.21
128 6/14/23	Dietze Music	Instrument Repair	30.92
129 6/20/23	US Bank	Science Supplies HS	25.00
130 6/20/23	US Bank	Registration New Passenger Van	17.00
131 6/14/23	Follett School Solutions Inc.Software	Golden Sower Book Order C Library	16.67
132 6/14/23	Shanahan, Lindsay	Mileage Reimb	11.79
133 6/20/23	US Bank	Quiz Bowl Road Toll	3.00
134 6/8/23	RevTrak	Revtrak Fees 6/23	2.17

\* Balance Remaining: \$ 37,049.00

3rd/Last Payt: 7/2024

**Depreciation Fund - Report of Bills Paid June 2023**

<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1 5/24/23	Harris Decal	RC Decals New Passenger Van	269.56
2 6/7/23	Kidwell	50% Downpayt Access Door Controls HS	35,113.50
3 6/15/23	Sid Dillon Ford Inc.	Box Steps Install-2022Ford Truck	1,003.58

**Hot Lunch Fund - Report of Bills Paid June 2023**

	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1	6/20/23	RCPS Dist 161	Hot Lunch Staff June Payroll	26,189.40
2	6/15/23	Cash-Wa Distributing	Food	10,788.78
3	6/15/23	Sysco Lincoln	Food	4,055.79
4	6/15/23	Hiland Dairy	Milk	2,322.20
5	6/22/23	Lahm, Brenda	Hot Lunch Refunds: Asher, Josie, Morgan	777.55
6	6/28/23	RevTrak	Revtrak Fees 6/23	411.33
7	6/27/23	Green's Furnace & Plumbing	AC Service Calls - C Kitchen	390.00
8	6/15/23	MCS	Supplies -Kitchens	356.09
9	6/15/23	A 1st Rate Pumping & Potty	Disposal/Grease Trap Clean Out HS Kitch.	286.00
10	6/15/23	Jackson Services Inc.	Kitchen Linens	119.47
11	6/15/23	Patty Hudson	Reimb.Snacks PreK	85.38
12	6/22/23	Fred, Spale	Hot Lunch Acct Refund	56.20
13	6/22/23	Thaller, Kathy	Hot Lunch Refund - Jace	39.15
14	6/22/23	Jackson, Laura	Hot Lunch Refund - Danny	36.80
15	6/22/23	Stover, Melanie	Hot Lunch Refund - Rylan	18.15
16	6/22/23	Bohac, Heather	Hot Lunch Acct Refund	11.80
17	6/22/23	Barr, Nikki	Hot Lunch Refund - Armin	10.75
18	6/22/23	Gyhra, Laura	Hot Lunch Refund - Beau	8.05
19	6/22/23	Lingard, Jill	Hot Lunch Refund-Barrett Walahoski	6.10
20	6/22/23	Benes, Mary	Hot Lunch Refund - Gabe	3.35

**High School Bond Fund - Report of Bills Paid June 2023**

	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1	6/1/23	BOK Financial	Bond Payment 6/15/2023 Interest only	23,386.25 **
2	6/1/23	BOK Financial	Bond Payment 6/15/2023 Interest only	18,035.00 ***
				** Balance Remaining: \$2,784,119.50
				Last Payt: 12/2029
				*** Balance Remaining: \$2,190,972.50
				Last Payt: 12/2030

**Building/Sinking Fund - Report of Bills Paid June 2023**

	<u>Check Date</u>	<u>Vendor Name</u>	<u>Description</u>	<u>Amount</u>
1	5/22/23	Revolution Wraps	HS Entrance Door One Way Covering	2,534.53
2	6/15/23	Wolfe Construction Inc.	Hail Damage Repair HS Sheds/Outbuildings	20,386.50



**Raymond Central Public Schools**  
**Student Activities Fund Checks June 2023**

<u>Activity Name</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
RC Concessions	06/28/2023	Bolton, Kenny	Pizza Oven- Concessions Stand	10,700.00
Cheerleaders	06/26/2023	Varsity Spirit Fashion Attn: AR	Cheerleaders	9,101.23
Drill Team	06/13/2023	Varsity Spirit Fashion Attn: AR	Apparel	2,615.20
Athletics	06/13/2023	School Health Corp	Athletics	2,409.84
Drill Team	06/15/2023	Graham, Allie	Drill Team -Activities Fund	2,115.00
Athletics	06/26/2023	NE School Activities Assn	NSAA Membership/registration	2,060.00
Athletics	06/28/2023	Leitschuck, Gavyn	1st 1/2 summer weights program	1,750.00
Speech	06/20/2023	US Bank	NIETOC 2023 expenditures	1,060.18
Athletics	06/13/2023	Nebraska Coaches Association	NCA Registration for JH/HS	1,000.00
Boys BB	06/26/2023	Rivalry	Shirts	900.00
Washington DC Student Trip	06/06/2023	Mike Henderson	DC Trip funds dispursed to students	870.42
Athletics	06/15/2023	NCC @ Logan View	Capital Conference participation	735.00
Wrestling	06/22/2023	Bates, James	Wilber Wrestling Camp	660.00
Softball	06/13/2023	Millard South HS	Millard South Softball Camp	650.00
Wrestling	06/13/2023	Jelinek, Tonia	ISI Camp Refund	650.00
Athletics	06/20/2023	US Bank	Athletics/activities banquet supplies	574.94
Boys BB	06/06/2023	Concordia University	Camp	525.00
RC Foundation	06/20/2023	US Bank	Teacher Wishlist	504.00
RC Concessions	06/15/2023	Sysco Lincoln	RC Concessions	449.44
RC Foundation	06/20/2023	US Bank	Spanish Books Teacher Wishlist	394.80
RC Foundation	06/20/2023	US Bank	Playground cart/balls Teacher Wishlist	359.94
FBLA Act	06/20/2023	US Bank	Bulk Candy- Parade	324.97
RC Foundation	06/20/2023	US Bank	Teacher Wishlist	309.99
RC Foundation	06/20/2023	US Bank	Spanish Books Teacher Wishlist	302.09
Wrestling	06/13/2023	Hergott, Jake	Wrestling Camp Clinician	300.00
Class 2023	06/20/2023	US Bank	roses for seniors	278.85
RC Foundation	06/20/2023	US Bank	Spanish Books Teacher Wishlist	255.00
Athletics	06/13/2023	Awards Unlimited Inc	Coach years of service awards.	250.00
Athletics	06/26/2023	VABA	Field Grooming for baseball	250.00
RC Foundation	06/13/2023	Flinn Science	Giant Periodic Table Poster Teacher W	242.00
Professional Development	06/20/2023	US Bank	Professional Development	236.10
FFA Act	06/26/2023	Donahue, Katie	Reimb. FFA Act	203.90
Athletics	06/20/2023	US Bank	Storage for athletics	203.35
Professional Development	06/13/2023	Raymono`s Pizza	Professional Development	203.00
Boys BB	06/22/2023	Lincoln Lutheran Boys Basketball	Team camp	200.00
RC Foundation	06/20/2023	US Bank	Bungee Chairs Teacher Wishlist	179.33
Athletics	06/20/2023	US Bank	Volleyball tickets - Husker vb	175.00
Drill Team	06/13/2023	Dancewares	Jazz Shoes	153.60
Athletics	06/06/2023	Norris High School	Norris Middle School Wr. Invite	150.00
Wrestling	06/13/2023	Burt, Dan	Wrestling Camp Refund	140.00
FFA Act	06/20/2023	US Bank	Robert's Rules of Order	136.71
Professional Development	06/20/2023	US Bank	Supplies for teacher appreciation	131.89
Athletics	06/28/2023	Nebraska Coaches Association	NCA Registration: Staroscik	130.00
FBLA Act	06/13/2023	Perch Merch LLC	Banner for FBLA	119.46
Athletics	06/20/2023	US Bank	Athletics	112.47

<u>Activity Name</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Combined Field Trip\$ Elems	06/13/2023	Super C	Pizza- Family Reading Party	100.00
Wrestling	06/13/2023	Coufal, Matt	Malcolm Wrestling Camp	95.00
Professional Development	06/20/2023	US Bank	Professional Development	85.09
RC Foundation	06/20/2023	US Bank	Teacher Wishlist	79.95
Athletics	06/13/2023	Starr, Kayli	Reimb. for NCA Registration -	75.00
Athletics	06/14/2023	Otte Oil & Propane Inc.	Athletics	71.04
Athletics	06/20/2023	US Bank	Athletics/activities banquet supplies	65.20
HS Pop	06/20/2023	US Bank	Supplies for Coach Spale retirement	62.39
Athletics	06/20/2023	US Bank	banquet food	59.99
Drill Team	06/20/2023	US Bank	State Music	59.95
Class of 2033 Val	06/20/2023	US Bank	Field Trip Supplies	55.46
Athletics	06/13/2023	Semler, Shawn	Reimb. for NCA Registration -	50.00
Athletics	06/13/2023	Mumm, Monte	Reimb. for NCA Registration -	50.00
Professional Development	06/20/2023	US Bank	Professional Development	49.45
Service Fees (Activity Acct)	06/28/2023	RevTrak	Service Fees (Activity Acct)	43.51
HS Pop	06/13/2023	Oldfield, Torie	Cake for Fred Spale retirement	32.88
Athletics	06/20/2023	US Bank	banquet supplies	24.13
College Access Grant	06/20/2023	US Bank	Graduation Cards	18.99
HS Pop	06/13/2023	Oldfield, Torie	Supplies for Fred Spale retirement	12.68
Drill Team	06/20/2023	US Bank	ice pops. 3 boxes @6.29 each	12.58



**Raymond Central Public Schools**  
**Student Fees Fund Checks June 2023**

<u>Activity Name</u>	<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
Art Class Stud. Fees	06/14/2023	Glaser Ceramics Inc	Clear Gloss-gal	57.00
Art Class Stud. Fees	06/20/2023	US Bank	HS Student Art Supplies	57.00
Service Fees (Student Fees)	06/08/2023	RevTrak	Service Fees (Student Fees)	47.92
Band Repair/Rental Stud. Fee	06/14/2023	Dietze Music	Band Repair/Rental Stud. Fee	34.08

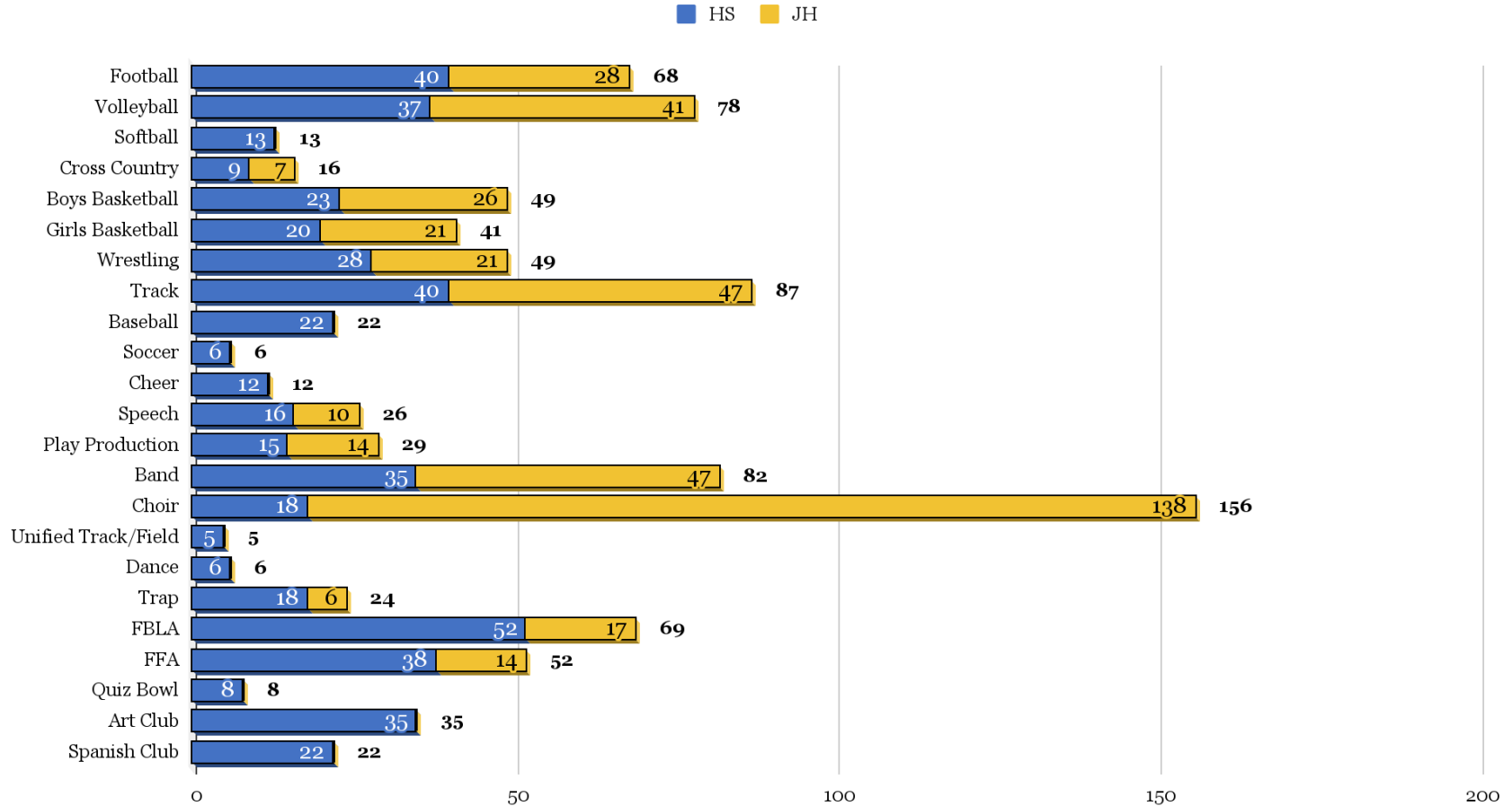
Public Forum  
Reports  
Student Participation Report

Tony Kobza presented student participation numbers from the 2022-2023 school year.

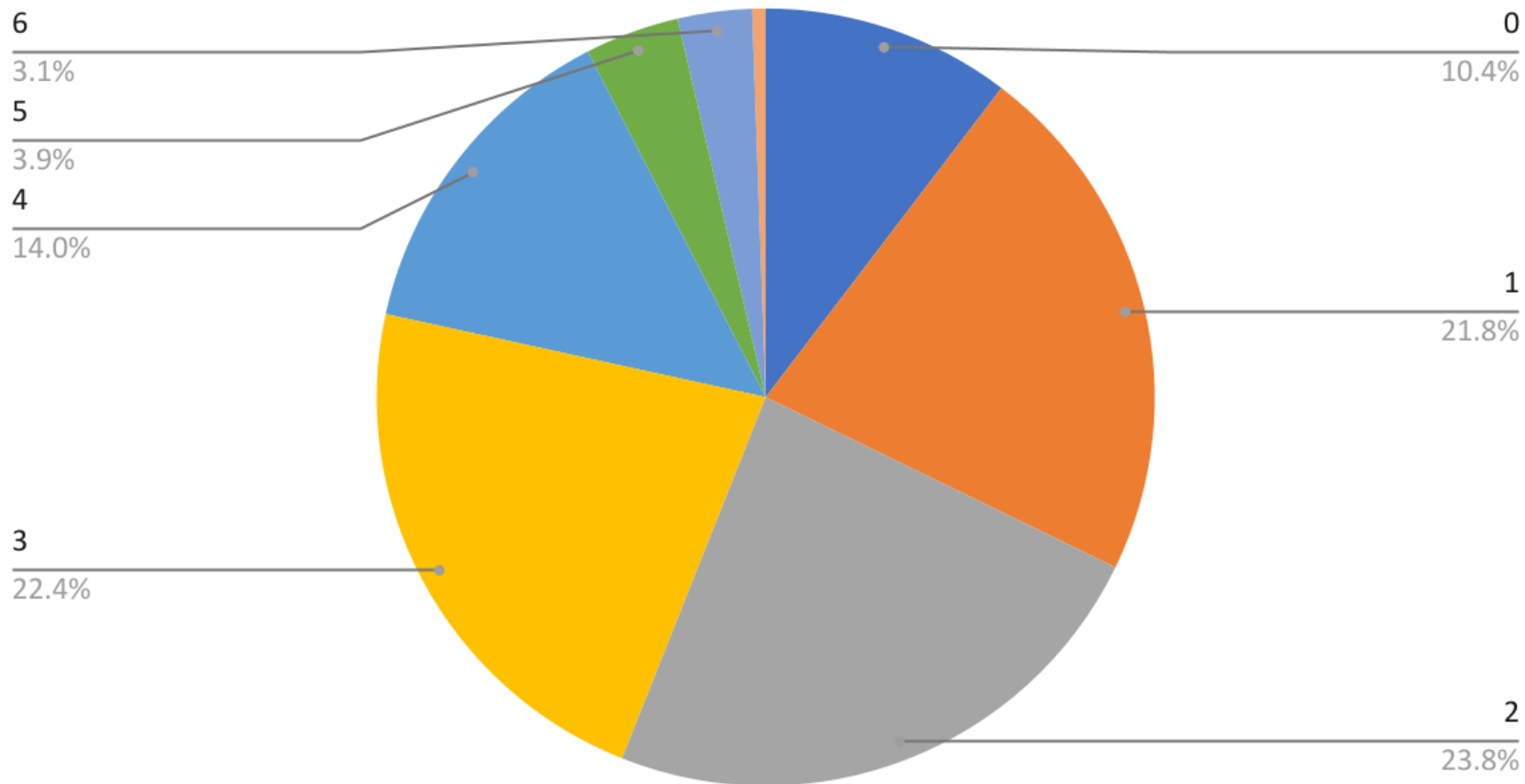
# 2022-2023 Student Participation

A dark blue diagonal graphic that starts from the bottom left corner and extends towards the top right corner, creating a triangular shape in the lower half of the page.

# Raymond Central Participation Numbers by Activity

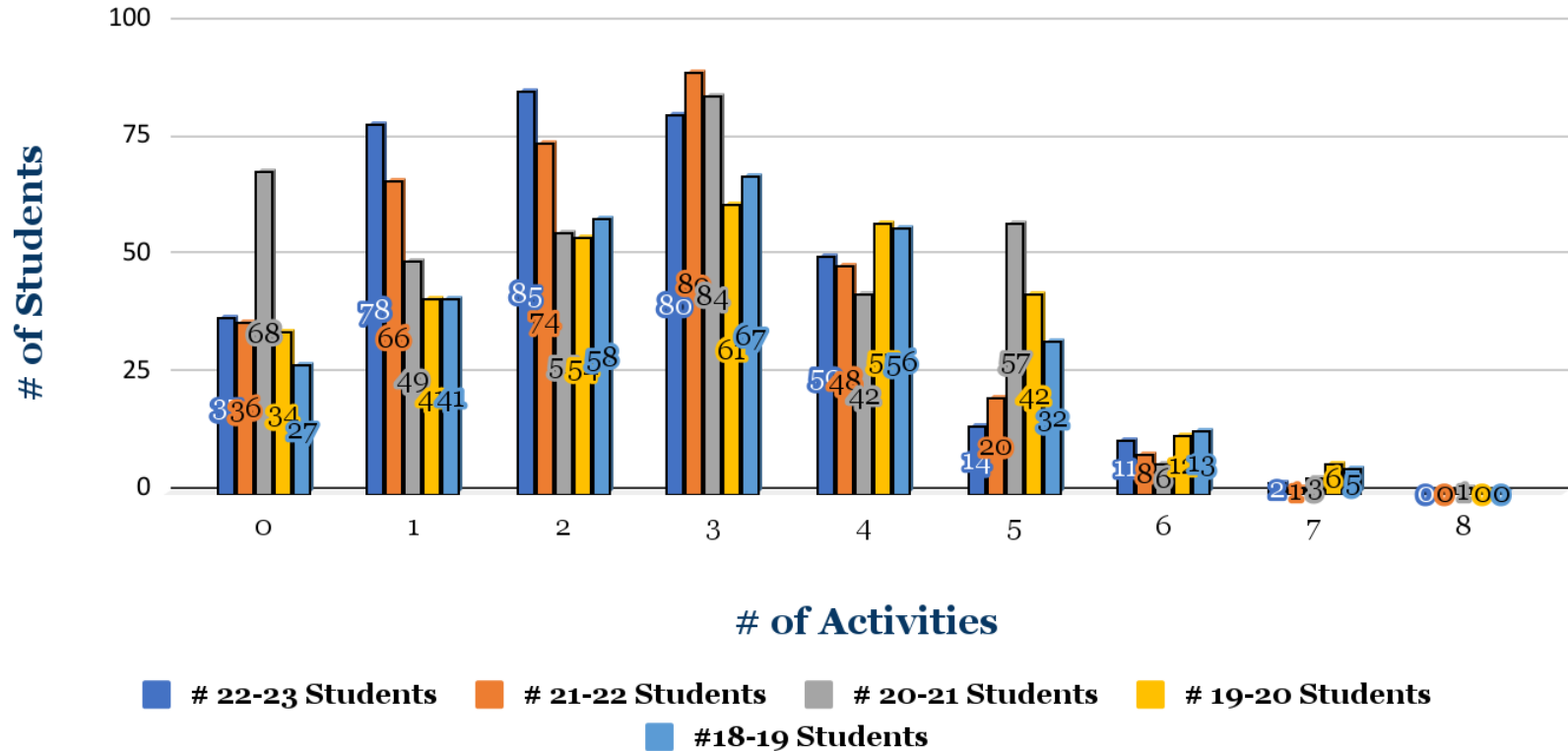


# Activities by Percentage

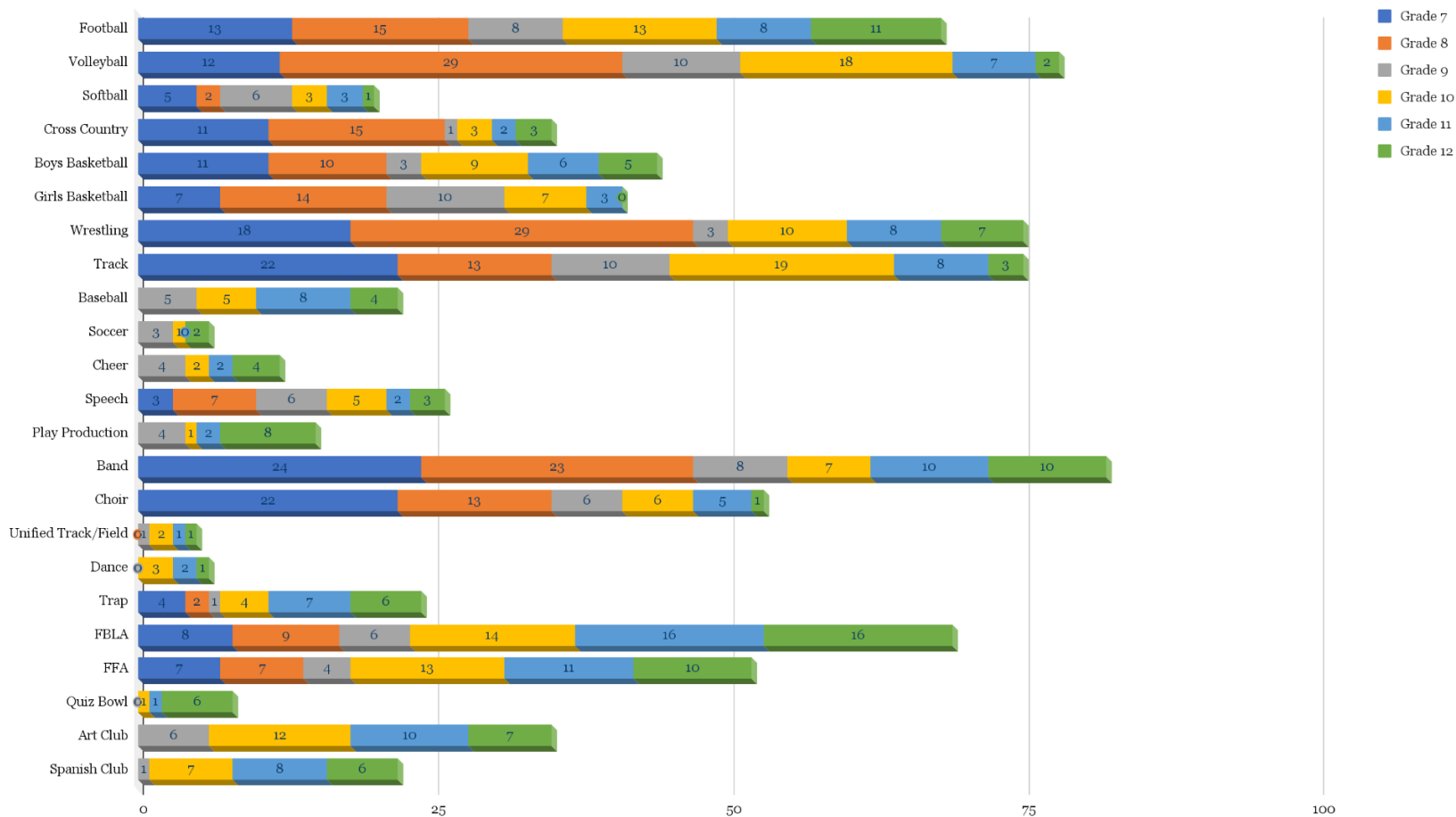


# Raymond Central Students Grades 7-12

## # of Activities Participated in



## Raymond Central Number of Participants by Activity (By Class)



# Summary

## Positives:

- 90% of students are involved
- Large 8th grade class is very involved
- 77 students are involved in at least 4 activities, meaning there is crossover between Activities, Athletics and Fine Arts
- Increased involvement is directly connected to increased academic success

## Growth Opportunities:

- 9th Grade Boys had low participation numbers in general
- Junior High involvement does not always translate into High School involvement
- 37 students were not involved in an activity, finding opportunities for all students to participate in will increase school pride

## Superintendent's Report

Budget Planning & Workshop - the budget should be in good enough shape that the Finance Committee can meet on August 10 and then again on August 16 if necessary.

Board Budget Workshop - Wednesday, August 30 at 4:30 p.m. for the three members that are not on the Finance Committee and then a Special Board meeting at 6:00 p.m. for patrons.

NASB Area Membership Meeting will be September 20 at Fremont.

Superintendent Johnson gave a quarterly update with progress on her Superintendent Goals.

## NASB Monthly Update



## Monthly Update for your Board Meeting Agenda

### July 2023

Networking & Events  
Latest 'Board Notes' – Monthly Newsletter  
Annual Board Calendar Summary  
Government Relations & Advocacy  
This Month In ...  
Monthly Agenda Video Updates & NASB's Video Resources  
Contact Us



### Networking & Events ... Register Now

<https://members.nasbonline.org/events>

(www.NASBonline.org – Events)

*All Dates & Locations Tentative & Subject to Change*

#### **ALICAP Summer Safety Workshops - July 10 in Gering. July 11 in Kearney. July 12 in Lincoln**

- This free workshop offers a great opportunity for school administrators and central office staff to get the latest information from: Megan Boldt, Director of ALICAP; Sheri Shonka, Coverage Expert at Public Risk Management; and Jay Martin, the new Safety Director at NDE. The registration desk opens at 9:30 AM and the workshop will adjourn by 2:30 PM. Lunch will be provided. Register by Wednesday, July 5.
- <https://members.nasbonline.org/events/alicap-summer-workshop>

#### **Area Membership Meetings – Vision: Engaged**

- Join us as we tour the state for training, recognition, networking, engagement and more. Vision and training session topics include: “Vision: Engaged - A Preview of the 2023 NASB Delegate Assembly, Program Review, and the Open Meetings Law.” “This Year, Everything but the Kitchen Sink (a policy overview).” “Effectively Engaging Your Community.” “Board Governance Essentials.” “Christmas Came Early: A look at the presents & coal the Legislature left us this year.” “ALICAP’s School Safety Pooling.” and “It’s That Time of Year! Time for the annual superintendent evaluation.”
- <https://members.nasbonline.org/events/area-membership-meetings>
  - August 22 - Valentine
  - August 23 - Gering
  - August 24 - York
  - August 29 – North Platte
  - September 6 - Norfolk
  - September 13 - Kearney
  - September 19 - La Vista
  - September 20 - Fremont
  - September 27 - Nebraska City

**Labor Relations Conference – October 4-5 - Lincoln**

**New Board Member Workshop – November 1 - Kearney**

**State Education Conference – November 15-17 - CHI Health Center, Omaha**



## **Latest 'Board Notes' – Monthly Newsletter**

<https://members.nasbonline.org/news-resources/board-notes-newsletter>

([www.NASBonline.org](http://www.NASBonline.org) - News & Resources - Board Notes)

- *June events See Leadership, Networking, Live music and Long Drives!*
- *At The Board Table*
- *A Summer Road Trip with your NASB Board ...*
- *"... The More Places You'll Go"*
- *We Care for Kids*
- *Vision: Engaged*
- *NPLF Student Scholarship Program – Donate Today!*
- *Your 2023 NASB Affiliates*
- *This Month In ... And Much More*



## **"Annual Board Calendar Summary"**

View the full detailed calendar at:

<https://members.nasbonline.org/board-leadership/resources>

([www.NASBonline.org](http://www.NASBonline.org) – Board Leadership – Resources)

### **July Board Agenda Items**

In addition to routine agenda items, time sensitive topics include:

- Policy Review
  - General policy review
  - Student Fees Policy on or before August 1 § 79-2,134;
  - Student Conduct on or before August 1 § 79-262;
- Student Accountability
  - Apply for Distance Education Incentives. On or before August 1 (through 2023) § 79-1337;
  - Students receiving instruction in another district; contracts authorized. On or before Aug 15 per § 79-598;
- Budget
  - Conduct a Public Hearing on the Proposed Budget Statement. § 13-506;
  - Budget Authority and Allowable Reserve Percentage Certification § 79-1023;
- Board-Superintendent Relations
  - Superintendent Transparency Act. On or before August 1, file with NDE a copy of the approved contract or amendments for superintendent/ESU administrator services. § 79-2403;
- Advocacy – Deadline for Legislative Proposals: July 1, 2023

- Board Leadership Development – Review NASB Board Awards of Achievement Points on or before July 31  
\*\*Review the full July Agenda on page 28 of the 2023 NASB Board Meeting Guide & Annual Board Calendar.

### **Board Retreat**

To support our members who did not have the opportunity to participate in the New Board Member Workshops consider a Board Retreat to engage with your newly elected board members as they continue to transition into their new role. Please contact Marcia Herring, NASB Director of Board Leadership at [mherring@NASBonline.org](mailto:mherring@NASBonline.org) or 402-817-0296 to schedule a board retreat or private sessions through Microsoft Teams to review the board role and responsibilities.

### **Upcoming NASB Board Leadership Events**

*Board President Circle Teams Meeting* – Please mark your calendar for Tuesday, August 8 for the Board President Circle Teams Meeting. We have three options available and look forward to connecting with you!

*Option I – 12:00 PM CT      Option II – 12:00 PM MT      Option III – 7:00 PM CT*

*NASB New Board Member Workshop - Wednesday, November 1, 2023* – Join the NASB Board Leadership Team in Kearney for the opportunity to engage newly elected board members who did not have the opportunity to attend the NASB New Member Workshop in December 2022. We are also including an invitation to all newly appointed board members. The agenda will include discussion and review of best practice board governance, meeting protocols, committee work, policy, Open Meetings Law, scenarios, goal planning, superintendent evaluation, and more. Stay tuned for more information regarding the registration details.



## **Government Relations & Advocacy**

<https://members.nasbonline.org/government-relations>

(www.NASBonline.org – Government Relations)

This year's Session is done, the work is not! 850+ bills & measures were introduced. NASB followed roughly 110, Supported 31, and Opposed 31. 32 bills we followed were approved by the Governor directly or amended into another bill. Many bills passed this year will require a policy change by the board. Policies on option enrollment, dress code, and graduation requirements for example will require board review and/or action. School funding has gone through a change as well. Foundation Aid will now be part of the formula in addition to an increase to 80% SpEd reimbursement. On the flip side, there are new caps on property tax requests.

A number of Interim Hearings for later this year have been introduced on topics like Truancy, School Choice, Parental Involvement, SEL, Mandates, Security, Equalization, Consolidation of ESUs, Early Childhood, and more.

Call Colby & Matt with questions any time!



## **This Month In ...**

<https://members.nasbonline.org/news-resources/board-notes-newsletter>

(www.NASBonline.org - News & Resources - Board Notes)

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



## **Monthly Agenda Video Updates & NASB's Video Resources**

<https://members.nasbonline.org/news-resources/video-library>

([www.NASBonline.org](http://www.NASBonline.org) - News & Resources – Video Library)

Monthly Board Agenda videos, Legal Resources, NASB's Live & Learn Series, Member Zoom's, Q&A's with the Governor and Commissioner Blomstedt, EHA Updates, Advocacy breakdowns, and MUCH more!



## **Contact Us**

<https://members.nasbonline.org/about-us>

([www.NASBonline.org](http://www.NASBonline.org) – About Us)

Follow NASB on twitter at [www.twitter.com/NASBonline](http://www.twitter.com/NASBonline) using the hashtag #liveNASB and on Facebook at [www.facebook.com/NASBonline](http://www.facebook.com/NASBonline)



Update on Superintendent Goals

*Goal 1: Develop a visible presence within the schools, the school community, and the state.*

*Goal 2: Foster a learning environment in which every student has the maximum opportunity to achieve academic excellence.*

*Goal 3: Continue the development of a 10 year facilities strategic plan for implementation that addresses maintenance and improvements for existing building assets and new construction.*

*Goal 4: Continue the development of safety and security practices for Raymond Central Public Schools.*

# RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT

## 2022-2023 Superintendent Goals

**Review Months:** September, December, March, July

- Mutual Goals for New Superintendent 2022-2023

### **1. Develop a visible presence within the schools, the school community, and state.**

#### *a. Performance Indicators:*

- i. Maintain high levels of district visibility at community events.
- ii. Maintain a high level of visibility at school sites and events.
- iii. Develop community partnerships to expand educational opportunities for students.
- iv. Use social media to promote the District

\*Attended: RCEF Golf Tournament, SB: 1; VB: 3, FB: 1, 6th Grade Orientation, Elementary Open Houses, PTC, Pep Rallies, Conference One Act, K-2 Winter Concert, Spring 3-5 concert, Middle School Music concert, FFA Banquet, Preschool Roundup, Conf Quiz Bowl, Track Meet: 3, Baseball: 3, mock interview of students, spring PTO carnival,

\*Valparaiso - All classrooms 9/7, 10/6, 11/2, 11/11 lunch, 11/23 Turkey Trot, 1/19, 2/1, 2/21, and ongoing

\*Ceresco - Most Rooms All classrooms 9/6, 10/6, 10/12, 11/8, 11/9 PD, 11/14, 12/2, 1/17, 1/19, 2/21, 2/23, 2/24, 2/27, and ongoing

\*Jr/Sr - Greet kids in morning, introductory session in gym, lunch supervision,

\*Ceresco Pancake Feed

\*Roll-out of the new website software and app in January 2023 which includes a new system to replace brightarrow rapid notification

\*Introduced a senior spotlight, 7th grade student spotlight, and staff spotlight monthly on our website

\*Preschool Advisory Meetings 2x this year

\*Attended parent presentation from SmartGen Society

\*Monthly Newsletter articles

\*Informational Campaign facilitation

\*RCEF Annual Banquet

\*ESU#2 Grant Involvement to expand educational opportunities

\*Participation in UNL-CEHS External Accreditation Process

\*Panel Discussion for Doane University superintendent prep class

\*Discuss women in leadership for Dr. Johnson at UNL administration class

\*Attend Val Days

### **2. Foster a learning environment in which every student has the maximum opportunity to achieve academic excellence.**

#### *a. Performance Indicators:*

- i. Continue the development of the MTSS system to ensure learning for all students through targeted interventions. (student problem solving teams, ways to track social/emotional/behavioral progress)
- ii. Continued emphasis on training teachers to implement high yield instructional strategies
  1. Implement *Science of Reading* and continued professional development
  2. Continued work with Sherry Crofut, Discovery Education Coach, and Steve to facilitate the EIR grant
  3. Implementation of intentional training on how to teach in the block
- iii. Develop and train the new administrative team establishing effective communications, accountability practices, and effective teacher performance evaluations as critical aspects of the training.

\*Reviewed the Teacher Performance Model together and discussed implementation.

\*Discussed Administrative focus and all principal goals are focused on working with teachers to implement high engagement instructional practices and having students engaged in their learning.

\*Attended three *Science of Reading* trainings.

\*Attended Cognia Training

\*Attended Project Lead The Way Training

\*Serve as the Early Childhood administrator which includes program decision making, attending IEP/MDT, teacher observation, teacher evaluations, advisory team meetings

\*Met in consort with ESU#2 staff to integrate local needs with the ESU#2 overarching plan of support for districts

\*Added four new dual credit offerings in US History, Statistics, 2D Art, and 3D Art

\*Identified struggling 7th grade readers and implementing system of support for those students

\*Elementary teachers and administrators reviewed Domains I and III to pinpoint areas that need additional PD focus around effective instruction

\*Monthly PD on strategies for effective instruction and engaging students at elementary level

\*Coordinated with ESU#2 Caryn Zietlow and principals to coordinate *Science of Reading* training particularly for 6-8 teachers

### **3. Continue the development of a 10 year facilities strategic plan for implementation that addresses maintenance and improvements for existing building assets and new construction.**

#### *a. Performance Indicators:*

- i. Prioritize list of projects for all building sites to ensure minimal impact on instructional practice.
- ii. Work with BVH to engage stakeholders in reviewing the options that result from the facility review.
- iii. Work in conjunction with the BOE to take necessary actions that would result from their decision on future facility

\*Facility Committee Meetings

- \*Planning Meetings with BVH and FNCM - 3
- \*Patron Committee Meeting
- \*Facilitate and organize for teacher meetings with BVH
- \*Update Facility Planning website page
- \*Meeting with board subgroups and planning and debriefing those meeting with Cleve and Tobin
- \*Planning with Tobin and facilitation of Informational Campaign kickoff meeting on March 6. (emails, gathering data, materials, etc.)
- \* Managed the publication, agenda and presentation materials for the public meetings
- \* Worked with Saunders County to submit necessary documents in a timely manner for the bond election

#### **4. Continue the development of safety and security practices for Raymond central.**

##### *a. Performance Indicators:*

- i. Work with appropriate agencies and stakeholders to create reunification plans.
- ii. Communicate plans to relevant stakeholders

\*Safety Meeting with Lancaster County Sheriff and county schools. We discussed reunification and how the various county schools are executing plans and practicing reunification. Our resource officers are getting trained in ALICE Active Shooter Response Training (Alert, Lockdown, Inform, Counter, Evacuate). These training protocols will be used in conjunction with our SRP protocol. Our resource officer will be able to provide training for our staff. The training empowers people to make good survival decisions should an attack occur.

\*Attended reunification drill in Fremont, NE

\*Upcoming safety meeting in Lincoln to attend with Deputy Piitz

\*Safety Committee met on September 21, 2022, October 25, November 22

\*Drill protocol covered with all students. Bus evacuation and evacuation drills executed with all students.

\*Redesigned Jr/Sr high drop-off to be one way (safer)

\*Implemented manifests and buddy system for kindergarteners for PM bus routes

\*Assigned additional supervision to bus loading zone at Jr/Sr High

\*Using radios at all campuses for persons who take kids outside

\*Implemented consistent visitor and substitute badging across all schools

\* Deputy Piitz and I met with Father Zimmer, Sts. Mary & Joseph Church, Valparaiso, about a reunification site. We have a signed MOU that Father needs to get diocese approval on.

\* Students in grades 5-12 were provided internet and social media safety training and a related training was offered to all parents/guardians.

\*Tony, Jaxn and I attended an EOP training at ESU#2 which included two tabletop emergency situations. One was a cybersecurity breach and the other was a tornado incident.

\* Staff training on ALICE (Alert, Lockdown, Inform, Counter, Evacuate) intruder training on March 10.

\* Completed and submitted Emergency Operation Plan (EOP) to NDE

\* Worked with SRO and Lancaster County to use our facilities for multi-agency training and canine training

## Safety Report

We submitted an Emergency Operations Plan (EOP) to NDE by June 30 as required by law.

On July 6 our Jr-Sr high facility was used by Lancaster County Sheriff's Office to execute some canine drill training. Today the facility was used by Lancaster County Sheriff's Office for Active Violence Response Training.

### Important Upcoming Dates:

Facilities Report

Board Committee Reports

Curriculum & American Civics Committee (Burklund-chair, Lange, Matulka)

Facilities & Transportation Committee (Blanchard-chair, Burklund, Matulka)

Finance Committee (Blanchard-chair, Breitreutz, Burklund)

Negotiations Committee (Blanchard-chair, Benes, Lange)

Policy Committee (Breitreutz-chair, Benes, Lange)

Old Business

New Business

Discuss, Consider and Take Necessary Action to approve new staff members

Motion by Benes, second by Lange to approve staff hires: Tom Borders, HS PE/Health and Asst Track; Breanne Poston, MS/MTSS Coordinator; and Garrik Judkins, MS Science. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to Approve Substitute(s)

Motion by Burklund, second by Lange to approve Tom Magnuson as a Substitute Teacher. RCV 5-0. Motion carried.

Discuss, Consider and Take Necessary Action to approve substitute teacher rates for the 2023-24 school year

Motion by Lange, second by Benes to increase substitute teacher rates to \$165.00/daily; \$100.00/half day; and \$200.00 long term (more than 10 consecutive days). RCV 5-0. Motion carried.

## SUBSTITUTE TEACHER PAY

School	2021-2022	2022-2023
Raymond Central	\$135.00 / \$150.00 long term	\$155.00 \$180.00 11-19 consecutive days \$200.00 20+ consecutive days
Arlington	\$140.00	\$165.00, \$180.00 long term (10+)
Ashland-Greenwood	\$135.00	\$150.00/\$170.00/\$200.00 (30+) (2023-2024)
East Butler	\$135.00 / \$150.00 long term	\$150.00, \$165.00 long term (10+)
Elmwood-Murdock	\$147.50	\$156.00
Fort Calhoun	\$135.00	\$155.00, \$170.00 long term (10+) (2023-2024)
Lincoln	\$138.00	\$184.44 local sub, \$200.87 long term \$200.77 certified sub, \$217.20 long term
Louisville	\$135.00 / on the 11th day with the same teacher we pay per diem of a first teacher (BA Step 1)	\$150.00
Malcolm	\$153.00	\$162.00
Milford	\$145.00	\$165.00
Seward	\$133.00	\$154.00 (2023-2024)
Syracuse	.004 base - \$151.80	\$156.00 (2023-2024)
Wahoo	\$135.00	\$145.00, \$155.00 long term (10+)
Waverly	\$130.00	\$155.00 (2023-2024)
Yutan	\$130.00	\$145.00

### Sorted by Pay Rate:

School	2022-2023
Lincoln	\$184.44 local sub, \$200.87 long term \$200.77 certified sub, \$217.20 long term
Arlington	\$165.00, \$180.00 long term (10+)
Milford	\$165.00
Malcolm	\$162.00
Syracuse	\$156.00 (2023-2024)
Elmwood-Murdock	\$156.00
Raymond Central	\$155.00 \$180.00 11-19 consecutive days \$200.00 20+ consecutive days
Fort Calhoun	\$155.00, \$170.00 long term (10+) (2023-2024)
Waverly	\$155.00 (2023-2024)
Seward	\$154.00 (2023-2024)
Ashland-Greenwood	\$150.00/\$170.00/\$200.00 (30+) (2023-2024)
East Butler	\$150.00, \$165.00 long term (10+)
Louisville	\$150.00
Wahoo	\$145.00, \$155.00 long term (10+)
Yutan	\$145.00

Discuss, Consider and Take Necessary Action to Approve 2023-2024 School Lunch Prices

Motion by Burklund, second by Benes to approve no increase in breakfast and lunch prices for the 2023-2024 school year. RCV 5-0. Motion carried.

DISTRICT	School Year	LUNCH PRICES				BREAKFAST	
		ELEMENTARY	SECONDARY	REDUCED	ADULT	ELEMENTARY	SECONDARY
Raymond Central	2022-23	\$2.75	\$2.90	\$0.40	\$3.75	\$1.75	\$1.75
RC Proposed	2023-24	\$2.75	\$2.90	\$0.40	\$3.75	\$1.75	\$1.75
Arlington	2022-23	\$2.30	\$2.55		\$3.75	\$1.40	\$1.40
AGPS	2022-23	\$2.90	\$3.05	\$0.40	\$4.60	\$1.95	\$1.95
Fort Calhoun	2022-23	\$2.55	\$2.90	\$0.40	\$4.00	\$1.75	\$2.25
DC West	2022-23						
Syracuse	2022-2023	\$2.85	\$3.10	\$0.40	\$4.00	\$1.90	\$1.90
Waverly	2022-23		\$2.94		\$3.84		\$1.85
Wahoo	2022-23	\$2.70	\$2.95	\$0.40		\$1.75	\$0.95
Yutan	2022-23	\$2.85	\$3.05	\$0.40	\$4.00	\$1.70	\$1.90

ST PRICES		MILK
REDUCED	ADULT	PRICES
\$0.30	\$2.50	\$0.50
\$0.30	\$2.50	\$0.50
\$0.30	\$3.60	\$0.50
\$0.30	\$2.50	\$0.50
\$0.30	\$2.40	\$0.50
	\$3.84	
\$0.30		
\$0.30	\$1.90	\$0.50

## HOT LUNCH PRICE COMPARISON

	LUNCH PRICES				BREAKFAST PRICES				MILK
	ELEMENTARY	SECONDARY	REDUCED	ADULT	ELEMENTARY	SECONDARY	REDUCED	ADULT	PRICES
2023-2024	\$2.75	\$2.90	\$0.40	\$3.75	\$1.75	\$1.75	\$0.30	\$2.50	\$0.50
2022-2023	\$2.75	\$2.90	\$0.40	\$3.75	\$1.75	\$1.75	\$0.30	\$2.50	\$0.50
2021-2022	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50
2020-2021	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50
2019-2020	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50
2018-2019	\$2.65	\$2.80	\$0.40	\$3.60	\$1.65	\$1.65	\$0.30	\$2.20	\$0.50
2017-2018	\$2.60	\$2.75	\$0.40	\$3.55	\$1.60	\$1.60	\$0.30	\$2.15	\$0.45
2016-2017	\$2.55	\$2.70	\$0.40	\$3.40	\$1.55	\$0.00	\$0.30	\$1.80	\$0.45
2015-2016	\$2.45	\$2.60	\$0.40	\$3.40	\$1.50	\$0.00	\$0.30	\$1.75	\$0.45
2014-2015	\$2.35	\$2.50	\$0.40	\$3.30	\$1.40	\$0.00	\$0.30	\$1.65	\$0.45
2013-2014	\$2.25	\$2.40	\$0.40	\$3.25	\$1.35	\$0.00	\$0.30	\$1.60	\$0.45

Discuss, Consider and Take Necessary Action to Approve 2023-2024 Milk Bid

Motion by Burklund, second by Breikreutz to accept the milk bid from Hiland Dairy for the 2023-2024 school year. RCV 5-0. Motion carried.



June 2023

RAYMOND CENTRAL PUBLIC

We regret that we will not be submitting a bid at this time due to increasing logistics costs and staffing needs for your area.

We would, however, like to remain on the bidder's list as circumstances may change in the future.

If you are looking for an additional bid, we would suggest contacting your current foodservice provider for milk pricing.

Sincerely,

**Debra Carlson**

**DFA Kemps Le Mars  
Attn: Debra Carlson  
1345 12<sup>th</sup> Ave SW  
Le Mars, IA 51031  
E-Mail: [debra.carlson@kemps.com](mailto:debra.carlson@kemps.com)  
Phone: 712-548-2200 x41113**



2901 Cuming Street  
Omaha, NE 68131  
(402) 344-4321 phone  
(402) 346-0277 fax  
[www.HilandDairy.com](http://www.HilandDairy.com)

July 7, 2023

Raymond Central Public Schools  
Attn: Lynn Johnson  
1800 W Agnew Rd  
Raymond, NE 68428

Hiland Dairy Foods is pleased to submit the following bid on dairy products for the 2023-2024 school year.

<u>Unit</u>	<u>Product</u>	<u>Esc/De-Esc Price</u>
½ Pint	Skim White	\$0.3828
½ Pint	1% White	\$0.3831
½ Pint	Fat Free Strawberry	\$0.3927
½ Pint	Fat Free Chocolate	\$0.3927

This bid is for Escalating/De-Escalating pricing. Please see attached clause for monthly cost adjustment factors for Esc/De-Esc pricing. Please call if you have any questions.

The bid is (choose one)  awarded to Hiland Dairy or  declined and awarded to \_\_\_\_\_

Name and Title \_\_\_\_\_

Contact Phone \_\_\_\_\_ Email \_\_\_\_\_

Date \_\_\_\_\_ First Delivery Date \_\_\_\_\_

Please complete and scan this bid along with all competing bidder's information to: [sbarnard@hilanddairy.com](mailto:sbarnard@hilanddairy.com).

Thank you,

*Matt Giesler*

Lincoln Branch Sales Manager  
Hiland Dairy Foods  
5220 NW 38th  
Lincoln, Ne. 68524  
Office (402)470-2424  
Cell (402)405-2325

### **Milk Escalator / De-Escalator Pricing Clause (DFA Supplied)**

The pricing quoted is based on **July's 2023** Federal Milk Marketing Order for Class I Skim and Class I Butterfat. This pricing is subject to change as the cost of raw milk changes each month according to the USDA Federal Milk Market Price Announcements and Dairy Farmers of America.

The cost of milk fluctuates up and down each month based on the cost changes in raw milk. Changes of a minimum of \$.10 per CWT (up or down) will move the cost of a half pint \$ .00054.

Prices will also be adjusted up or down based on cost changes in packaging, ingredients, labor, fuel, juice concentrate, re-sale products (ex. Tropicana, Sport Shake), etc. Supporting documentation will be supplied upon request.

All price changes will become effective on the 1<sup>st</sup> day of the month following the price announcement.



# Raymond Central Public Schools

Agnew • Ceresco • Davey • Raymond • Valparaiso

June 27, 2023

Hiland Dairy Foods  
Attn: Mike Poulsen  
5220 NW 38<sup>th</sup> Street  
Lincoln, NE 68524

We would like to obtain a price quote for the following dairy items for the 2023-2024 school year.

Do you provide storage containers? Yes  
How often do you deliver? \_\_\_\_\_

1/2 Pint 1% White Milk .3831  
1/2 Pint White SKIM Milk .3828  
1/2 Pint Chocolate Fat Free Milk .3927  
1/2 Pint Strawberry Fat Free Milk .3927

Please submit your bid by Friday, July 7, 2023. Bids may be faxed (402-785-2097) or emailed (crieck@rcentral.org). Raymond Central Public Schools has the right to reject or accept any or all bids. Thank you for your prompt reply.

Sincerely,

Lynn Johnson  
Superintendent

Company Hiland Dairy Foods

Please sign as the respective bidder.

Name Scott Barnack

Phone Number 402-657-3428

Email address sbarnack@hilanddairy.com

Date 7/7/2023

Fax Number \_\_\_\_\_



## JUICE & MILK PRODUCTS FOOD SAFETY PROGRAMS

Hiland Dairy Foods is making every effort to ensure the safety of our products to our customers and consumers.

We have, therefore, instituted a comprehensive program, our Juice HACCP program & Milk Preventive Control program, in combination with supporting prerequisite programs, to form our Food Safety Systems Pyramid.

I. Hazard Analysis of Critical Control Points (HACCP) is a food safety system designed to ensure the manufacture of safe food products, and to prove the product was made safely. *HA* (Hazard Analysis) is the where and how part of the HACCP program and *CCP* is the proof that the control of the process and conditions set are being followed.

We have a Food Safety team comprised of employees, from varied disciplines in the plant, and management. The team describes the food (each product type manufactured) and its distribution, identifies the intended use and consumer of the product, and provides on-site verification of flow diagrams for each product type manufactured. (Ex: white milk, chocolate milk, sour cream, etc).

During the developmental stages of the HACCP and Preventive Control program, the team conducted a hazard analysis (determining whether a biological, chemical, or physical threat was posed), identified the critical control point (CCP) in the product flow (pasteurization, time and temperature), showed what prerequisite programs were in place, if it was not a CCP, and established critical limits for each stage. In addition, monitoring procedures (ex: temperature recording devices, charts, etc.), corrective action and verification & validation procedures were established. Any changes made in a product types' flow diagram are reviewed in a timely manner and all systems validated annually.

II. The attached sheet shows the prerequisite programs and their integration into the complete program (with no inference to their importance by their position on the pyramid).

A more detailed review of our program came be made, on site, with adequate notification and authorization.

Name Catie Faylor Title Quality Assurance Manager Date 01/01/2023



## GOOD MANUFACTURING PRACTICES

Hiland Dairy Foods Company makes every effort to ensure good quality and the safety of our products to our customers and consumers.

We have, therefore, instituted Code of Good Manufacturing Practices (GMP) Compliance for all employees. Below is an outline of that program.

- I. Definitions: Explains whom and what is covered under the compliance code.
- II. Disease Control: Defines transmittable diseases per Pasteurized Milk Ordinance (PMO). (PMO Section 13).
- III. Employee Grooming/Personal Hygiene Practices: All employees must maintain a high degree of personal cleanliness to prevent product contamination.
- IV. Handling Sanitation: Good sanitation practices must be maintained to assure product integrity.
- V. Ingredient, Process and Product Integrity: Finished products and raw ingredients must be handled and maintained in a manner to prevent exposure to extraneous matter.
- VI. Maintenance Related: Building areas and equipment must be maintained in a sanitary condition.
- VII. Receiving & Shipping: Products must be handled with care to prevent damage and exposure to adverse conditions.
- VIII. Coding: Product codes must be checked to ensure correct code and monitored to ensure proper rotation.
- IX. Quality Control: Quality control technicians monitor and audit the plant operations.
- X. Record Keeping: Proper records of product and ingredients coming into, while in, and leaving our possession, must be monitored and maintained per the time periods defined by regulatory.

Name: Catie Faylor

Title: Quality Assurance Manager

Date: 1/01/2023



Hiland Dairy Company  
2901 Cuming Street  
Omaha, NE 68131  
402-344-4321 / 800-779-4321  
Fax: 402-346-0849

To all interested parties:

Hiland Dairy Foods company processes and packages 100% of all four-ounce juice products domestically. We source our juice 100% domestically which meets the Buy American Provision that over 51% of the final processed product consists of agricultural commodities that were grown domestically, with the following exception--orange juice.

Orange juice is sourced domestically whenever possible (in season), but some orange juice supply is sourced internationally when necessary due to insufficient quantities of a satisfactory quality.


Our research reveals that the cost of attaining a product containing at least 51% domestically grown oranges would cause the price to be significantly higher than a non-domestic product.

Scott Barnard

*Scott Barnard*

District Sales Manager

*A splash of Freshness!*



Locally Made.  
Naturally Delicious.™



**Hiland**  
DAIRY FOODS

FARMER OWNED

Hiland Dairy School Products - Omaha

## Fat Free Skim Milk



Size: 8 oz carton  
Item Number: 9173  
Case Size: 50 cartons

## 1% Low-fat Milk



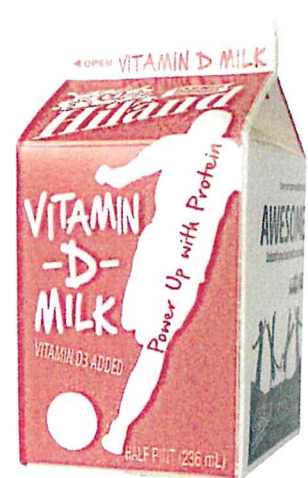
Size: 8 oz carton  
Item Number: 9171  
Case Size: 50 cartons

## 2% Reduced Fat Milk



Size: 8 oz carton  
Item Number: 9168  
Case Size: 50 cartons

## Whole Milk



Size: 8 oz carton  
Item Number: 9165  
Case Size: 50 cartons

### Nutrition Facts

1 serving per container  
Serving size 1 Carton (236mL)

Amount per serving  
**Calories 80**

	% Daily Value*
<b>Total Fat</b> 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
<b>Cholesterol</b> < 5mg	1%
<b>Sodium</b> 105mg	5%
<b>Total Carbohydrate</b> 12g	4%
Dietary Fiber 0g	0%
<b>Total Sugars</b> 12g	
Includes 0g Added Sugars	0%
<b>Protein</b> 9g	
<b>Vitamin D</b> 2.4mcg	10%
<b>Calcium</b> 270mg	20%
<b>Iron</b> 0mg	0%
<b>Potassium</b> 380mg	8%
<b>Vitamin A</b> 130mcg	15%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, VITAMIN A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

### Nutrition Facts

1 serving per container  
Serving size 1 Carton (236mL)

Amount per serving  
**Calories 100**

	% Daily Value*
<b>Total Fat</b> 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol</b> 10mg	3%
<b>Sodium</b> 105mg	5%
<b>Total Carbohydrate</b> 12g	4%
Dietary Fiber 0g	0%
<b>Total Sugars</b> 13g	
Includes 0g Added Sugars	0%
<b>Protein</b> 8g	
<b>Vitamin D</b> 2.4mcg	10%
<b>Calcium</b> 300mg	25%
<b>Iron</b> 0mg	0%
<b>Potassium</b> 370mg	8%
<b>Vitamin A</b> 130mcg	15%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A LOW FAT MILK, VITAMIN A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

### Nutrition Facts

1 serving per container  
Serving size 1 Carton (236mL)

Amount per serving  
**Calories 120**

	% Daily Value*
<b>Total Fat</b> 5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
<b>Cholesterol</b> 20mg	7%
<b>Sodium</b> 115mg	5%
<b>Total Carbohydrate</b> 12g	4%
Dietary Fiber 0g	0%
<b>Total Sugars</b> 12g	
Includes 0g Added Sugars	0%
<b>Protein</b> 8g	
<b>Vitamin D</b> 2.4mcg	10%
<b>Calcium</b> 290mg	20%
<b>Iron</b> 0mg	0%
<b>Potassium</b> 340mg	8%
<b>Vitamin A</b> 130mcg	15%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A REDUCED FAT MILK, VITAMIN A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

### Nutrition Facts

1 serving per container  
Serving size 1 Carton (236mL)

Amount per serving  
**Calories 150**

	% Daily Value*
<b>Total Fat</b> 8g	10%
Saturated Fat 4.5g	23%
Trans Fat 0g	
<b>Cholesterol</b> 25mg	8%
<b>Sodium</b> 105mg	5%
<b>Total Carbohydrate</b> 11g	4%
Dietary Fiber 0g	0%
<b>Total Sugars</b> 11g	
Includes 0g Added Sugars	0%
<b>Protein</b> 8g	
<b>Vitamin D</b> 3.2mcg	15%
<b>Calcium</b> 270mg	20%
<b>Iron</b> 0mg	0%
<b>Potassium</b> 320mg	6%
<b>Vitamin A</b> 110mcg	10%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A WHOLE MILK, VITAMIN D3.  
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

**Hiland**  
DAIRY FOODS  
FARMER OWNED

**Fat Free  
Chocolate Milk**



Size: 8 oz carton  
Item Number: 9178  
Case Size: 50 cartons

**Nutrition Facts**

1 serving per container	
Serving size	1 container (236mL)
Amount per serving	
<b>Calories</b>	<b>110</b>
	% Daily Value*
<b>Total Fat</b> 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
<b>Cholesterol</b> < 5mg	1%
<b>Sodium</b> 190mg	8%
<b>Total Carbohydrate</b> 19g	7%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 7g Added Sugars	14%
<b>Protein</b> 9g	
Vitamin D 2.7mcg	15%
Calcium 270mg	20%
Iron 0mg	0%
Potassium 380mg	8%
Vitamin A 170mcg	20%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, SUGAR, COCOA [(PROCESSED WITH ALKALI)], CORN STARCH, SALT, CARRAGEENAN, NATURAL FLAVOR, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK

**Fat Free  
Strawberry Milk**



Size: 8 oz carton  
Item Number: 9177  
Case Size: 50 cartons

**Nutrition Facts**

1 serving per container	
Serving size	1 container (236mL)
Amount per serving	
<b>Calories</b>	<b>120</b>
	% Daily Value*
<b>Total Fat</b> 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
<b>Cholesterol</b> < 5mg	1%
<b>Sodium</b> 100mg	4%
<b>Total Carbohydrate</b> 21g	8%
Dietary Fiber 0g	0%
Total Sugars 21g	
Includes 10g Added Sugars	20%
<b>Protein</b> 8g	
Vitamin D 2.7mcg	15%
Calcium 260mg	20%
Iron 0mg	0%
Potassium 370mg	8%
Vitamin A 170mcg	20%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, SUGAR, WATER, NATURAL AND ARTIFICIAL FLAVOR, FD&C RED #3, CARRAGEENAN, CORN OIL, VITAMIN A PALMITATE, VITAMIN D. CONTAINS: MILK

**Fat Free Vanilla  
Shake Milk**



Size: 8 oz carton  
Item Number: 10198  
Case Size: 50 cartons

**Nutrition Facts**

1 serving per container	
Serving size	1 container (236mL)
Amount per serving	
<b>Calories</b>	<b>130</b>
	% Daily Value*
<b>Total Fat</b> 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
<b>Cholesterol</b> < 5mg	1%
<b>Sodium</b> 115mg	5%
<b>Total Carbohydrate</b> 24g	9%
Dietary Fiber 0g	0%
Total Sugars 23g	
Includes 12g Added Sugars	24%
<b>Protein</b> 8g	
Vitamin D 2.8mcg	15%
Calcium 260mg	20%
Iron 0mg	0%
Potassium 360mg	8%
Vitamin A 170mcg	20%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: GRADE A SKIM MILK, SUGAR, CORN STARCH, GUAR GUM, NATURAL FLAVOR, SALT, VITAMIN A PALMITATE, VITAMIN D3. CONTAINS: MILK



dairy.com

In our efforts to continue to serve the products available, our formulas may without prior notice. Please speak to your branch for any variations.

## Whole Milk



Size: 1 gallon  
Item Number: 1031  
Case Size: 4, 1 gallon

## 2% Reduced Fat Milk



Size: 1 gallon  
Item Number: 1201  
Case Size: 4, 1 gallon

## 1% Low-fat Milk



Size: 1 gallon  
Item Number: 1346  
Case Size: 4, 1 gallon

## Fat Free Skim Milk



Size: 1 gallon  
Item Number: 1413  
Case Size: 4, 1 gallon

Nutrition Facts	
servings per container	
Serving size	1 Cup (240mL)
Amount per serving	
<b>Calories</b>	<b>150</b>
% Daily Value*	
Total Fat 8g	10%
Saturated Fat 5g	25%
Trans Fat 0g	
Cholesterol 35mg	12%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
<b>Protein 8g</b>	
Vitamin D 2.5mcg	15%
Calcium 290mg	20%
Iron 0.1mg	0%
Potassium 340mg	8%
Vitamin A 90mcg	10%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: MILK, VITAMIN D3.  
CONTAINS: MILK

Nutrition Facts	
servings per container	
Serving size	1 Cup (240mL)
Amount per serving	
<b>Calories</b>	<b>120</b>
% Daily Value*	
Total Fat 5g	6%
Saturated Fat 3.5g	18%
Trans Fat 0g	
Cholesterol 20mg	7%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
<b>Protein 8g</b>	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 350mg	8%
Vitamin A 150mcg	10%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: REDUCED FAT MILK,  
VITAMIN A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

Nutrition Facts	
servings per container	
Serving size	1 Cup (240mL)
Amount per serving	
<b>Calories</b>	<b>100</b>
% Daily Value*	
Total Fat 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
Cholesterol 15mg	5%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
<b>Protein 8g</b>	
Vitamin D 2.5mcg	15%
Calcium 290mg	20%
Iron 0.1mg	0%
Potassium 370mg	8%
Vitamin A 150mcg	10%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: LOWFAT MILK,  
VITAMIN A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

Nutrition Facts	
servings per container	
Serving size	1 Cup (240mL)
Amount per serving	
<b>Calories</b>	<b>80</b>
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 5mg	2%
Sodium 120mg	5%
Total Carbohydrate 11g	4%
Dietary Fiber 0g	0%
Total Sugars 11g	
Includes 0g Added Sugars	0%
<b>Protein 8g</b>	
Vitamin D 2.5mcg	15%
Calcium 300mg	25%
Iron 0.1mg	0%
Potassium 360mg	8%
Vitamin A 150mcg	10%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, VITAMIN  
A PALMITATE, VITAMIN D3.  
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

**Hiland**  
DAIRY FOODS  
FARMER OWNED

## Apple Juice

## Orange Juice

## Orange Juice



Size: 4 oz carton  
Item Number: 9504  
Case Size: 75 cartons



Size: 4 oz carton  
Item Number: 9508  
Case Size: 75 cartons



Size: 12 oz bottle  
Item Number: 26181  
Case Size: 20 bottles

### Nutrition Facts

1 serving per container  
Serving size 4 oz (120ml)

Amount per serving  
**Calories 60**

% Daily Value\*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 10mg	0%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 0g	
Vitamin D 0mcg	0%
Calcium 10mg	0%
Iron 0.3mg	2%
Potassium 150mg	4%
Vitamin A 1mcg	2%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WATER, APPLE JUICE CONCENTRATE.

### Nutrition Facts

1 serving per container  
Serving size 4 oz (120ml)

Amount per serving  
**Calories 60**

% Daily Value\*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 0mg	0%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 13g	
Includes 0g Added Sugars	0%
Protein 1g	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0.1mg	0%
Potassium 420mg	8%
Vitamin C 51mg	60%
Thiamin 0.1mg	8%
Niacin 0.3mg	2%
Vitamin B <sub>6</sub> 0.1mg	6%
Folate 20mcg DFE	6%
Magnesium 10mg	2%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,600 calories a day is used for general nutrition advice.

INGREDIENTS: WATER, CONCENTRATED ORANGE JUICE.

### Nutrition Facts

1 serving per container  
Serving size 12 oz (360 ml)

Amount per serving  
**Calories 160**

% Daily Value\*

Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol 0mg	0%
Sodium 15mg	4%
Total Carbohydrate 39g	14%
Dietary Fiber 0g	0%
Total Sugars 39g	
Includes 0g Added Sugars	0%
Protein 2g	
Vitamin D 0mcg	0%
Calcium 90mg	6%
Iron 0.3mg	2%
Potassium 1260mg	25%
Vitamin C 154mg	170%
Thiamin 0.2mg	15%
Niacin 0.9mg	6%
Vitamin B <sub>6</sub> 0.2mg	10%
Folate 60mcg DFE	15%
Magnesium 30mg	8%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: WATER, CONCENTRATED ORANGE JUICE.

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

**Hiland**  
DAIRY FOODS **FARMER OWNED**

**Fat Free  
Vanilla Yogurt**



Size: 6 oz  
Item Number: 16433  
Case Size: 12 cartons

**Fat Free  
Blueberry Yogurt**



Size: 6 oz  
Item Number: 16427  
Case Size: 12 cartons

**Fat Free  
Strawberry Yogurt**



Size: 6 oz  
Item Number: 16432  
Case Size: 12 cartons

**Fat Free Strawberry  
Banana Yogurt**



Size: 6 oz  
Item Number: 16431  
Case Size: 12 cartons

**Nutrition Facts**

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 85mg	4%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 7g	
Includes 0g Added Sugars	0%
<b>Protein 6g</b>	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 310mg	6%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARTCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, MODIFIED CORN STARCH, NATURAL FLAVOR, MALIC ACID, SODIUM CITRATE, ACESULFAME POTASSIUM, ANNATTO EXTRACT (COLOR)  
CONTAINS: MILK

**Nutrition Facts**

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
<b>Protein 6g</b>	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, BLUEBERRIES, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, CARAMEL COLOR, RED #40 (COLOR), BLUE #1 (COLOR)  
CONTAINS: MILK

**Nutrition Facts**

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
<b>Protein 6g</b>	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED PASTEURIZED GRADE A SKIM MILK, MODIFIED FOOD STARTCH, GELATIN, NON FAT DRY MILK, WATER, STRAWBERRIES, CORN STARCH MODIFIED, NATURAL FLAVOR, SUCRALOSE, MALIC ACID, ACESULFAME POTASSIUM, RED 40 (COLOR)  
CONTAINS: MILK

**Nutrition Facts**

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
% Daily Value*	
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
<b>Protein 6g</b>	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 270mg	6%

\* The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARTCH, GELATIN, NON FAT DRY MILK, LACTOSE, STRAWBERRY PUREE, BANANA PUREE, MODIFIED CORN STARCH, NATURAL FLAVORS, MALIC ACID, SUCRALOSE, ACESULFAME POTASSIUM, FD&C RED #40, CITRIC ACID, FD&C BLUE #1  
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com



## Fat Free Peach Yogurt



Size: 6 oz  
Item Number: 16429  
Case Size: 12 cartons

## Fat Free Black Cherry Yogurt



Size: 6 oz  
Item Number: 16426  
Case Size: 12 cartons

## Low-fat Vanilla Yogurt



Size: 5 lb  
Item Number: 16093  
Case Size: 4, 5 lb

## Low-fat Blueberry Yogurt



Size: 5 lb  
Item Number: 1829  
Case Size: 4, 5 lb

### Nutrition Facts

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 14g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 250mg	6%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, PEACHES, PEACH PUREE, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, ANNATTO EXTRACT (COLOR).  
CONTAINS: MILK

### Nutrition Facts

1 serving per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>80</b>
	% Daily Value*
Total Fat 0g	0%
Saturated Fat 0g	0%
Trans Fat 0g	
Cholesterol < 5mg	1%
Sodium 80mg	3%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 8g	
Includes 0g Added Sugars	0%
Protein 6g	
Vitamin D 0mcg	0%
Calcium 170mg	15%
Iron 0mg	0%
Potassium 260mg	6%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED GRADE A SKIM MILK, MODIFIED FOOD STARCH, GELATIN, NON FAT DRY MILK, LACTOSE, WATER, CHERRIES, NATURAL FLAVORS, SUCRALOSE, MALIC ACID, RED #40 (COLOR), BLUE #1 (COLOR).  
CONTAINS: MILK

### Nutrition Facts

About 13 servings per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>130</b>
	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
Protein 5g	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, NATURAL FLAVORS, CAROB BEAN GUM, LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3.  
CONTAINS: MILK

### Nutrition Facts

About 13 servings per container	
Serving size	6 oz (170g)
Amount per serving	
<b>Calories</b>	<b>130</b>
	% Daily Value*
Total Fat 1.5g	2%
Saturated Fat 1g	5%
Trans Fat 0g	
Cholesterol 10mg	3%
Sodium 85mg	4%
Total Carbohydrate 24g	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
Protein 5g	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, BLUEBERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, CAROB BEAN GUM, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3.  
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com



## Low-fat Strawberry Yogurt



Size: 5 lb  
Item Number: 1838  
Case Size: 4, 5 lb

## Low-fat Raspberry Yogurt



Size: 5 lb  
Item Number: 1836  
Case Size: 4, 5 lb

## Low-fat Cherry Vanilla Yogurt



Size: 5 lb  
Item Number: 1831  
Case Size: 4, 5 lb

## Sour Cream



Size: 5 lb  
Item Number: 9224  
Case Size: 4, 5 lb

### Nutrition Facts

About 13 servings per container  
Serving size 6 oz (170g)

Amount per serving  
**Calories 130**

	% Daily Value*
<b>Total Fat 1.5g</b>	2%
Saturated Fat 1g	5%
Trans Fat 0g	
<b>Cholesterol 10mg</b>	3%
<b>Sodium 85mg</b>	4%
<b>Total Carbohydrate 24g</b>	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
<b>Protein 5g</b>	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

### Nutrition Facts

About 13 servings per container  
Serving size 6 oz (170g)

Amount per serving  
**Calories 130**

	% Daily Value*
<b>Total Fat 1.5g</b>	2%
Saturated Fat 1g	5%
Trans Fat 0g	
<b>Cholesterol 10mg</b>	3%
<b>Sodium 85mg</b>	4%
<b>Total Carbohydrate 24g</b>	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
<b>Protein 5g</b>	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

### Nutrition Facts

About 13 servings per container  
Serving size 6 oz (170g)

Amount per serving  
**Calories 130**

	% Daily Value*
<b>Total Fat 1.5g</b>	2%
Saturated Fat 1g	5%
Trans Fat 0g	
<b>Cholesterol 10mg</b>	3%
<b>Sodium 85mg</b>	4%
<b>Total Carbohydrate 24g</b>	9%
Dietary Fiber 0g	0%
Total Sugars 18g	
Includes 12g Added Sugars	24%
<b>Protein 5g</b>	
Vitamin D 5.4mcg	25%
Calcium 170mg	15%
Iron 0.1mg	0%
Potassium 240mg	6%
Vitamin A 370mcg	40%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

### Nutrition Facts

80 servings per container  
Serving size 2 tbs (30g)

Amount per serving  
**Calories 60**

	% Daily Value*
<b>Total Fat 6g</b>	8%
Saturated Fat 4g	20%
Trans Fat 0g	
<b>Cholesterol 15mg</b>	5%
<b>Sodium 45mg</b>	2%
<b>Total Carbohydrate 2g</b>	1%
Dietary Fiber 0g	0%
Total Sugars 1g	
Includes 0g Added Sugars	0%
<b>Protein &lt;1g</b>	
Vitamin D 0mcg	0%
Calcium 30mg	2%
Iron 0mg	0%
Potassium 0mg	0%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, STRAWBERRIES, NATURAL FLAVORS, CAROB BEAN GUM, FRUIT AND VEGETABLE JUICE (COLOR), MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE\*.

CONTAINS: MILK

\*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, RASPBERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE\*.

CONTAINS: MILK

\*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED MILK AND SKIM MILK, SUGAR, CHERRIES, NATURAL FLAVORS, FRUIT AND VEGETABLE JUICE (COLOR), LEMON JUICE, MODIFIED CORNSTARCH, CARRAGEENAN, PECTIN, VITAMIN A PALMITATE AND VITAMIN D3, LACTASE\*.

CONTAINS: MILK

\*NOT FOUND IN REGULAR YOGURT

INGREDIENTS: CULTURED GRADE A MILK AND CREAM, NONFAT DRY MILK, MODIFIED FOOD STARCH, SODIUM PHOSPHATE, GUAR GUM, CARRAGEENAN, SODIUM CITRATE, LOCUST BEAN GUM, NATAMYCIN (NATURAL PRESERVATIVE).  
CONTAINS: MILK

In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com

**Hiland**  
DAIRY FOODS  
FARMER OWNED

## Low-fat Cottage Cheese Snack Cups



Size: 4 oz  
Item Number: 20283  
Case Size: 12 cartons

## Low-fat 1% Cottage Cheese



Size: 5 lb  
Item Number: 25306  
Case Size: 4, 5 lb

## 4% Cottage Cheese Small Curd



Size: 5 lb  
Item Number: 5762  
Case Size: 4, 5 lb

### Nutrition Facts

1 serving per container  
Serving size 1/2 cup (114g)  
Amount per serving  
**Calories 90**

	% Daily Value*
<b>Total Fat</b> 2.5g	3%
Saturated Fat 1.5g	8%
Trans Fat 0g	
<b>Cholesterol</b> 15mg	5%
<b>Sodium</b> 490mg	21%
<b>Total Carbohydrate</b> 5g	2%
Dietary Fiber 0g	0%
Total Sugars 5g	
Includes 1g Added Sugars	2%
<b>Protein</b> 12g	
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0.1mg	0%
Potassium 160mg	4%
Vitamin A 60mcg	6%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

### Nutrition Facts

30 servings per container  
Serving size 1/2 cup (114g)  
Amount per serving  
**Calories 80**

	% Daily Value*
<b>Total Fat</b> 1g	1%
Saturated Fat 1g	5%
Trans Fat 0g	
<b>Cholesterol</b> 10mg	3%
<b>Sodium</b> 490mg	21%
<b>Total Carbohydrate</b> 5g	2%
Dietary Fiber 0g	0%
Total Sugars 5g	
Includes 1g Added Sugars	2%
<b>Protein</b> 12g	
Vitamin D 0mcg	0%
Calcium 100mg	8%
Iron 0.1mg	0%
Potassium 160mg	4%
Vitamin A 40mcg	4%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

### Nutrition Facts

30 servings per container  
Serving size 1/2 cup (114g)  
Amount per serving  
**Calories 100**

	% Daily Value*
<b>Total Fat</b> 4.5g	6%
Saturated Fat 3g	15%
Trans Fat 0g	
<b>Cholesterol</b> 25mg	8%
<b>Sodium</b> 480mg	21%
<b>Total Carbohydrate</b> 5g	2%
Dietary Fiber 0g	0%
Total Sugars 4g	
Includes 1g Added Sugars	2%
<b>Protein</b> 11g	22%
Vitamin D 0.1mcg	0%
Calcium 80mg	6%
Iron 0.1mg	0%
Potassium 130mg	2%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

INGREDIENTS: SKIM MILK, MILK, NONFAT DRY MILK, LACTOSE, SALT, CREAM, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, CARBON DIOXIDE AND POTASSIUM SORBATE (MAINTAIN FRESHNESS), VITAMIN A PALMITATE AND CHEESE CULTURES.  
CONTAINS: MILK

INGREDIENTS: SKIM MILK, MILK, NONFAT DRY MILK, LACTOSE, SALT, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, POTASSIUM SORBATE AND CARBON DIOXIDE (MAINTAIN FRESHNESS), CREAM, VITAMIN A PALMITATE, CHEESE CULTURES.  
CONTAINS: MILK

INGREDIENTS: SKIM MILK, MILK, CREAM, LACTOSE, SALT, STABILIZER (GUAR GUM, MONO AND DIGLYCERIDES, XANTHAN GUM, CARRAGEENAN, CAROB BEAN GUM), CITRIC ACID, CARBON DIOXIDE AND POTASSIUM SORBATE (MAINTAIN FRESHNESS) AND CHEESE CULTURES.  
CONTAINS: MILK



In our efforts to continue to serve the freshest products available, our formulas may be updated without prior notice. Please speak to your local branch for any variations.

HilandDairy.com



Hiland Dairy Company  
2901 Cuming Street  
Omaha, NE 68131  
402-344-4321 / 800-779-4321  
Fax: 402-348-0849

Hiland has an opportunity to sell Pantry Fresh UHT milk for field trips, sporting events, after school snacks, Summer pickup programs, unexpected school closures.

This item is aseptic milk with ultra-high temperature (UHT) pasteurization and unique packaging, unopen milk cartons maintain quality of several months without refrigeration.

Comes 27 unit per case 120 cases per pallet.

if you buy 2 pallets ( 240 cases)

the cost is .59 per unit.

We will offer credit for any remaining inventory at the end of the School year 2024.

This product is a GUARANTEE Sale

1% White

1% Chocolate

1% Lactose Free Low-fat

Let me know if you have any questions

Thanks

Scott



**Is Feeding On-the-Go Students Challenging?**  
 Problem solved... no matter how you pour it. **Guaranteed.**



**100% REAL MILK**

*Easy Storage • No Refrigeration Required*  
 Give your students the milk they love anytime, anywhere. No need to chill until you're ready to serve.

- Field Trips
- Sporting Events
- After School Snacks
- Backpack Programs
- Summer Pickup Programs
- Unexpected School Closures
- Endless Possibilities!

Our **100% REAL MOO-licious Milk** is a simple way to fuel your student's day. Each half pint carton contains **13 essential nutrients**, including:

- Calcium
- Protein
- Vitamin A
- Vitamin D
- Potassium
- Riboflavin

**ORDER TODAY!**

**Order today, and we'll \*guarantee the sale!**

That's right, order a minimum of 240 cases, and we will offer credit for any remaining inventory at the end of the School Year 2024.

\*The guarantee is contingent on the original 240 cases preordered. Contact your sales representative for more information.

# Serving 100% REAL MILK Has Never Been Easier

Fluid milk is a required component for reimbursable meals in Child Nutrition Programs. No matter what type of program your school offers, Prairie Farms' latest packaging technology can help you get milk where it needs to be.

With ultra-high temperature (UHT) pasteurization and unique packaging, unopened milk cartons maintain quality for several months without refrigeration. Once opened, the milk must be refrigerated and used within 7 days.

**TIP:** Stock up and your program will be prepared for any occasion!

## 100% REAL MILK is a great fit for your school. \*

**8g**  
Protein

**25%**  
Calcium  
DV

**10%**  
Vitamin D  
DV

**REAL**  
Cocoa  
in Chocolate  
Milk

**NO**  
Artificial  
Growth  
Hormones

**NO**  
Artificial Colors,  
Sweeteners,  
or Flavors



1% Lowfat Milk  
Product Code# 34520



1% Lowfat  
Chocolate Milk  
Product Code# 34519



1% Lactose Free  
Lowfat Milk  
Product Code# 34518



Nutrition Facts	
100	
% Daily Value*	
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Total Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 12g	4%
Dietary Fiber 0g	0%
Total Sugars 12g	24%
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 320mg	6%
Vitamin A 150mcg	15%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Low Fat Milk, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

Nutrition Facts	
140	
% Daily Value*	
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Total Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 22g	8%
Dietary Fiber 1g	4%
Total Sugars 22g	44%
Includes 1g Added Sugars	2%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0.5mg	3%
Potassium 420mg	8%
Vitamin A 150mcg	15%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Fat Free Milk, Whole Milk, Sugar, Cocoa (Processed with Alkali), Carrageenan, Salt, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

Nutrition Facts	
100	
% Daily Value*	
Total Fat 2.5g	5%
Saturated Fat 1.5g	3%
Total Fat 0g	
Cholesterol 10mg	2%
Sodium 100mg	2%
Total Carbohydrate 13g	5%
Dietary Fiber 0g	0%
Total Sugars 12g	24%
Includes 0g Added Sugars	0%
Protein 8g	16%
Vitamin D 2.5mcg	10%
Calcium 300mg	25%
Iron 0mg	0%
Potassium 400mg	8%
Vitamin A 150mcg	15%

\*The % Daily Value (DV) tells you how much a nutrient in a serving of food contributes to a daily diet. 2,000 calories a day is used for general nutrition advice.

Ingredients: Lowfat Milk, Lactase Enzyme\*\*, Vitamin A Palmitate, Vitamin D3.

Contains: Milk

\*\* Ingredient not in regular milk.

	UPC Code	Product Code	Size	Unit/Case	Description	Cs/Pallet
Unit	0-72730-23614-1	34520	Npt	27	1% Lowfat Milk, UHT	120
Unit	0-72730-26643-0	34519	Npt	27	1% Lowfat Chocolate Milk, UHT	120
Unit	0-72730-23220-0	34518	Npt	27	1% Lactose Free Lowfat Milk, UHT	120

### White Milk Bid History

	Hiland Dairy Foods 402-470-2424	<del>Dean Foods</del> Kemps LeMars 712-548-2200
2023-24	0.3800	No Bid
2022-23	0.3400	No Bid
2021-22	0.2490	0.2742
2020-21	0.2150	0.2220
2019-20	0.1765	No Bid
2018-19	0.1689	No Bid
2017-18	0.2010	0.1869
2016-17	0.1810	0.1700

Discuss, Consider and Take Necessary Action to Approve 2023-2024 Propane Bid

Motion by Lange, second by Burklund to accept the propane bid of \$0.999 from Otte Oil for the 2023-2024 school year. RCV 5-0. Motion carried.

**RAYMOND CENTRAL PUBLIC SCHOOLS  
2023-2024 PROPANE QUOTE**

The following bid is for propane tanks to be filled for one year beginning September 1, 2023 thru August 31, 2024 for all Raymond Central sites (Ceresco, Valparaiso, High School, Bus Barn).

Ceresco Elementary School (1,500 gallon)  
Valparaiso Elementary School (1,000 gallon)  
Jr-Sr High School Bus Barn (1,000 gallon)  
Jr-Sr High School East Tank (18,000 gallon)

BID\* \$ 1.23

\*Please note that the bid for propane should include a comprehensive safety check.

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

Date 7/5/23

Contact Person Roger Kempels

Name of Business FARMERS Cooperative

Address 1415 N 64th

City, State, Zip BEATRICE, NE 68310

Phone Number 402-223-3221

Fax Number \_\_\_\_\_

Signature Adam Lorenz

Please complete and return to my office by Monday, July 10. If you have any questions, please feel free to call me at 402-785-2615.

**RAYMOND CENTRAL PUBLIC SCHOOLS  
2023-2024 PROPANE QUOTE**

The following bid is for propane tanks to be filled for one year beginning September 1, 2023 thru August 31, 2024 for all Raymond Central sites (Ceresco, Valparaiso, High School, Bus Barn).

Ceresco Elementary School (1,500 gallon)  
Valparaiso Elementary School (1,000 gallon)  
Jr-Sr High School Bus Barn (1,000 gallon)  
Jr-Sr High School East Tank (18,000 gallon)

BID\*

\$ 1.09

\*Please note that the bid for propane should include a comprehensive safety check.

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

Date 7-10-2023  
Contact Person Randy Birchem  
Name of Business Frontier Cooperative  
Address 3333 Landmark Circle  
City, State, Zip Lincoln, NE, 68504  
Phone Number 402-910-8251  
Fax Number \_\_\_\_\_  
Signature Randy Birchem V.P. of Energy

Please complete and return to my office by Monday, July 10. If you have any questions, please feel free to call me at 402-785-2615.

Thank you,

Lynn Johnson, Superintendent  
Raymond Central Public Schools  
1800 W Agnew Road  
Raymond, NE 68428

**RAYMOND CENTRAL PUBLIC SCHOOLS  
2023-2024 PROPANE QUOTE**

The following bid is for propane tanks to be filled for one year beginning September 1, 2023 thru August 31, 2024 for all Raymond Central sites (Ceresco, Valparaiso, High School, Bus Barn).

Ceresco Elementary School (1,500 gallon)  
Valparaiso Elementary School (1,000 gallon)  
Jr-Sr High School Bus Barn (1,000 gallon)  
Jr-Sr High School East Tank (18,000 gallon)

BID\* \$0.999

\*Please note that the bid for propane should include a comprehensive safety check.

Comments: This bid will include all regulator checks and leak checks at all locations.

Date 07/10/2023

Contact Person Jessica Schwarting

Name of Business Otte Oil & Propane, Inc

Address 3435 Maple St PO Box 38

City, State, Zip Davey, NE 68336

Phone Number 402-785-2365

Fax Number 402-785-2024

Signature *Jessica Schwarting*

Please complete and return to my office by Monday, July 10. If you have any questions, please feel free to call me at 402-785-2615.

Thank you,

Lynn Johnson, Superintendent  
Raymond Central Public Schools  
1800 W Agnew Road  
Raymond, NE 68428

## Propane Bid History

	Farmers Coop Roger K 402-641-3863 rkreifels@farmersco-operative.com	Frontier Coop Randy B 402-910-8251 randy.birchem@frontiercooperative.com	Otte Oil Jake 785-2365 jessica@otteoil.com
2023-24	1.230	1.090	0.999
2022-23	1.665	1.749	1.679
2021-22	1.440	1.400	1.389
2020-21	0.919	0.850	0.819
2019-20	1.010	0.949	0.939
2018-19	0.990	0.909	x
2017-18	0.930	0.939	0.939
2016-17	0.780	0.900	0.780
2015-16	0.900	1.099	0.940
2014-15	1.500	1.499	1.549
2013-14	1.040	1.269	1.250
2012-13	1.040	1.329	1.389
2011-12	1.789	1.799	1.879

Discuss, Consider and Take Necessary Action to accept upon review Parental-Community Involvement in Schools Policy 6400 and Student Fee Policy 5416

Student Fees Policy 5416 and Parent-Community Involvement in Schools Policy 6400 were reviewed with no changes.

<b>Elementary Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
K-5 Technology Fee	For utilization of technology devices	\$20.00
Physical Education classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art classes and special projects or events	Appropriate clothing (non-specialized attire)	Old shirt for painting; other clothing which may get paint on it or otherwise be damaged.
Music-Optional band Courses	Musical instruments	Musical instruments and accessories (reeds, valve oil, drum sticks, lyres, flip folders, slide grease, reed guards, cleaning swabs, mouthpiece brushes, pad savers, ligatures, and a "gig bag", etc.) Limited instruments available for use by any student.
Music Honor Choir	Coordinating group attire	TBD
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 \$5.00 per student for each field trip to defray costs. (With administrative approval, the requested donation may be up to \$100.00 for special field trips.) Meals on field trips will be at the expense of the student. School lunches will be provided as needed for free-reduced lunch eligible students.
Summer school courses	Classes offered during the summer, or at night, if any	\$25.00 to \$200.00 per class.
Copies	Use of school copiers (except for one copy of the student file, which will be provided without charge).	Ten cents (\$0.10) per page when charges apply.
<b>6-12 Program</b>	<b>General Description of Fee or Material</b>	<b>\$ Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
6-12 Technology Fee	For utilization of technology devices	\$20.00
Physical Education Classes	Appropriate clothing (non-specialized attire)	Tennis shoes and white socks, running shorts, T-shirt
Art Classes, Science Classes, and FCS 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.

Art Class Beginning	Art Supplies	\$10.00/Semester
Art Class Advanced	Art Supplies	\$15.00/Semester
Art Independent Study	Art Supplies	\$15.00/Semester
Ceramics	Materials for projects	\$25.00/Semester
Digital Photography	Materials for projects	\$20.00/Semester
Foods I/Textiles/Culinary I&II	Materials for projects	\$25.00/Semester
Drama Class		\$10.00
Competitive Speech Class		\$25.00/Semester
Agriculture and Industrial Technology Classes		
Ag Ed Labs	Supplies	\$20.00/Semester
Crop & Food Science	Supplies and materials	\$15.00/Semester
Horticulture/Plant Science	Seed and materials	\$15.00/Semester
Metal Fabrication	Metal and materials	\$25.00/Semester
Welding	Metal and materials	\$30.00/Semester
Industrial Tech Labs	Wood and other materials	\$30.00/Semester
Introduction to Construction	OSHA Fee and materials	\$45.00/Semester
Construction Projects	Wood and materials	\$30.00/Semester but may vary based on individual projects up to \$120.00
Autobody Class	Equipment	\$30.00/Semester
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.
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.
College Now	Tuition and fees for college courses taken for credit	Any postsecondary education costs are to be paid directly by students to the college.
Dual Credit-Secondary Education Classes taught by Raymond Central Staff	Tuition and fees for college courses taken for credit	\$ xx Tuition \$ xx Book Fee Payments will be made prior to the start of the course.
End of year lost or damaged books	Damage fee or replacement cost	Fees and fines up to \$5.00 for damaged books. Lost books or ruined books are charged replacement cost.
Yearbooks - Optional	School Book	Yearbooks are published and made available for purchase every year. Cost is generally \$50.00.
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	\$50.00 to \$200.00 per class
Locker usage	Use of school locker	Student will be responsible for replacement or repair cost to damaged locker.
<b>Extracurricular &amp; Athletic Programs</b>	<b>General Description of Fee or Material</b>	<b>Dollar Amount of Fee (Anticipated or Maximum) or Specific Material Required</b>
Activity Fee for participants grades 7-12	Participation fee will also cover admission to events	\$40.00/annually for anyone participating in the following activities: Baseball, Softball, JH&SH Basketball, JH&SH Cross Country, JH&SH Football, JH&SH Track, JH&SH Volleyball, JH&SH Wrestling, Soccer, Cheerleading, Dance Team, JH&SH Speech & Debate, Competitive Drama (One Act)
Athletic Physicals	NSAA required athletic physicals	Cost varies; payable directly to student's physician or clinic.
Equipment and attire	<p>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.</p> <p>Basketball Football Speech Golf Track Volleyball Wrestling Baseball Cheer/Dance</p>	<p>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, towels, forearm pads and personal medical devices (braces, orthopedic inserts, etc.). Additional required items for particular sports or activities include:</p> <p>No additional No additional Dress attire; copies of research Golf bag &amp; clubs No additional Kneepads Headgear Hat &amp; glove Shoes, approved uniforms (top &amp; skirt; jacket), poms and other accessories up to \$1,200.00</p>
Camps and clinics Travel meals Locker use	Registration and other costs of camps/clinics. Equipment and attire.	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.
Travel meals Locker use	Meals Padlock for locker	

Marching Band and Musical Groups (optional)	Band Dry Cleaning Band Repair/Rental	\$11.00 \$50.00 Students will be responsible for supplying their own musical instruments and accessories and for their own uniforms. Uniforms for the marching band will be supplied by the school.
Choir Class	Dry Cleaning Robes	\$12.00
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 \$325.00.
<b>Clubs/Organizations</b>  All organizations FFA FBLA Spanish Club Mock Trial SkillsUSA	State & National dues, meals and activities. Clothing/camps	Annual dues not to exceed \$50.00 per club.  \$25.00 \$25.00 \$8.00 \$10.00 \$25.00
Dance Squad	Admission to events	\$10.00 per play or activity
Social & Recognition Activities	Admission to prom, homecoming, etc.	Up to \$25.00 per event
Class dues		Each of the six secondary classes may assess its members an amount not to exceed \$50.
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
Trips	Transportation, lodging, meals, admission to events, etc.	For the extracurricular and options trip - students are responsible for costs of school sponsored trips where the trip is an extracurricular activity. The maximum costs of such trips will be \$2,000.00 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 if: it is not supervised or administered by the school, attendance on the trip does not count towards graduation credit or grade advancement, and participation on the trip is voluntary for students.
* Cooperative Programs		Fees are established by the host school and paid to the host school.

### **Student Fees Policy**

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

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

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

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

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

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

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

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

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

4. Extracurricular Activities-Fees for participation. Any fees for participation in extracurricular activities are further specified in Appendix "1." Admission fees are charged for extracurricular activities and events.
5. Postsecondary Education Costs. Students are responsible for postsecondary education costs. The phrase "postsecondary education costs" means tuition and other fees only associated with obtaining credit from a postsecondary educational institution. For a course in which students receive high school credit and for which the student may also receive postsecondary education credit, the course shall be offered without charge for tuition, transportation, books, or other fees, except tuition and other fees associated with obtaining credits from a postsecondary educational institution.
6. Transportation Costs. Students are responsible for fees established for transportation services provided by the District as and to the extent permitted by federal and state laws and regulations.
7. Copies of Student Files or Records. The Superintendent or the Superintendent's designee shall establish a schedule of fees representing a reasonable cost of reproduction for copies of a student's files or records for the parents or guardians of such student. A parent, guardian or student who requests copies of files or records shall be responsible for the cost of copies reproduced in accordance with such fee schedule. The imposition of a fee shall not be used to prevent parents of students from exercising their right to inspect and review the students' files or records and no fee shall be charged to search for or retrieve any student's files or records. The fee schedule shall permit one copy of the requested records be provided for or on behalf of the student without charge and shall allow duplicate copies to be provided without charge to the extent required by federal or state laws or regulations.
8. Participation in Before-and-After-School or Pre-kindergarten Services. Students are responsible for fees required for participation in before-and-after-school or pre-kindergarten services offered by the District, except to the extent such services are required to be provided without cost.
9. Participation in Summer School or Night School. Students are responsible for fees required for participation in summer school or night school. Students are also responsible for correspondence courses.
10. Breakfast and Lunch programs. Students shall be responsible for items which students purchase from the District's breakfast and lunch programs. The cost of items to be sold to students shall be consistent with applicable federal and state laws and regulations. Students are also responsible for the cost of food, beverages, and personal or consumable items which the students purchase from the District or at school, whether from a "school store," a vending machine, a booster club or parent group sale, a book order club, or the like. Students may be required to bring money or food for field trip lunches and similar activities.
11. Waiver Request Form. The District's policy is to provide fee waivers in accordance with the Public Elementary and Secondary Student Fee Authorization Act. Students who qualify for free or reduced-price lunches under United States Department of Agriculture child nutrition programs shall be provided a fee waiver or be provided the necessary materials or equipment without charge for: (1) participation in extracurricular activities and (2) use of a musical instrument in optional music courses that are not extracurricular activities. Participation in a free-lunch program or reduced-price lunch program is not required to qualify for free or reduced price lunches for purposes of this section. Students or their parents must request a fee waiver prior to participating in or attending the activity, and prior to purchase of the materials.

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

### **CERTIFICATION**

On the 12<sup>th</sup> day of July, 2023, the school board held a public hearing at a meeting of the school board on a proposed student fee policy. Such public hearing followed a review of the amount of money collected from students pursuant to, and the use of waivers provided in, the student fee policy for the preceding school year. The foregoing student fee policy was adopted after such public hearing by a majority vote of the school board at an open public meeting in compliance with the public meetings in compliance with the public meetings laws.

---

Superintendent or Other Authorized School Official

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

Date of Adoption: June 21, 2010  
Date of Revision: July 8, 2019  
Reviewed with No Changes: July 12, 2023

**Parental/Community Involvement in Schools**

Lancaster County School District No. 55-0161 a/k/a Raymond Central Public Schools, after having conducted a public hearing concerning parental involvement and participation, declares that it shall be the policy of the District:

1. In the event any parent has a complaint or objection to textbooks, tests, curriculum materials, and any other instructional materials, the parent may request a personal conference with the parent and appropriate school personnel to discuss such concerns as the superintendent or designee may deem appropriate. The Superintendent or designee shall prepare a complaint form which may be used by a parent to express objections to any such instructional material. Such complaint forms shall seek information including, but not limited to, the specific instructional material complained of, the reason for the complaint, and a proposed resolution of the complaint by the parent.
2. Upon reasonable advance request a parent will be permitted to attend and monitor courses, assemblies, counseling sessions, and other instructional activities unless the school determines that such attendance would substantially interfere with a legitimate school interest, which includes the interests of the parent's child, other students, and the educational staff.
3. Parents are encouraged to communicate to school staff when the parent believes it to be appropriate for their child to be excused from testing, classroom instruction, and other school experiences that the parent finds objectionable. The Superintendent or designee shall make a provision on the complaint form hereinabove referenced for receiving information from a parent concerning what specific testing, classroom instruction, or other school experience the parent finds objectionable, the basis for the parent's objection and a proposed solution for dealing with the objection that would be satisfactory to the parent and consistent with the mission of the District and legitimate school interests.
4. Upon request of a parent, the District will provide access to the education records of their child consistent with applicable law. Access will be provided during regular business hours of the school.
5. The District will notify parents when their child may be subjected to a standard norm referenced or criterion referenced test or standard tests such as but not limited to the Iowa Test of Basic Skills or the California Achievement Test. When reasonable to do so or required by law the parents will be notified of where a sample of such test might be observed and the date upon which such test will be administered. As to all testing by the District, experimental evaluation methodologies, experimental testing instruments and any testing instrument which would tend to inquire into the values, beliefs, or privacy rights of any student, or parent or guardian of such student shall be prohibited unless a parent requests in writing that such tests be administered to their child.
6. Prior to any school sponsored survey being administered to the students of the District, it shall be the responsibility of the Superintendent or designee to notify the parent or parents of each student involved in the survey of the nature of the survey, the date and time when such survey shall be administered, and the purpose for which and the uses of which survey exist from the school's perspective.
7. As a general matter substantive decision-making processes will be left to the judgment of the professional staff, administration and the Board of Education, subject to an effort to receive information from parents as to any concerns, objections, or other information such parents would wish to provide to the school district concerning a parent's access, involvement, and participation in activities of the school.

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

Date of Adoption: May 18, 2009  
Date of Revision: June 14, 2021  
Reviewed with No Changes: July 12, 2023

Discuss, Consider and Take Necessary Action to Approve Annual Policy Updates

Motion by Burklund, second by Benes to approve the following required annual policy updates: 1101--Use of School Facilities: Student Groups; 5004--Full-time and Part-time Enrollment & Policy 5103--Extracurricular Activity Discipline; 5006/a--Option Enrollment & Resolution; 5101--Student Discipline; 5102--Alternative Education; 5205--Graduation; 6212--Assessments-Academic Content Standards; 6215--Collection of Information Relating to Dyslexia; 6284--Initiations, Hazing, Secret Clubs and Outside Organizations; 6600--Special Education; 6700--Firearm Policy; 6921--Seizure Safe Schools; 6930--Behavioral Points of Contact; and 8130--Annual Organizational Meeting. RCV 5-0. Motion carried.

Motion by Benes, second by Lange to approve updated Narcan Policy 5602 with shorter version presented by legal counsel. RCV 5-0. Motion carried.

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



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

Of Counsel  
Thomas M. Haase

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

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

## MEMORANDUM

To: Ted DeTurk, ESU 2 Administrator  
From: Perry Law Firm  
Date: June 5, 2023  
RE: School District Annual Policy Service Update

---

### A. REQUIRED POLICY UPDATES

1. **Policy 1101 - Use of School Facilities: Student Groups**– LB 805 was amended into Section 126 of LB 705. LB 805 requires schools to allow designated youth organizations the opportunity to provide information to students at school. The update to Policy 1101 incorporates these new requirements.

2. **Policy 5004 – Full-time and Part-time Enrollment & Policy 5103 – Extracurricular Activity Discipline** – LB 705 revised the part-time enrollment and extracurricular activity eligibility laws. Generally, part-time students now have more flexibility to participate in the public school district’s extracurricular activity program. The updates to 5004 and 5103 incorporate these new changes.

3. **Policy 5006, Resolution, and Sample Letter** – Sections 55 through 57 of LB 705 revamp Nebraska’s option enrollment laws for special education students. Under these new laws, a District generally cannot declare its entire special education program to be at capacity. Instead, a District must review and assess an option student’s needs on a case-by-case basis and make an individualized determination of whether the District has the capacity to provide the needed services or accommodations to that student. The updates to Policy 5006, the Capacity Resolution, and Sample Letter reflect these updates. Boards should plan to include these new changes when reviewing and approving the capacity resolutions for option students. LB 705 requires the Resolution be adopted by October 15th of each school year. In addition, two main areas of Policy 5006 are highlighted to draw attention to optional parts of the Policy. If your Board wants to keep or alter one (or neither) optional provision, you can remove or alter the other (or both) optional provisions.

**4. Policy 5101 – Student Discipline** – LB 705 includes a number of significant changes to Nebraska’s Student Discipline Act, including:

- A. No pre-kindergarten through second grade student may be suspended from school, unless they bring a deadly weapon to school, in a school vehicle, or to a school activity;
- B. Students cannot be compelled to attend an alternative education program to complete homework or coursework;
- C. Shorter timeframes for the administration’s investigation of alleged student misconduct; and
- D. Significant changes to the expulsion/long-term appeal process (which does not need to be in formal board policy but will require administrators to learn these new rules for the 2023-2024 school year).

**5. Policy 5102 – Alternative Education** – LB 705 revised the alternative education requirements for expelled students. The update to Policy 5102 incorporates these new changes.

**6. Policy 5205 – Graduation** – Prior to this session, the Legislature enacted LB 452 and LB 1112 that required financial literacy coursework prior to a student’s graduation. These requirements become effective during the 2023-2024 school year, so Policy 5025 has been updated to reflect the new financial literacy requirement.

**7. Policy 6212 – Assessments—Academic Content Standards** – The State Board of Education has updated Language Arts and Mathematics content standards. The updated Policy reflects the accurate dates of the new content standards.

**8. Policy 6215 – Collection of Information Relating to Dyslexia**– This session, LB 298 was signed into law. LB 298 requires public school districts to submit information about student dyslexia to NDE. NDE will collect that data and provide a report to the Legislature about dyslexia in public schools. This data must be provided to NDE by July 1st each year. To ensure that the Board complies with this new reporting requirement, we have added Policy 5602.

**9. Policy 6284 - Initiations, Hazing, Secret Clubs and Outside Organizations** – LB 705 (via LB 805) repealed Neb. Rev. Stat. § 79-2,103. This statutory reference has been removed from Policy 6284.

**10. Policy 6600 – Special Education** – There are several updates to the general special education policy to conform with recent developments and interpretations about special education law and a public school’s obligations.

**11. Policy 6700 – Firearm Policy** – LB 77 was one of the first bills signed into law this session. LB 77 expanded conceal carry rights but still prohibits concealed firearms on school grounds. The update to Policy 6700 clarifies that concealed firearms cannot lawfully be possessed on school grounds, with limited exceptions. Schools may (but are not legally required to) also choose to post notices at school to alert members of the public that concealed firearms are not permitted on school property.

**12. Policy 6921 – Seizure Safe Schools** – Last year, LB 639 required schools to develop plans for students with seizure disorders. This past 2022-2023 school year has resulted in confusion about who needs to be trained and how staff need to comply with the law. To ensure the Board is in compliance with the Seizure Safe Schools Act, we recommend adopting Policy 6921.

**13. Policy 6930 – Behavioral Points of Contact** – Last year, LB 852 passed to require schools to designate behavioral points of contact. To ensure compliance with this law, Policy 6930 confirms the District’s obligations in policy. In addition, Section 4 of LB 705 from this session slightly modifies these requirements. Note that LB 705 also requires behavioral awareness points of contact are required to be listed on the school’s website and in the student handbook.

**14. Policy 8130 – Annual Organizational Meeting** – Neb. Rev. Stat. §§ 576, 577, and 578 require the Board to appoint a secretary. These statutes also identify the secretary’s duties and responsibilities. In some districts, the appointment of the board secretary has differed from the appointment of the recording secretary (the person who takes notes). To avoid this confusion, we have clarified this potential distinction in Policy 8130.

## **B. OPTIONAL POLICY AND/OR HANDBOOK UPDATES**

**1. Policy 4171 – Resignation of Certificated Employees** – With the ongoing teacher shortage, more and more school boards look to hold teachers to their contracts. Under state statute, a certificated employee cannot simultaneously be under multiple contracts with different districts. State law also allows a district to impose a deadline for certificated employees to indicate their intent to return to work for the district. However, not all districts have been as diligent as they should about establishing these deadlines or clearly articulating the process for certificated employees to request a release from their contract. As a result, to better clarify the district’s position on requests for releases, we recommend adopting Policy 4171.

**2. Policy 5602 – Naloxone** – Some schools have begun storing Naloxone (Narcan) in their school buildings. A sample policy is provided if your Board would like to formally approve allowing Naloxone in schools.

**3. Policy 6288 – Artificial Intelligence** – The use of artificial intelligence (like ChatGPT) is certainly on the rise. School boards have the option to adopt a policy to specifically address how students may incorporate artificial intelligence without violating the District’s plagiarism rules.

**4. Telehealth Appointments at School.** This past year, a number of school districts fielded requests from parents to allow their student to be excused from class to participate in a private telehealth/teletherapy appointment at school. In these situations, schools have the discretion to allow (or not) these appointments at school during the school day. On the one hand, these appointments may allow similar to doctor visits where a student would be excused. On the other hand, questions about supervision, parent involvement, and other privacy concerns may disfavor allowing these private sessions at school. There is no legal requirement that a school have a policy on this issue, but it is worth thinking through how your district will respond to and handle these requests. At a minimum, if your district plans to allow these private appointments at school, you should secure a written consent form from the student's parents or guardians.

**5. Name, Image, and Likeness Rulings.** Effective February 27, 2023, the NSAA implemented Approved Rulings to outline NSAA's NIL rules for Nebraska student-athletes. Given how fluid the NIL landscape continues to be, and the fact that NSAA Approved Rulings are traditionally not included in School Board Policy, we have not added a NIL Policy to our policy updates. Nonetheless, Activities Directors, Coaches, and students should be aware of these Rulings to ensure compliance with these NIL requirements.

**6. Banning Cell Phones in Classrooms.** Multiple school districts have reached out to inquire about any handbook or policy language to ban cellphones in classrooms. To be clear: prohibiting cell phones in classrooms is a lawful option for schools to consider. However, there have been practical issues in some districts in defining a "cell phone." For instance, are smartwatches covered? Are all cell phones prohibited or just smartphones? Will tablets or other gaming devices also be banned? It can be difficult for administrators to make these determinations without clear direction in the student handbook or policy. We are happy to work with your district on a "no cell phone" rule, though this type of rule generally needs to be carefully planned and crafted to address the specific goal of eliminating distractions during class time.

**7. Book Challenges.** Every District should have a Board Policy to address challenges to (1) materials in the curriculum; and (2) materials in the library. In light of the increasing book challenges, boards should review their policies this summer to ensure that they are comfortable with their processes during this upcoming school year. In particular, the District needs to follow its policy when considering the removal of a challenged book to avoid future legal troubles. This continues to be difficult issue for school boards, who, on the one hand, have been sued for refusing to remove books and, on the other hand, have been publicly admonished by the Office of Civil Rights for removing books.<sup>1</sup> In the end, the best approach is to ensure that Board Policy outlines a prudent approach to book challenges and to follow that Policy carefully.

---

<sup>1</sup> "U.S. Department of Education's Office for Civil Rights Resolves Investigation of the Removal of Library Books in Forsyth County Schools in Georgia," <https://www.ed.gov/news/press-releases/us-department-educations-office-civil-rights-resolves-investigation-removal-library-books-forsyth-county-schools-georgia>

**8. Flags and Displays in Classrooms.** School districts in other parts of the country received increased notoriety for situations involving teachers displaying controversial flags or other displays in their classrooms. As a general rule, staff do not have a First Amendment right to express their personal political opinions as a school employee. However, if the school allows one political viewpoint in the classroom, then the school must usually allow the other “side” of the issue. This came to a head in a different state, where one teacher displayed a “Blue Lives Matter” flag in protest of other teachers hanging “Black Lives Matter” flags in their classrooms. If your district would rather avoid flags or political displays entirely, you could adopt a policy or staff handbook rule that limits displays to specified criteria, such as those directly related to the curriculum, the American Flag, and so forth.

**9. Coffee Act Policy.** Neb. Rev. Stat. § 13-2203 allows school boards to expend public funds for “plaques, certificates of achievement, or items of value awarded to elected or appointed officials, employees, or volunteers, including persons serving on local government boards,” so long as the board adopts a policy that “sets a dollar limit on the value of any plaque, certificate of achievement, or item of value to be awarded.” This amount cannot be amended more than once in any twelve-month span. Most Board Policies list \$50.00 as their District’s “amount.” With inflation and the increasing cost of goods, Boards may want to consider increasing this amount as part of their policy updates. (There is no minimum or maximum amount listed in statute.)

**10. Employee Relationships.** Several unfortunate personnel matters this year involved supervisor-subordinate relationships in the workplace. In most of these cases, the relationship was not disclosed until the relationship ended and the subordinate reported harassment and/or retaliation by their supervisor. In light of these instances, it would be worth discussing whether your board should adopt a policy or provision in the staff handbook that requires supervisors to disclose relationships to the Superintendent or, in the case of the Superintendent, the Board of Education. The requirement to disclose relationships can, of course, be a very sensitive subject, especially in smaller districts.

## C. OTHER CONSIDERATIONS

**1. New FLSA and FMLA Posters.** In April 2023, the United States Department of Labor updated both the FLSA and FMLA posters. Copies of the new posters are attached. Current FLSA and FMLA posters should be replaced with these updated versions. If a copy of either poster is included in your staff handbook, you will want to update your handbook to reflect the new posters.

**2. New EEOC Poster.** Earlier this year, the EEOC updated its mandatory “Know Your Rights” poster. Schools should replace their current poster with this attached, updated version.

**3. Future Student Dress Code Changes.** LB 298 (signed into law this session) includes future changes to school dress codes. As background, the ACLU released a “report” earlier this school year criticizing school dress codes.<sup>2</sup> That “report” evidently generated interest in the Legislature about the need for schools to review and update their dress codes. In response, the Legislature, via LB 298, required NDE to prepare and, by December 1, 2024, distribute a “model” dress code and grooming policy. Every public school district then has until July 1, 2025 to adopt a dress code and grooming policy (based on NDE’s “model” policy) to be effective during the 2025-2026 school year. As a result, there is no student dress code policy update at this time, but there will be in the coming years. Boards may still want to review their dress code to see if it needs updating before the 2023-2024 school year.

**4. LB 705.** LB 705 passed this session as the Education Committee’s “Christmas Tree” bill because LB 705 incorporated roughly 24 other bills. Governor Pillen signed LB 705 into law on June 1, 2023. LB 705 includes several required policy updates (as noted above) this year and will require future policy updates. Other legal considerations from LB 705 include the following:

A. Beginning in the 2026-2027 school year, each administrator, teacher, paraprofessional, school nurse, and counselor must receive “behavioral awareness training” at least once every three years. (LB 705, § 3).

B. By January 15th of each school fiscal year, school districts may apply for a larger reimbursement from the State for special education expenses. (LB 705, § 41)

C. School districts are “encouraged” to adopt “policies incentivizing teacher recruitment and retention” similar to the new Teacher Recruitment and Retention Act. It is not clear what those policies would look like, and any such policy would need to be tailored to avoid violating the applicable negotiated agreement. (LB 705, § 47).

D. Create a competitive grant program to help schools fund security-related infrastructure projects, such as surveillance equipment, door-locking systems, and double-entry doors for school buildings. (LB 705, § 124).

E. The computer science and technology requirements were delayed, and additional flexibility was granted to schools to structure this requirement. (LB 705, § 101).

F. Additional flexibility for individuals to obtain a temporary teaching certificate. (LB 705, § 88).

G. Beginning in the 2024-2025 school year, all students must complete the FAFSA to graduate high school, with several exceptions. (LB 705, § 79).

---

<sup>2</sup> <https://www.aclunebraska.org/en/grading-nebraskas-dress-codes>.

H. A repeal of the textbook loan program for school districts. Instead, beginning July 1, 2024, NDE will take over this program. (LB 705, § 80).

I. By August 1, 2025, each school district must adopt a policy relating to behavioral intervention, behavioral management, classroom management, and removal of a student from a classroom. (LB 705, § 78).

J. During the 2023-2024 school year, every school employee who interacts with students must receive at least one hour of “behavioral and mental health training with a focus on suicide awareness and prevention training each year.” (LB 705, § 77).

**5. Title IX Regulations.** The United States Department of Education previously anticipated releasing new, proposed Title IX regulations this spring. However, the Department recently announced that the proposed regulations would not become public until this fall. As a result, no changes to Title IX-related policies are required at this time. Depending on the content of the new regulations, there may be updates next year.

**6. NDE Rule 23 Repeal.** In May 2023, Governor Pillen signed the official repeal of NDE Rule 23. Rule 23 generally required new teachers to pass a basic skills assessment before obtaining their teaching certificate. It does not appear that the repeal of Rule 23 will directly apply to any local school board policies, but we wanted to bring this to your attention.

**7. Written Procedures for Foster Care Students.** During recent audits, NDE has asked for written procedures for the transportation of foster care students. The Every Student Succeeds Act requires these procedures. This summer would be a good time to review your procedures to make sure they are accurate.

**8. Federal Pregnancy Laws.** The recently passed federal omnibus funding bill contains two new employment laws, including:

(A) Pregnant Workers Fairness Act. The Act requires employers to provide reasonable accommodations for pregnancy/childbirth-related limitations.

Nebraska’s nondiscrimination laws already include protections, so the PWFA does not add any significant changes for Nebraska schools. (See Nebraska law 48-1102 ("Reasonable accommodation, with respect to pregnancy, childbirth, or related medical conditions, shall include acquisition of equipment for sitting, more frequent or longer breaks, periodic rest, assistance with manual labor, job restructuring, light-duty assignments, modified work schedules, temporary transfers to less strenuous or hazardous work, time off to recover from childbirth...")).

(B) “Providing Urgent Maternal Protections for Nursing Mothers Act” (or the “PUMP for Nursing Mothers Act.”) The FLSA was amended in 2010 to require employers to provide reasonable break time as needed and a private place, other than a bathroom, for nursing mothers to express breast milk for one year following a child’s birth. 29 U.S.C. § 207. This requirement, however, applied only to non-exempt employees. The PUMP Act expands the breastfeeding accommodations to include exempt, as well as non-exempt, employees.

Nebraska law 20-170 gives mothers the right to express milk wherever they want, and Nebraska law 48-1102 requires employers to give employees "break time and appropriate facilities for breast-feeding or expressing breast milk." As a result, the PUMP Act will also not result in a significant change for Nebraska schools.

**9. Executive Order on Broadband Security.** On February 22, 2023, Governor Pillen signed an Executive Order to prohibit the State from contracting or funding any program that generally uses any equipment or services on the Federal Communications Commission’s “Covered List.” The Governor’s stated intent behind the Executive Order was to prevent the State of Nebraska and its contractors from using equipment and services under the control of the Chinese Communist Party. It would be worthwhile for school district’s technology departments to investigate this summer whether any of the school’s equipment or services falls under the Covered List, and whether those services or equipment need to be discarded or replaced under the Executive Order.

**10. LB 583.** The Governor signed LB 583 into law on May 31st. Section 10 of LB 583 requires that, beginning in the 2023-2024 school year, every school district to submit a report to NDE that includes: (1) “the amount by which the school district reduced its property tax request for such school fiscal year, if any such reduction occurred;” and (2) “other information as required by the department.” The text of LB 583 does not specify what “other information” will be required, nor does the new law specify the deadline for submitting this report.

**11. LB 644 (the “Postcard Bill”) Updates.** Last year, LB 644 became effective and caused significant confusion. Of note, the new law was not interpreted consistently across counties, there were practical issues with printing the correct information on the postcards, and practical issues arose with LB 644’s tight timing requirements. After this first year, some in the Legislature promised to address these concerns. LB 529 (merged into LB 727—another “Christmas Tree” bill) made an effort to address some of these problems. It is not clear how the new state funding model will affect the need for LB 644 hearings moving forward (especially after this first year), but Section 49 of LB 727 incorporates the following changes to the postcard hearing process:

- A. Amounts levied to pay bond payments are not included in the calculation of levy increase;
- B. At least one elected official must attend the joint public hearing. A designated representative (such as the Superintendent) may also attend and provide information.
- C. A quorum of the board attending the joint public hearing does not constitute a “meeting” under the Open Meetings Act.

**12. Open Meetings Act Poster.** There do not appear to be any changes to the Open Meetings Act this year. However, as a reminder, the Open Meetings Act requires “the current version of the Open Meetings Act” be available during board meetings. The Open Meetings Act was last updated in 2022. This would be a good time to make sure that your poster contains the current version of the Open Meetings Act.

**13. Required Annual Hearings.** One common question we receive every summer relates to the legally required hearings that the Board of Education needs to hold annually. Per the statutes identified below, a school board is required to review or hold a hearing on the following each year:

- A. Parental Involvement Policy (§ 79-533);
- B. Parental and Family Involvement Policy (Title 1) (ESSA);
- C. Bullying Policy (§ 79-2,137);
- D. Attendance Policy (§ 79-209);
- E. Multicultural Policy (§ 79-721);
- F. Student Discipline Policy (and what will be referred to the law enforcement) (§ 79-262); and
- G. Committee on American Civics (not necessarily a full board hearing, but at least two public meetings must occur annually, with at least one allowing public testimony) (§ 79-724).

The summer months are a great time to hold these required hearings.

As always, please let us know if you have any questions or concerns.

Community RelationsUse of School Facilities: Student Groups

1. Access by Youth Organizations. The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A “recognized youth organization” is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual’s background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.

~~1.2.~~ Equal Access to Student Groups. In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

2.3. Equal Access to Outside Groups Meeting at School. If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall make that opportunity available to other similarly situated groups. The administration shall in all respects maintain the District in compliance with the Equal Access Act.

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)  
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34  
CFR Part 108  
LB 705, § 126.

Date of Adoption: [Insert Date]

**Use of School Facilities: Student Groups**

1. **Access by Youth Organizations.** The District will allow, upon request, a representative of a recognized youth organization to provide: (1) oral or written information to students regarding the youth organization and how such youth organization furthers the educational interests and civic involvement of students in a manner consistent with good citizenship; and (2) services and activities to any student who is a member of such youth organization. A “recognized youth organization” is limited to those group listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual’s background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this Paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.
  
2. **Equal Access to Student Groups.** In the event any of the secondary schools (grades 6-12) have a limited open forum as defined in the Equal Access Act, such school(s) shall not deny equal access or a fair opportunity to, or discriminate against, any students who wish to conduct a meeting within that limited open forum on the basis of the religious, political, philosophical, or other content of the speech at such meetings. A limited open forum for this purpose exists if the secondary school grants an offering to or opportunity for one or more non-curriculum related student groups to meet on school premises during noninstructional time.

All such student meetings at school are subject to the following requirements:

- a. the meeting must be voluntary and student-initiated;
- b. there must be no sponsorship of the meeting by the school or its agents or employees;
- c. employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- d. the meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- e. non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

The administration shall in all respects maintain the District in compliance with the Equal Access Act.

3. **Equal Access to Outside Groups Meeting at School.** If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall make that opportunity available to other similarly situated groups. The administration shall in all respects maintain the District in compliance with the Equal Access Act.

Legal Reference: 20 U.S.C. Section 4071-4074 (Equal Access Act)  
20 U.S.C. Sec. 7905 (Boy Scouts of America Equal Access Act) & 34 CFR Part 108  
LB 705, § 126.

Date of Adoption: [Insert Date]

**Resignation of Certificated Employees**

Certificated employees are encouraged to notify their immediate supervisor of their plans to resign as soon as practicable. The Board of Education will generally accept all tendered resignations, effective at the end of the current school year, submitted prior to March 15th.

The Board delegates to the Superintendent the authority to formally ask certificated employees in writing whether they intend to accept employment with the District for the following school year. The Superintendent shall give employees a deadline to respond to such requests, so long as the deadline occurs after March 14th. Any employee who fails to respond or declines to accept employment for the following school year may be terminated from employment if they refuse to resign.

The Superintendent is further authorized to file a complaint with the Professional Practices Commission for any teacher who abrogates their contract with the District.

Notwithstanding anything to the contrary herein, the Board is not obligated to accept or reject any tendered resignation if the employee is involved in a disciplinary matter or for any other reason that the Board deems to be in the best interest of the District.

Legal Reference: Neb. Rev. Stat. § 79-829

Date of Adoption: [Insert Date]

## Students

### Full-time and Part-time Enrollment

#### Full-time Enrollment

Students must be enrolled in [Name] Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

#### Part-Time Enrollment of Non-Public School Students

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

- (1) The primary school for a non-public school student is the student's private, denominational, parochial or home school.
- (2) Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
- (3) Non-public school students are not to be given priority over full-time students.
- (4) Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
- (5) Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

A. Non-Public School Student Enrollment Application Procedures.

1. Application. Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. Deadline for Applications. The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.
  - a. Change of Residence Exception: The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. High School Course Exception: The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. Action on Applications. The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
4. Appeals. The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
5. Annual Applications. Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.

B. Non-Public School Student Admission

1. Admission Requirements. Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
2. Admission Process. Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.

C. Non-Public School Student Enrollment Standards

1. Maximum Enrollment. Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
2. Capacity Limits. Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes ~~shall will not ordinarily~~ not be available for non-public school students. ~~The middle school principal and counselor shall also establish capacity limits for particular courses each semester. Students will not be permitted to enroll in courses beyond the established capacity limits.~~
3. Integrated Courses. Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other indications of adequate preparation.
4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. ~~Essential versus Non-Essential Elective Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, Non-public school students may select their courses. are not permitted to enroll in essential courses. Essential courses are those which are required to be offered by the student's private,~~

~~denominational, parochial or home school. For non-public school students attending an approved school, essential courses are: language arts, social studies, science, mathematics, vocational education, foreign language, visual and performing arts, and personal health and physical fitness. For non-public school students attending an exempt school, essential courses consist of a sequential program of instruction designed to lead to basic skills in the language arts, mathematics, science, social studies, and health. A non-public school student will not be precluded by this provision from enrolling in non-essential elective courses.~~

#### D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by

following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.

7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including attainment of minimum credits and semesters of attendance.
9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Students enrolled on a part time basis may be permitted in the discretion of the principal and athletic director to participate in extracurricular activities. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526  
LB 705, § 75  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

## **Full-time and Part-time Enrollment**

### **Full-time Enrollment**

Students must be enrolled in Raymond Central Public Schools on a full-time basis. Full-time basis is defined as attending classes for the full instructional day within the public school system.

Exceptions are permitted only for:

1. enrolled students attending another state accredited institution such as a vocational-technical school or a college or university for school credit;
2. enrolled students taking the limited number of credits needed to graduate in the school year;
3. enrolled students in need of modified school attendance as an accommodation for a disability or similar unique circumstance;
4. enrolled students receiving special education services where the student's IEP requires a modified schedule, or non-enrolled students receiving special education services or other legally mandated services required to be provided to eligible resident children under state and federal laws and regulations;
5. students from other school districts participating in programs offered by the District pursuant to an interlocal agreement or other arrangement approved by the School Board; and
6. non-public school students in accordance with the policies and procedures set forth in this policy.

### **Part-Time Enrollment of Non-Public School Students**

The School Board shall allow the part-time enrollment of students who are residents of the school district and who are also enrolled in a private, denominational, or parochial school or in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements. Such students are referred to herein as "non-public school students."

The School Board establishes the following guiding principles for enrollment of non-public school students:

1. The primary school for a non-public school student is the student's private, denominational, parochial or home school.
2. Enrollment of a non-public school student in [Name] Public Schools is allowed for the purpose of providing enhanced educational opportunities not otherwise available to the non-public school student. It is not to supplant programming of the student's primary school.
3. Non-public school students are not to be given priority over full-time students.
4. Non-public school students are to be enrolled only in programs or courses that are educationally appropriate for the student.
5. Enrollment of non-public school students is not to negatively affect the educational services to be provided to full-time students.

The School Board establishes the following specific policies and procedures for enrollment of non-public school students. In the event the specific policies and procedures require interpretation or do not fully resolve an issue, the above established guiding principles are to be considered.

#### **A. Non-Public School Student Enrollment Application Procedures.**

1. **Application.** Parent or guardian must submit an Application of Non-Public School Student for Part-Time Enrollment to the principal of the school the student desires to attend.
2. **Deadline for Applications.** The application must be received by August 1<sup>st</sup> preceding the school year the student wishes to enroll.

- a. **Change of Residence Exception:** The application deadline for a student who becomes a resident of the District after the school year has commenced is: 20 calendar days after the student becomes a resident of the District. The principal may delay enrollment until the next following quarter or semester starts, or at such other time as determined to be educationally appropriate.
  - b. **High School Course Exception:** The application deadline for a student who desires to enroll in a second semester high school course is December 1<sup>st</sup>.
3. **Action on Applications.** The principal will review the application and will notify the parent of the approval or denial of the application within 2 weeks of receipt of the application or 2 weeks prior to the start of school or 2 weeks prior to the start of the next semester, whichever is later.
  4. **Appeals.** The parent or guardian may appeal the principal's action to deny their application. Any such appeal must be submitted to the Superintendent within 14 calendar days from the date of the principal's action. The appeal shall be in writing and shall be decided on the basis of the written submission. The Superintendent may request the parent or guardian to provide further explanation or information and the appeal may be denied in the event the parent or guardian fails to fully respond on a timely basis. The Superintendent shall decide the appeal within 10 calendar days of the submission of the appeal. The Superintendent may make a decision later than the 10 days in the event good reason for delay exists. Good reason includes but is not limited to the Superintendent being unable to gather the information the Superintendent determines necessary to make the decision within the decision period.
  5. **Annual Applications.** Part-time enrollment is determined annually. Application must be made each school year. There will be no guarantee that enrollment will be continued from one year to the next.
- B. **Non-Public School Student Admission**
1. **Admission Requirements.** Students must meet the normal admission requirements. This includes the requirements that the student: be a resident of the District, be of school attendance age and not have graduated or have received a GED.
  2. **Admission Process.** Students must complete the normal enrollment process and forms required by the District and/or the building for enrollment of all children. This includes the requirements relating to: birth certificates, immunizations, physical examinations, and visual evaluations.
- C. **Non-Public School Student Enrollment Standards**
1. **Maximum Enrollment.** Students may not enroll in more than 2 middle school or high school courses during any one semester. Elementary students may not enroll in programming of greater than 90 minutes of instruction each day.
  2. **Capacity Limits.** Enrollment will ordinarily be subject to capacity limits. Any grade level, program, or course which has been determined to be at capacity for option enrollment purposes will not ordinarily not be available for non-public school students.
  3. **Integrated Courses.** Students must meet prerequisite requirements to be enrolled in a course by appropriate credits earned through an accredited program. The principal may on a discretionary basis allow prerequisite requirements to be satisfied where the student provides reasonable indications that the academic criteria have been met, such as results from achievement tests or other

indications of adequate preparation.

4. Educationally Appropriate Programs and Courses. Students will not be allowed to enroll in programs or courses which the school administration determines to not be educationally appropriate for the student. Determination of whether a program or course is educationally appropriate will be made based on the standards the District uses for making academic placement decisions.
5. Selection of Courses. Subject to Paragraphs 1 through 4 of this Paragraph C, and all other applicable provisions of this Policy, non-public school students may select their courses.

D. Non-Public School Student Policies

1. General Standard. Non-public school students who are enrolled part-time are to be subject to the same standards as full-time enrolled students except where appropriate to reflect their part-time status.
2. Building assignment. Students must enroll in the attendance center that serves the student's residence, provided that the administration reserves the authority to make a different attendance center assignment. A student may request assignment to an attendance center other than that of the student's residence under the intra-district transfer procedures.
3. No Partial Part-Time Enrollment. Students must apply for enrollment and attend the entire school year for which enrollment is made or, for high school courses, for the full length of the course. Once enrolled, part-time students will be required to participate in all activities, programs, and tests related to the program or course for which the student is enrolled, including as applicable State or District-wide assessments, as full-time students.
4. Student Conduct Policies. Students enrolled on a part-time basis shall be required to follow all school policies that apply to other students at any time the part-time student is present on school grounds or at a school-sponsored activity or athletic event. This includes the District's student conduct policies. Students enrolled on a part-time basis shall be subject to discipline, including suspension or expulsion, for violation of student conduct rules.
5. Attendance. Students enrolled on a part-time basis are not exempt from the compulsory attendance laws or from the District's attendance policies. Students who engage in excessive absenteeism as defined in Board policy are to be reported under the truancy laws.
6. Presence on School Grounds. Students enrolled on a part-time basis are to be present on school grounds during the school day only at the times required for their attendance in the program or course in which they are enrolled. Exceptions may be made in the discretion of the principal or the principal's designee. Students must sign in and out of the school by following the building level procedure. Students are responsible for being aware of any changes in the school schedule during inclement weather or for other reasons.
7. Transportation. Students enrolled on a part-time basis are not entitled to transportation or transportation reimbursement, unless otherwise required by law. Full-time students will be given first consideration for parking on the high school campus.
8. Academic Honors. Students enrolled on a part-time basis will not be eligible to graduate or receive a diploma from the District or receive academic honors (for example, class rank and honor roll) except to the extent the student meets all requirements of the District's policies for such, including

attainment of minimum credits and semesters of attendance.

9. Extracurricular Activities. Any student who is a resident of the District and who is enrolled in a school which elects pursuant to section 79-1601 not to meet accreditation or approval requirements may participate in any of the District's extracurricular activity programs to the same extent and subject to the same requirements, conditions, and procedures as a full-time student in the District. The District's Activities Director will coordinate with the student's parent or guardian to secure assurances of compliance with these expectations. Any student covered by this subsection must enroll in five credit hours through the District in any semester. There shall be no preference given to any student participating in any extracurricular activity based off their status as a full-time or part-time student. Part-time students will be expected to comply with the same or similar expectations as full-time students to participate in any activity, including team rules. Participation in activities that are subject to the bylaws of the Nebraska School Activities Association (NSAA) will be limited to those students who meet the NSAA bylaws.

Legal Reference: Neb. Rev. Stat. Sec. 79-2,136 and Sec. 79-526  
Title 92, Nebraska Administrative Code, Chapter 10

Date of Adoption: [Insert Date]

## **Option Enrollment**

### **A. Process and Time Lines to Option In**

For a student to attend Raymond Central Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the Raymond Central Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

### **Provisions for Waiver of Application Deadline**

The application deadline will be waived by the School District for applications to option into the Raymond Central Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

### **B. Rejection of Applications; Reasons**

1. **Capacity**: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. **Timeliness**: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought, and the filing deadline has not been waived.
3. **Previous Option Enrollment**: An option enrollment application shall be rejected in the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the "one-time" rule is applicable to the student's circumstance.
4. **Other Reasons**: An option enrollment application may be rejected in the event the Superintendent, the Superintendent's designee, or the School District determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be

supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at Raymond Central Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at Raymond Central Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

E. Releases for Options Out

**Provisions for Release**

A request for release of a resident student of the Raymond Central Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

F. Notification of Acceptance or Rejection

In the case of an application to option enroll into the Raymond Central Public School District, the Superintendent or the Superintendent’s designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the Raymond Central Public School District, the Superintendent or the Superintendent’s designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

#### G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

#### H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The Raymond Central Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

#### I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the Raymond Central Public Schools and its school, programs, policies and procedures available to all interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. Sections 79-232 to 79-246

Date of Adoption: [Insert Date]

**RESOLUTION**

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution:

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_.

The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RAYMOND CENTRAL PUBLIC SCHOOLS**

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

Attest: \_\_\_\_\_  
Secretary

**Appendix “1” to Option Enrollment Policy**

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

<b>PROGRAM</b>	<b>PROGRAM CAPACITY</b>	<b>PROJECTED ENROLLMENT</b>	<b>NO. OF OPTION STUDENTS</b>
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			

\* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

[Print on School District Letterhead]

[Date]

[Insert Name of Parent/Guardian]  
[Insert Street Address]  
[Insert City], NE [Insert Zip Code]

RE: Option Enrollment; [Insert Name of Student]

Dear [Name of Parent/Guardian]:

I am writing to notify you of the rejection of your:

- \_\_\_ option enrollment application
- \_\_\_ request for a release approval.

Reason for Rejection: The reason for the rejection is that your application or request does not meet the conditions for approval that are set forth in the District's option enrollment policy and/or state law. Additional reasons for the rejection are set forth in the completed application form, which is enclosed.

Special Education Capacity Determination: If the option application disclosed or revealed that the student would receive or could be eligible to receive special education or related services, the District conducted an individualized analysis to determine capacity. After this careful individualized assessment, the District's Director of Special Education or designee concluded that the District does not have the capacity to provide the student with the following services and accommodations: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Appeal Process: The parent or legal guardian may appeal a rejection of an application or of a request to release. The appeal is to be filed with the State Board of Education within thirty days after the date the notification of rejection is received. A sample petition form for an appeal can be found on the Nebraska Department of Education's website (<https://www.education.ne.gov/>) .

Sincerely,

[Name] Public Schools

[Name of Superintendent], Superintendent

Enclosure: Completed Option Enrollment Application  
Sent via certified mail

StudentsOption EnrollmentA. Process and Time Lines to Option In

For a student to attend [Name] Public Schools as an option enrollment student, the student's parent or legal guardian must submit an application to the Board of Education of the [Name] Public School District between September 1 and March 15 for enrollment during the following and subsequent school years (the "application period").

Upon receipt of an application, the Superintendent or the Superintendent's designee shall provide the resident school district with the name of the applicant on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

**Provisions for Waiver of Application Deadline (Choose one or modify as desired):****Option 1 (Waiver unless at capacity):**

The application deadline will be waived by the School District for applications to option into the [Name] Public School District, provided that the application contains a release approval from the resident district and satisfies any other requirements of law. Further, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building or in any special education programs operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason.

**Option 2 (Limited Deadline Waiver):**

The application deadline will **not** be waived by the School District for applications to option into the [Name] Public School District, except in the following circumstances:

1. **Siblings:** The application deadline will be waived where the application is for a student who is the sibling of a student attending [Name] Public Schools as of the time the application is filed, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A "sibling" for this purpose means a child who resides in the same household on a permanent basis with a student who is currently attending [Name] Public Schools and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
2. **Kindergarten:** The application deadline will be waived where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
3. **Release Approval:** For the foregoing exceptions, the application must contain a release approval from the resident district.

4. Other Conditions: The waiver of the deadline in the above circumstances does not require acceptance of the application, as such applications may be rejected for reasons other than late filing.
5. Capacity: For the foregoing exceptions, the application deadline shall not be waived if the application is for enrollment in any program, class, grade level or school building ~~or in any special education programs~~ operated by this School District which have been determined by the School District to be at capacity in accordance with the capacity standards (Appendix "1"), and no waiver of the deadline shall be made for such an application regardless of whether such capacity determinations are declared invalid for any reason. For any option application for a student that would receive or could be eligible to receive special education or related services, the Director of Special Education or designee shall conduct a case-by-case analysis to determine if the District has the capacity to provide the student with the appropriate services and accommodations.
6. Capacity for Late Filed Applications: Where an application is filed for enrollment in the same school year in which enrollment is sought, the "projected enrollment" determinations made pursuant to paragraph D shall be replaced with the "actual enrollment" as of the first day of school for the year of application, as determined by the Superintendent or the Superintendent's designee, but only in the event such actual enrollment is higher than the projected enrollment. Actual enrollment shall include all students in attendance and all students registered to attend (even if not in actual attendance on the first day).

B. Rejection of Applications; Reasons

1. Capacity: An option enrollment application shall be rejected in the event the capacity of a program, class, grade level, or school building ~~or the availability of appropriate special education programs~~ operated by the School District would be exceeded by acceptance of the application, and an option enrollment application shall be rejected in the event the application is for enrollment in a program, class, grade level, or school building which has been declared unavailable to option students due to lack of capacity.

The Director of Special Education shall review on a case-by-case basis all option applications for students that would receive or could be eligible to receive special education or related services. If the Director or designee determines that the District does not have the capacity to provide the student with the appropriate services and accommodations, then the Director or designee shall send a denial notice to the parent(s) or guardian(s) and include a description of services and accommodations that the District does not have the capacity to provide.

2. Timeliness: An option enrollment application shall be rejected in the event the application is not filed on or before the April 1<sup>st</sup> immediately preceding the school year in which enrollment is sought, and the filing deadline has not been waived.
3. Previous Option Enrollment: An option enrollment application shall be rejected in

the event the student has previously filed an option enrollment application for enrollment in any School District and has had such application accepted, unless a statutory exception to the “one-time” rule is applicable to the student’s circumstance.

4. Other Reasons: An option enrollment application may be rejected in the event the Superintendent, the Superintendent’s designee, or the School District determines: The application is not submitted on a form prescribed by the State Department of Education, is not completely and accurately filled in, is not received within the time required by law, or any additional information requested to be supplied is not supplied to the School District within the time lines indicated; or in the event acceptance of the application is not required by law. Matters which are legally prohibited from being considered as standards for acceptance or rejection of applications (including “previous academic achievement, athletic or extracurricular ability, disabilities, proficiency in the English language, or previous disciplinary proceedings” and further including, without limitation, race, national origin, and gender) shall not be considered as reasons for acceptance or rejection.

C. Priority of Acceptance

Priority shall be accorded in the following order: (1) first, to those applications required to be given priority by law, (2) second, to those with a sibling in attendance at [Name] Public Schools, with priority within this group being given to those who had earliest filed applications, and (3) third to those without an option student sibling in attendance at [Name] Public Schools, with priority within this group to those who had earliest filed applications.

Filing date determinations are made by the Superintendent, or the Superintendent’s designee. In the event applications within a group are received at the same or substantially the same time, priority as between such same-date applications shall be determined on the basis of random drawing.

D. Determination of Capacity

The School District will determine and set, on an annual basis, the maximum number of option enrollment applications the School District will accept in any program, class, grade level or school building ~~or in any special education programs~~ operated by this School District, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this School District will contract based on existing contractual arrangements, and ~~availability of appropriate special education programs, and~~ may declare a program, class or school unavailable to option students due to lack of capacity. Such determinations may be made in the form of an Appendix “1” to this Policy. The determination and declaration made for any school year shall continue in effect for the next and subsequent school years unless otherwise determined and/or declared. The capacity for special education services shall be determined on a case-by-case basis as determined by the Director of Special Education or designee.

E. Releases for Options Out

**Provisions for Release (Choose one or modify as desired):**

**Option 1 (Release unless Expulsion is Pending):**

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted unless the release shall not be granted if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

**Option 2 (Release Conditions):**

A request for release of a resident student of the [Name] Public School District who submits an enrollment option application after March 15 or any other statutory deadline will be granted only on the following conditions:

1. Kindergarten: A release will be granted where the application is for a student who is seeking to enroll and attend the Kindergarten grade level provided the application was filed on or before June 1 prior to the first semester of the next school year.
2. Siblings: A release will be granted where the application would allow the student to attend the same school as a sibling, provided the application is filed at least 30 days prior to the semester in which first enrollment is sought. A “sibling” for this purpose means a child who resides in the same household on a permanent basis with a student who is currently enrolled in the option district and who has the same natural or adoptive parent or who is a stepbrother or stepsister.
3. Educational Programming: A release will be granted where the needs of the student require the District to obtain additional staffing or equipment and it is in the best interests of the District and the student to enroll in the option district. The determination of whether this condition is met shall be made by the Superintendent or the Superintendent’s designee.
4. No Pending Expulsion: The deadline shall not be waived if the administration is considering or has recommended expulsion of the student at the time the application is filed, and the administration determines it is appropriate to complete the expulsion process.

The Superintendent or the Superintendent’s designee is hereby authorized to execute such releases on behalf of the School District and the School District, subject to subsequent ratification by the School District.

**F. Notification of Acceptance or Rejection**

In the case of an application to option enroll into the [Name] Public School District, the Superintendent or the Superintendent’s designee shall notify, in writing, the parent or legal guardian of the student and the resident school district whether the application is accepted or rejected on or before April 1 or, in the case of an application submitted after March 15, within sixty days after submission.

If an option enrollment application or a request for release is rejected by the [Name] Public

School District, the Superintendent or the Superintendent's designee shall provide written notification to the parent or guardian stating the reasons for the rejection and the process for appealing such rejection to the State Board of Education. Such notification shall be sent by certified mail.

G. Applications Subsequent to Relocations or Mergers

An option enrollment application does not require a release and shall be accepted or rejected within forty-five days after filing in the following circumstances:

1. the student relocated to a different resident school district after February 1, or
2. the student's option school district merged with another district effective after February 1, and
3. the application is for attendance during the immediately following and subsequent school years.

H. Status of Option Student

A student who is admitted under the enrollment option program shall be treated as a resident student, and in such regard shall be required to provide such enrollment information and documentation as is required for enrollment of other students (e.g., certified birth certificate and evidence of physical examination, visual evaluation and immunization), shall be required to be enrolled on a full-time basis, and shall be required to adhere to student conduct rules. The building assignment for an option student, as well as classroom and grade level assignments, shall be determined by the administration.

An option student shall not be entitled to transportation except as required by law. Transportation or transportation reimbursement will be provided in the following circumstances:

1. The [Name] Public School District may, upon mutual agreement with the parent or legal guardian of an option student, provide transportation to the option student on the same basis as provided for resident students. The school district may charge the parents of each option student transported a fee sufficient to recover the additional costs of such transportation.
2. Option students who qualify for free lunches are eligible for either free transportation or transportation reimbursement from the option school district. The District's policy is that the District selects which service (transportation or reimbursement) is to be provided to students.
3. For option students receiving special education services, the transportation services required in the student's Individualized Education Plan shall be provided by the resident school district.

I. Information Regarding Schools, Programs, Policies and Procedures.

As part of the option enrollment program, the administration shall make information about the [Name] Public Schools and its school, programs, policies and procedures available to all

interested persons and shall have a copy of the option enrollment policy and regulations available at each school building.

Legal Reference: Neb. Rev. Stat. Sections 79-232 to 79-246

Date of Adoption: [Insert Date]

**RESOLUTION**

**WHEREAS**, the School Board is required by law to adopt by resolution policies and specific standards for acceptance or rejection of option enrollment applications by October 15th for the following school year; and,

**WHEREAS**, the School Board has received and reviewed evidence and information submitted by the administration and other sources and made determinations thereon with respect to standards for acceptance or rejection and with respect to the capacity of this school district to accept option enrollment students based upon available staff, available facilities, projected enrollment, and availability of special education programs for the following school year; and,

**WHEREAS**, the School Board has determined that the educational interests of this school district would be best served by adoption of the resolutions, and the policies and specific standards herein contained.

**NOW, THEREFORE, BE IT RESOLVED** that the Option Enrollment Policy presented to the School Board as Policy 5006, and Appendix "1" to such Policy 5006, should be and the same are hereby adopted, and any previous policy or interpretation or application of the option enrollment program which is or has been inconsistent with the Policy 5006, and Appendix "1" to such Policy 5006, are repealed effective on the date of the passage of this resolution,

**BE IT FURTHER RESOLVED** that all paragraphs, subparagraphs, and portions of words of this Resolution, of Policy 5006, and Appendix "1" to such Policy 5006 are severable and that in the event any of the same are determined to be invalid for any reason, such determination shall not affect the validity of any of the remainder of the same.

**BE IT FURTHER RESOLVED** that policies and specific standards for acceptance or rejection of option enrollment applications should be and are hereby adopted, for applications filed after adoption of this resolution, and are hereinafter set forth:

The above Resolution, having been read in its entirety, member \_\_\_\_\_ moved for its passage and adoption, member \_\_\_\_\_ seconded the same. After discussion and on roll call vote, the following members voted in favor of passage and adoption of the above Resolution:

The following members voted against the same: \_\_\_\_\_.

The following members were absent or not voting: \_\_\_\_\_. The Resolution having been consented to and approved by a majority of the members of the School Board, was declared as passed and adopted by the President at a duly held and lawfully convened meeting in full compliance with the Nebraska open meetings law.

**DATED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**[NAME] PUBLIC SCHOOLS**

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

Attest: \_\_\_\_\_  
Secretary

### Appendix “1” to Option Enrollment Policy

The following is Appendix “1” to Policy 5006 for the current school year. The Board of Education hereby sets forth the maximum number of option students for the current school year in any program, class, grade level or school building or in any special education programs operated by this school district, based upon available staff, facilities, projected enrollment of resident students, projected number of students with which this school district will contract based on existing contractual arrangements, and availability of appropriate special education programs. Any program, class, grade level, or school building which has “0” as the No. of Option Students is hereby declared unavailable to option students due to lack of capacity.

<b>PROGRAM</b>	<b>PROGRAM CAPACITY</b>	<b>PROJECTED ENROLLMENT</b>	<b>NO. OF OPTION STUDENTS</b>
Kindergarten			
First			
Second			
Third			
Fourth			
Fifth			
Building Capacity, Elementary			
<del>Level I Elementary Special Education</del>			
<del>Level II &amp; III Elementary Special Education</del>			
Sixth			
Seventh			
Eighth			
Building Capacity, Middle School Attendance Center			
<del>Level I Middle School Special Education Program</del>			
<del>Level II and III Middle School Special Education</del>			
Ninth			
Tenth			
Eleventh			
Twelfth			
Building Capacity, Sr. High School Attendance Center			
<del>Level I Sr. High School Special Education Program</del>			
<del>Level II and III Sr. High School Special Education</del>			

\* Special education capacity will be determined on a case-by-case basis in accordance with state law and the available resources as determined by the District’s Director of Special Education or designee.

**Student Discipline**

A. **Development of Uniform Discipline System.** It shall be the responsibility of the Superintendent to develop and maintain a system of uniform discipline. The discipline which may be imposed includes actions which are determined to be reasonably necessary to aid the student, to further school purposes, or to prevent interference with the educational process, such as (without limitation) counseling and warning students, parent contacts and parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling upon written consent of the parent or guardian, or in-school suspension. The discipline may also include out-of-school suspension (short-term or long-term) and expulsion.

1. **Short-Term Suspension:** Students may be excluded by the Principal or the Principal's designee from school or any school function for a period of up to five school days (short-term suspension) on the following grounds:
  - a. Conduct that constitutes grounds for expulsion, whether the conduct occurs on or off school grounds; or
  - b. Other violations of rules and standards of behavior adopted by the Board of Education or the administrative or teaching staff of the school, which occur on or off school grounds, if such conduct interferes with school purposes or there is a nexus between such conduct and school.

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
  - b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
  - c. Within 24 hours or such additional time as is reasonably necessary, not to exceed an additional 48 hours, following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
  - d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference. The Principal shall document their attempt to make a reasonable effort to hold a conference with the parent or guardian.
  - e. A student who is on a short-term suspension shall not be permitted to be on school grounds without the express permission of the Principal.
2. **Long-Term Suspension:** A long-term suspension means an exclusion from school and any school functions for a period of more than five school days but less than twenty school days. A student who is on a long-term suspension shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends a long-term suspension. The notice will include a description of the procedures for long-term suspension; the procedures will be those set forth in the Student Discipline Act.

3. Expulsion:

- a. Meaning of Expulsion. Expulsion means exclusion from attendance in all schools, grounds and activities of or within the system for a period not to exceed the remainder of the semester in which it took effect unless the misconduct occurred (a) within ten school days prior to the end of the first semester, in which case the expulsion shall remain in effect through the second semester, or (b) within ten school days prior to the end of the second semester, in which case the expulsion shall remain in effect for summer school and the first semester of the following school year, or (c) unless the expulsion is for conduct specified in these rules or in law as permitting or requiring a longer removal, in which case the expulsion shall remain in effect for the period specified therein. Such action may be modified or terminated by the school district at any time during the expulsion period. A student who has been expelled shall not be permitted to be on school grounds without the express permission of the Principal. A notice will be given to the student and the parents/guardian when the Principal recommends an expulsion. The notice will include a description of the procedures for expulsion; the procedures will be those set forth in the Student Discipline Act.
- b. Suspensions Pending Hearing. When a notice of intent to discipline a student by long-term suspension, expulsion, or mandatory reassignment is filed with the superintendent, the student may be suspended by the principal until the date the long-term suspension, expulsion, or mandatory reassignment takes effect if the principal determines that the student must be suspended immediately to prevent or substantially reduce the risk of (a) interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.
- c. Summer Review. Any expulsion that will remain in effect during the first semester of the following school year will be automatically scheduled for review before the beginning of the school year in accordance with law.
- d. Alternative Education: Students who are expelled may be offered an alternative education program that will enable the student to continue academic work for credit toward graduation. A student will not be required to attend the alternative education program in order to complete classwork and homework. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
- e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
- f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court,

County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal's designee shall meet with the student's probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal's designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

- g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.
  - h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

5. Other Forms of Student Discipline: Administrative and teaching personnel may also take actions regarding student behavior, other than removal of students from school, which are reasonably necessary to aid the student, further school purposes, or prevent interference with the educational

process. Such actions may include, but are not limited to, counseling of students, parent conferences, rearrangement of schedules, requirements that a student remain in school after regular hours to do additional work, restriction of extracurricular activity, or requirements that a student receive counseling, psychological evaluation, or psychiatric evaluation upon the written consent of a parent or guardian to such counseling or evaluation. The actions may also include in-school suspensions. When in-school suspensions, after-school assignments, or other disciplinary measures are assigned, the student is responsible for complying with such disciplinary measures. A failure to serve such assigned discipline as directed will serve as grounds for further discipline, up to expulsion from school.

- B. Student Conduct Expectations. Students are not to engage in conduct which causes or which creates a reasonable likelihood that it will cause a substantial disruption in or material interference with any school function, activity or purpose or interfere with the health, safety, well being or rights of other students, staff or visitors.
- C. Grounds for Short-Term Suspension, Long-Term Suspension, Expulsion or Mandatory Reassignment. The following conduct has been determined by the Board of Education to have the potential to seriously affect the health, safety or welfare of students, staff and other persons or to otherwise seriously interfere with the educational process. Such conduct constitutes grounds for long-term suspension, expulsion, or mandatory reassignment, and any other lesser forms of discipline. The conduct is subject to the consequence of long-term suspension, expulsion, or mandatory reassignment where it occurs on school grounds, in a vehicle owned, leased, or contracted by the school and being used for a school purpose or in a vehicle being driven for a school purpose by a school employee or an employee's designee, or at a school-sponsored activity or athletic event.
1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
  2. Use of violence, force, coercion, threat, intimidation, harassment, or similar conduct in a manner that constitutes a substantial interference with school purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
  3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product

look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency or sexual conduct.
9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.
12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel

a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device.” The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.
- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

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

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - e. Head wear including hats, caps, bandannas, and scarves.

- f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
- g. Clothing or jewelry that is gang related.
- h. Visible body piercing (other than ears).

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

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

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

## 2. Academic Integrity.

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

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

- b. Definitions: The following definitions provide a guide to the standards of academic integrity:
  - (1) "Cheating" means intentionally misrepresenting the source, nature, or other conditions of academic work so as to accrue undeserved credit, or to cooperate with someone else in such misrepresentation. Such misrepresentations may, but need not necessarily, involve the work of others. Cheating includes, but is not limited to:
    - (a) Tests (includes tests, quizzes and other examinations or academic performances):
      - (i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
      - (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for "open book" tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.

- (iii) Use of Other Student Answers: Copying or looking at another student's answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student's paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student's answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student's real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- (i) Use of Another's Paper: Copying another student's paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One's Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program without notifying the instructor to whom the work is presented.
  - (iii) Assistance from Others: Having another person assist with the paper to such an extent that the work does not truly reflect the student's work. For example, a student engages in cheating if the student has a draft essay reviewed by the student's parent or sibling, and the essay is substantially re-written by the student's parent or sibling. Assistance from home is encouraged, but the work must remain the student's.
  - (iv) Failure to Contribute to Group Projects. Accepting credit for a group project in which the student failed to contribute a fair share of the work.
  - (v) Misrepresenting Need to Delay Paper. Presenting false or incomplete information in order to postpone or avoid turning in a paper when due. For example, a student engages in cheating if the student misses class on the day a paper is due, claiming to be sick, when the student's real reason for missing class was because the student had not finished the paper.
- (c) Alteration of Assigned Grades. Any unauthorized alteration of assigned grades by a student in the teacher's grade book or the school records is a serious form of cheating.
- (2) "Plagiarism" means to take and present as one's own a material portion of the ideas or words of another or to present as one's own an idea or work derived from an existing source without full and proper credit to the source of the ideas, words, or works. Plagiarism includes, but is not limited to:
- (a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

- (b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.
- (3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.
- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.
3. Electronic Devices
- a. Philosophy and Purpose. The District strongly discourages students from bringing and/or using electronic devices at school. The use of electronic devices can be disruptive to the educational process and are items that are frequently lost or stolen. In order to maintain a secure and orderly learning environment, and to promote respect and courtesy regarding the use of electronic devices, the District hereby establishes the following rules and regulations governing student use of electronic devices, and procedures to address student misuse of electronic devices.
  - b. Definitions.
    - (1) "Electronic devices" include, but are not limited to, cell phones, Mp3 players, iPods, personal digital assistants (PDAs), compact disc players, portable game consoles, cameras, digital scanners, lap top computers, and other electronic or battery powered instruments which transmit voice, text, or data from one person to another.
    - (2) "Sexting" means generating, sending or receiving, encouraging others to send or receive, or showing others, through an electronic device, a text message, photograph, video or other medium that:
      - (i) Displays sexual content, including erotic nudity, any display of genitalia, unclothed female breasts, or unclothed buttocks, or any sexually explicit conduct as defined at Neb. Rev. Stat. § 28-1463.02; or
      - (ii) Sexually exploits a person, whether or not such person has given consent to creation or distribution of the message, photograph or video by permitting, allowing,

encouraging, disseminating, distributing, or forcing such student or other person to engage in sexually explicit, obscene or pornographic photography, films, or depictions; or,

(iii) Displays a sexually explicit message for sexual gratification, flirtation or provocation, or to request or arrange a sexual encounter.

c. Possession and Use of Electronic Devices.

- (1) Students are not permitted to possess or use any electronic devices during class time or during passing time except as otherwise provided by this policy. Cell phone usage is strictly prohibited during any class period; including voice usage, digital imaging, or text messaging.
- (2) Students are permitted to possess and use electronic devices before school hours, at lunch time, and after school hours, provided that the student not commit any abusive use of the device (see paragraph (d)(1). Administrators have the discretion to prohibit student possession or use of electronic devices on school grounds during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.
- (3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).
- (4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

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

shall remain in the possession of the school administration until such time as the student personally comes to the school's main office and retrieves the electronic device.

- (ii) **Second Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.
- (iii) **Third Violation:** Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) **Penalties for Prohibited Use of Electronic Devices:** Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

- (i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.
- (ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) **Reporting to Law Enforcement:** Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. **Responsibility for Electronic Devices.** Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. **Inappropriate Public Displays of Affection (IPDA):** Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.
10. Students are not to bring "nuisance items" to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

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

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

2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

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

Date of Adoption: April 20, 2009

Date of Revision:

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

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

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

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

interference with an educational function or school purpose or (b) a personal injury to the student himself or herself, other students, school employees, or school volunteers. If the student is suspended pending the outcome of the hearing, the student may complete classwork and homework, including, but not limited to, examinations, missed during the period of suspension. During this period, the student will not be required to attend the alternative programs for expelled students in order to complete classwork or homework.

b.

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

evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.

g. Returning from Expulsion. At the conclusion of an expulsion, the District will reinstate the student and accept nonduplicative, grade-appropriate credits earned by the student during the term of expulsion from any Nebraska accredited institution or institution accredited by one of the six regional accrediting bodies in the United States.

h. Exception for Pre-Kindergarten through Second Grade Students. Notwithstanding the foregoing, no pre-kindergarten through second grade student may be suspended from school, unless the student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity. Instead, the Principal or Principal's designee may implement alternative disciplinary measures on a case-by-case basis if a pre-kindergarten through second grade student engages in misconduct that would otherwise result in a short-term suspension. If a pre-kindergarten through second grade student brings a deadly weapon on school grounds, in a school vehicle, or to a school activity, then the student may be suspended or expelled in accordance with this Policy's disciplinary procedures.

4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
- a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
  - b. If the student's conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

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

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

15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

Bringing a firearm or other dangerous weapon to school for any reason is discouraged; however, a student will not be subject to disciplinary action if the item is brought or possessed under the following conditions:

- a. Prior written permission to bring the firearm or other dangerous weapon to school is obtained from the student's teacher, building administrator and parent.
- b. The purpose of having the firearm or other dangerous weapon in school is for a legitimate educational function.
- c. A plan for its transportation into and from the school, its storage while in the school building and how it will be displayed must be developed with the prior written approval by the teacher and building administrator. Such plan

shall require that such item will be in the possession of an adult staff member at all times except for such limited time as is necessary to fulfill the educational function.

- d. The firearm or other dangerous weapon shall be in an inoperable condition while it is on school grounds.

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

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

1. Student Appearance: Students are expected to dress in a way that is appropriate for the school setting. Students should not dress in a manner that is dangerous to the health and safety of anyone or interferes with the learning environment or teaching process in our school. Following is a list of examples of attire that will not be considered appropriate, such list is not exclusive and other forms of attire deemed inappropriate by the administration may be deemed inappropriate for the school setting:
  - a. Clothing that shows an inappropriate amount of bare skin or underwear (midriffs, spaghetti straps, sagging pants) or clothing that is too tight, revealing or baggy, or tops and bottoms that do not overlap or any material that is sheer or lightweight enough to be seen through, or otherwise of an appropriate size and fit so as to be revealing or drag on the ground.
  - b. Shorts, skirts, or skorts that do not reach mid-thigh or longer.
  - c. Clothing or jewelry that advertises or promotes beer, alcohol, tobacco, or illegal drugs.
  - d. Clothing or jewelry that could be used as a weapon (chains, spiked apparel) or that would encourage “horse-play” or that would damage property (e.g. cleats).
  - e. Head wear including hats, caps, bandannas, and scarves.
  - f. Clothing or jewelry which exhibits nudity, makes sexual references or carries lewd, indecent, or vulgar double meaning.
  - g. Clothing or jewelry that is gang related.
  - h. Visible body piercing (other than ears).

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

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

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

2. Academic Integrity.

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

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

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

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

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

(i) Advance Information: Obtaining, reviewing or sharing copies of tests or information about a test

- before these are distributed for student use by the instructor. For example, a student engages in cheating if, after having taken a test, the student informs other students in a later section of the questions that appear on the test.
- (ii) Use of Unauthorized Materials: Using notes, textbooks, pre-programmed formulae in calculators, or other unauthorized material, devices or information while taking a test except as expressly permitted. For example, except for “open book” tests, a student engages in cheating if the student looks at personal notes or the textbook during the test.
  - (iii) Use of Other Student Answers: Copying or looking at another student’s answers or work, or sharing answers or work with another student, when taking a test, except as expressly permitted. For example, a student engages in cheating if the student looks at another student’s paper during a test. A student also engages in cheating if the student tells another student answers during a test or while exiting the testing room, or knowingly allows another student to look at the student’s answers on the test paper.
  - (iv) Use of Other Student to Take Test. Having another person take one's place for a test, or taking a test for another student, without the specific knowledge and permission of the instructor.
  - (v) Misrepresenting Need to Delay Test. Presenting false or incomplete information in order to postpone or avoid the taking of a test. For example, a student engages in cheating if the student misses class on the day of a test, claiming to be sick, when the student’s real reason for missing class was because the student was not prepared for the test.
- (b) Papers (includes papers, essays, lab projects, and other similar academic work):
- i) Use of Another’s Paper: Copying another student’s paper, using a paper from an essay writing service, or allowing another student to copy a paper, without the specific knowledge and permission of the instructor.
  - (ii) Re-use of One’s Own Papers: Using a substantial portion of a piece of work previously submitted for another course or program to meet the requirements of the present course or program

without notifying the instructor to whom the work is presented.

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

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

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

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

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

(a) Failure to Credit Sources: Copying work (words, sentences, and paragraphs or illustrations or models) directly from the work of another without proper credit. Academic work frequently involves use of outside sources. To avoid plagiarism, the student must either place the work in quotations or give a citation to the outside source.

(b) Falsely Presenting Work as One's Own: Presenting work prepared by another in final or draft form as one's own without citing the source, such as the use of purchased research papers or use of another student's paper.

(3) "Contributing" to academic integrity violations means to participate in or assist another in cheating or plagiarism. It includes but is not

limited to allowing another student to look at your test answers, to copy your papers or lab projects, and to fail to report a known act of cheating or plagiarism to the instructor or administration.

- c. Sanctions: The following sanctions will occur when a student engages in cheating, plagiarism, or contributing to an academic integrity offense:
- (1) Academic Sanction. The instructor will refuse to accept the student's work in which the academic integrity offense took place, assign a grade of "F" or zero for the work, and require the student to complete a test or project in place of the work within such time and under such conditions as the instructor may determine appropriate. In the event the student completes the replacement test or project at a level meeting minimum performance standards, the instructor will assign a grade which the instructor determines to be appropriate for the work.
  - (2) Report to Parents and Administration. The instructor will notify the Principal of the offense and the instructor or Principal will notify the student's parents or guardian.
  - (3) Student Discipline Sanctions. Academic integrity offenses are a violation of school rules. The Principal may recommend sanctions in addition to those assigned by the instructor, up to and including suspension or expulsion. Such additional sanctions will be given strong consideration where a student has engaged in serious or repeated academic integrity offense or other rule violations, and where the academic sanction is otherwise not a sufficient remedy, such as for offenses involving altering assigned grades or contributing to academic integrity violations.

3. Electronic Devices

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

during these times in the event the administration determines such further restrictions are appropriate; an announcement will be given in the event of such a change in permitted use.

(3) Electronic devices may be used during class time when specifically approved by the teacher or a school administrator in conjunction with appropriate and authorized class or school activities or events (i.e., student use of a camera during a photography class; student use of a lap top computer for a class presentation).

(4) Students may use electronic devices during class time when authorized pursuant to an Individual Education Plan (IEP), a Section 504 Accommodation Plan, or a Health Care Plan, or pursuant to a plan developed with the student's parent when the student has a compelling need to have the device (e.g., a student whose parent is in the hospital could be allowed limited use of the cell phone for family contacts, so the family can give the student updates on the parent's condition).

d. Violations

(1) Prohibited Use of Electronic Devices: Students shall not use electronic devices for: (a) activities which disrupt the educational environment; (b) illegal activities in violation of state or federal laws or regulations; (c) unethical activities, such as cheating on assignments or tests; (d) immoral or pornographic activities; (e) activities in violation of Board or school policies and procedures relating to student conduct and harassment; (f) recording others (photographs, videotaping, sound recording, etc.) or otherwise transmitting images and/or sounds of another person or persons without direct administrative approval and consent of the person(s) being recorded, other than recording of persons participating in school activities that are open to the public; (g) "sexting;" or (h) activities which invade the privacy of others. Such student misuses will be dealt with as serious school violations, and immediate and appropriate disciplinary action will be imposed, including, but not limited to, suspension and expulsion from school.

(2) Disposition of Confiscated Electronic Devices: Electronic devices possessed or used in violation of this policy may be confiscated by school personnel and returned to the student or parent/guardian at an appropriate time. If an electronic device is confiscated, the electronic device shall be taken to the school's main office to be identified, placed in a secure area, and returned to the student and/or the student's parent/guardian in a consistent and orderly way.

(i) First Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a

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

(ii) Second Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration and a conference between the student and his/her parent/guardian and the school principal or assistant principal. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(iii) Third Violation: Depending upon the nature of the violation and the imposition of other appropriate disciplinary action, consequences at a minimum may include a relinquishment of the electronic device to the school administration, a conference between the student and his/her parent/guardian and the school principal or assistant principal, and suspension of the student from school. The electronic device shall remain in the possession of the school administration until such time as the student's parent/guardian personally comes to the school's main office and retrieves the electronic device.

(3) Penalties for Prohibited Use of Electronic Devices: Students who receive a "sexting" message are to report the matter to a school administrator and then delete such message from their electronic device. Students shall not participate in sexting or have any "sexting" message on their electronic devices regardless of when the message was received while on school grounds or at a school activity. Students who violate the prohibitions of this policy shall be subject to the imposition of appropriate disciplinary action, up to and including expulsion, provided that at a minimum the following penalties shall be imposed:

(i) Students found in possession of a "sexting" message shall be subject to a one (1) day suspension from school.

(ii) Students who send or encourage another to send a "sexting" message shall be subject to a five (5) day suspension from school.

(4) Reporting to Law Enforcement: Violations of this policy regarding the prohibited use of electronic devices that may constitute a violation of federal or state laws and regulations, including, but not limited to, the Nebraska Child Protection Act or the Nebraska Child Pornography Prevention Act shall be reported to appropriate legal authorities and law enforcement.

- e. Responsibility for Electronic Devices. Students or their parents/guardians are expected to claim a confiscated electronic device within ten (10) days of the date it was relinquished. The school shall not be responsible, financially or otherwise, for any unclaimed electronic devices. By bringing such devices to school, students and parents authorize the school to dispose of unclaimed devices at the end of each semester. The District is not responsible for the security and safekeeping of students' electronic devices and is not financially responsible for any damage, destruction, or loss of electronic devices.

E. Inappropriate Public Displays of Affection (IPDA): Students are not to engage in inappropriate public displays of affection on school property or at school activities. Such conduct includes kissing, touching, fondling or other displays of affection that would be reasonably considered to be embarrassing or a distraction to others. Students will face the following consequences for IPDA:

1. 1st Offense: Student will be confronted and directed to cease.
2. 2nd Offense: Student will be confronted, directed to cease, and parents will be notified.
3. 3rd Offense: Student will be suspended from school for a minimum of 1 day, and parents and student will need to meet with Administrator(s) and/or counselor.

If this type of behavior continues, or if the IPDA is lewd or constitutes sexual conduct, the student could face long-term suspension or expulsion.

F. Specific Rule Items: The following conduct may result in disciplinary action which, in the repeated violations, may result in discipline up to expulsion:

1. Students are not given locker passes, restroom passes or telephone passes to leave a classroom or study hall unless special circumstances arise.
2. Students in the hallway during class time must have a pass with them.
3. Gum, candy, seeds, etc. are not allowed in the school building or classrooms. The pop machine is closed until after school and pop is to be drunk outside.
4. Students are expected to bring all books and necessary materials to class. This includes study halls.
5. Assignments for all classes are due as assigned by the teacher.
6. Students are not to operate the mini-blinds or the windows.
7. Classes are ended by the teacher. Students are not to begin to pack up or leave the class until the dismissal bell has rung or the teacher has dismissed the class.
8. Students are to be in their seats and ready for class on the tardy bell.
9. Special classes such as Industrial Technology, Art, P.E., and computer courses will have other safety or clean-up rules that will be explained to students by that teacher which must be followed.

10. Students are not to bring “nuisance items” to school. A nuisance item is something that is not required for educational purposes and which would cause a distraction to the student or others.
11. Students are to stand back from the entry steps and doors in the mornings before school and at noon before the bell so that others may pass in and out of the entry doors.
12. Snow handling is prohibited.

G. Law Violations

1. Any act of a student which is a basis for expulsion and which the principal or designee knows or suspects is a violation of the Nebraska Criminal Code will be reported to law enforcement as soon as possible. Conduct to be reported for law enforcement referral includes conduct that may constitute a felony, conduct which may constitute a threat to the safety or well-being of students or others in school programs and activities, and conduct that the legal system is better equipped to address than school officials. Conduct that does not need to be reported for law enforcement referral includes typical adolescent behavior that can be addressed by school administrators without the involvement of law enforcement. In making the decision of whether to report, consideration should be given to the student’s maturity, mental capacity, and behavioral disorders, where applicable. When appropriate, it shall be the responsibility of the referring administrator to contact the student’s parent of the fact that the referral to legal authorities has been or will be made.  
The foregoing reporting standards shall be reviewed annually by the school board on or before August 1 of each year, be annually reviewed in collaboration with the County Attorney each year, be distributed to each student and his or her parent or guardian at the beginning of each school year, or at the time of enrollment if during the school year, and shall be posted in conspicuous places in each school during the school year.
2. When a principal or other school official releases a minor student to a peace officer (e.g., police officer, sheriff, and all other persons with similar authority to make arrests) for the purpose of removing the minor from the school premises, the principal or other school official shall take immediate steps to notify the parent, guardian, or responsible relative of the minor regarding the release of the minor to the officer and regarding the place to which the minor is reportedly being taken, except when a minor has been taken into custody as a victim of suspected child abuse, in which case the principal or other school official shall provide the peace officer with the address and telephone number of the minor's parents or guardian.

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

Date of Adoption: [Insert Date]

StudentsAlternative Education Programs or Plans For Expelled Students

In the event action is being taken to expel a student from this school district, the Administration ~~may offer the student shall select one of the following described educational options to be made available to the expelled student during the period of expulsion, to wit: (1) An an~~ alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) ~~the~~ development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. ~~The superintendent or superintendent's designee shall make known to the expelled student which of the alternative educational options the administration has selected for the student's expulsion. Such information shall be made known to the expelled student on or before the date the expulsion becomes effective. An expulsion becomes effective, as to a student who has been given a written notice of a recommendation to expel, on the earliest of the following dates: (1) if the student, parent, or guardian has not requested a hearing, the sixth school day following receipt of the notice of the recommendation to expel, (2) if the student has requested a hearing, the date the student, parent, or guardian receives notice of the determination of the superintendent or superintendent's designee to expel the student, or (3) such other date as may be mutually agreed by the student, parent, or guardian and the administration. An expelled student may not be required to attend the alternative program.~~

**A. ALTERNATIVE EDUCATION PROGRAM:**

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

~~The approved alternative programs are: (1) community based programs, (2) home based programs, (3) specialized tutorial experiences, and (4) distance learning. The Board of Education may, from time to time, approve other alternative programs and may approve specific alternative programs and may enter into contracts for the provision of such specific alternative programs. To the extent that the alternative programs are to be provided on site, the individuals responsible for providing such on site alternative program shall hold a valid Nebraska Teaching or Administrative Certificate. To the extent that the alternative program is to be community based or off site, such alternative program shall be planned in cooperation with and monitored or supervised by a school district staff member who holds a Nebraska Teaching or Administrative Certificate. Alternative programs may be conducted at times other than the regular school day.~~

~~The superintendent or superintendent's designee shall determine which alternative programs shall be made available to each specific expelled student based on a consideration of the interests of the school district and the student's educational and behavioral objectives and needs, as determined in the discretion of the superintendent or the superintendent's designee. If a parent or guardian refuses to participate or have their expelled child participate in the alternative programs made available, the district shall have no further obligation with regard to the provision of an alternative program. The superintendent or superintendent's designee shall establish a specific date or time within which~~

~~the parent or guardian shall be required to state in writing an agreement to participate in the alternative program. As a condition of participation in alternative programs which involve the payment of tuition or other similar expenses, the student, parent, or guardian may be required, as a condition of such alternative program being available, to agree in writing to pay the tuition or other similar costs for such program in the event the expelled student fails to successfully complete the program.~~

~~The standards of student behavior and cooperation required of students in the regular programs of this school district shall also be required of expelled students throughout the entire time period of the alternative program. Additional standards may be established in each specific program and for each specific expelled student. If the expelled student fails to meet the required standards of student behavior or cooperation, the student may be further disciplined by disciplinary punishment up to and including expulsion for an additional period of time beyond that being served by the expelled student. Further, if the expelled student fails to meet any of the conditions of the learning program, the district may, by action of the superintendent or superintendent's designee, terminate the alternative program for the expelled student. A due process hearing substantially in compliance with the statutory provisions for suspension and expulsion of students shall be made available, unless waived by the parent or legal guardian.~~

~~Upon preapproval by the superintendent or the superintendent's designee, academic credit towards graduation or advancement in grade level shall be available to students participating in alternative programs for expelled students. The academic credits to be awarded shall be equal to the same academic credit a student in the school district's regular educational program would earn for completion of a similar educational program, as determined at the discretion of the superintendent or superintendent's designee. Such academic credits shall not be earned unless the expelled student has successfully completed the conditions of the alternative program, as determined by the teacher and the superintendent or superintendent's designee. The superintendent or superintendent's designee shall determine whether or to what extent such academic credits should be assigned to subject area or other specific graduation or advancement requirements. The achievement mark (i.e., grades) assigned for such academic credits shall not be available to the advantage of the expelled student for honor roll, class rank, or other academic honors or recognition.~~

#### B. EDUCATION PLAN PROGRAM:

If the administration elects not to provide an alternative education program ~~outlined in subparagraph A. above, or if a student declines to participate in the alternative education program,~~ the following procedures shall be followed ~~prior to expelling a student unless the expulsion was required by subsection (4) of the Neb. Rev. Stat. § 79-283; said procedures being as follows, to wit:~~

(1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.

(2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.

(3) The plan shall:

- (a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
- (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
- (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and
- d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference:      Neb. Rev. Stat. Sec. 79-266  
                                 NDE Rule 17

Date of Adoption: [Insert Date]

**SECTION 79-266(2) PLAN**

Student: \_\_\_\_\_

Date and Participants: \_\_\_\_\_

(List parent or legal guardian, school representative, and community or agency representative)

**(a) Guidelines and Consequences for Behaviors**

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

**(b) Educational Objectives**

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

**(c) Financial Resources and Community Programs Available**

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

**(d) Monthly Reviews & Other**

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by \_\_\_\_\_  
[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

**Alternative Education Programs or Plans For Expelled Students**

In the event action is being taken to expel a student from this school district, the Administration may offer the student an alternative school, class, or educational program (hereinafter referred to as an "alternative program"); or (2) the development of a plan of behavior modification, educational objects, and financial resources and community programs available to meet the behavioral and educational objects, and monthly reviews to assess the student's progress toward meeting the specified goals and objects. An expelled student may not be required to attend the alternative program.

**A. ALTERNATIVE EDUCATION PROGRAM:**

The Superintendent or Superintendent's designee is hereby granted the authority to arrange and plan for a student's alternative educational program, based on the available resources and student's individual circumstances.

**B. EDUCATION PLAN PROGRAM:**

If the administration elects not to provide an alternative education program, or if a student declines to participate in the alternative education program, the following procedures shall be followed:

- (1) A conference shall be called by a school administrator and held to assist the district in the development of a plan with the participation of a parent or a legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved with juvenile justice.
- (2) The plan shall be in writing and adopted by a school administrator and presented to the student and the parent or legal guardian.
- (3) The plan shall:
  - (a) Specify guidelines and consequences for behaviors which have been identified as preventing the student from achieving the desired benefits from the educational opportunities provided,
  - (b) Identify educational objectives that must be achieved in order to receive credits toward graduation,
  - (c) Specify the financial resources of the community programs available to meet both the educational and behavioral objects identified, and
  - (d) Require the student to attend monthly reviews in order to assess the student's progress toward meeting the specified goals and objectives.

The school district shall submit such plan on the form "Section 79-266(2) Plan" attached to this policy as Appendix "1".

Legal Reference: Neb. Rev. Stat. § 79-266; NDE Rule 17

Date of Adoption: April 20, 2009

Date of Revision:

**APPENDIX "1"**  
**SECTION 79-266(2) PLAN**

Student: \_\_\_\_\_

Date and Participants: \_\_\_\_\_

(List parent or legal guardian, school representative, and community or agency representative)

**(a) Guidelines and Consequences for Behaviors**

The student has been recommended for expulsion for conduct as specified in correspondence and memoranda recently provided to the student and the student's parents or guardian. This conduct has had the effect of preventing the student from achieving the desired benefits from the educational opportunities provided. The student is expected to conform his conduct to the school rules for which he has been recommended for expulsion and all other established school rules. Further disciplinary measures, including possible future expulsions, can result from future violations of such behavioral guidelines and expectations.

**(b) Educational Objectives**

In order to graduate, the student needs to receive the credits listed in Attachment "A", subject to future modifications in graduation requirements.

**(c) Financial Resources and Community Programs Available**

The financial resources and community programs available to meet the educational and behavioral objectives identified in this plan include school resources (e.g., upon return from the recommended expulsion, counseling with the school counselor, and meetings with the school administration and teachers) and community organizations which assist young people (e.g., civic organizations, local college and university programs, and community college programs).

**(d) Monthly Reviews & Other**

During the period of the expulsion, the student shall be required to attend monthly reviews with the Principal or designee to assess the student's progress toward meeting the specified goals and objectives. The student shall be responsible for contacting the named school official to schedule the monthly meetings. (Attach separate sheet for any additional information or terms of plan).

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, adopted by the school administrator after a conference held to assist the district in the development of the plan with the participation of a parent or legal guardian, the student, a school representative, and a representative of either a community organization with a mission of assisting young people or a representative of an agency involved in juvenile justice, and presented to the student and parent or legal guardian at the conference prior to the student being expelled in accordance with law.

Adopted by \_\_\_\_\_  
[Administrator]

Attachments: Attachment "A" (academic credits needed to graduate or other, if applicable)

## **Extracurricular Activity**

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

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

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

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

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

### **Section 2 - Extracurricular Activity Code of Conduct**

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

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

### **Scope of the Code of Conduct**

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

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

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

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

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

**Where:** The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

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

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.

4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray, unless a District administrator gives prior approval) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding Raymond Central Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.

20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

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

### **Drug, Alcohol, Tobacco, and Vapor Violations**

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

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

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

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

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

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

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

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

Drugs, Alcohol, Tobacco, and Vapor Products. An activity participant who violates the drug, alcohol, tobacco or vapor product rules (other than steroids) shall be prohibited from participating in any extracurricular activity for the following minimum periods:

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

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

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

When Suspensions Begin. All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

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

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

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

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

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

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

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.
3. When a student admits to violating one of the standards of the Code of Conduct.
4. When a student is accused by another person of violating one of the standards of the Code of Conduct and school officials determine that such information is reliable.
5. When school officials otherwise find sufficient evidence to support a determination that a violation has occurred.

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

1. Investigation. The school official(s) considering the suspension will conduct a reasonable investigation of the facts and circumstances and determine whether the suspension will help the student or other students, further school purposes, or prevent an interference with a school purpose.
2. Meeting. Prior to commencement of the suspension, the school official considering the suspension or their designee will provide the student an opportunity to give the student's side of the story. The meeting for this purpose may be held in person or via a telephone conference.
  - a. The student will be given oral or written notice of what the student is accused of having done, an explanation of the evidence the school has, and the opportunity to explain the student's version. Detail is not required where the activity participant has made a self-report or otherwise admits the conduct. Names of informants may be kept confidential where determined to be appropriate.
  - b. The suspension may be imposed prior to the meeting if the meeting cannot reasonably be held before the suspension is to begin. In that case the meeting will occur as soon as reasonably practicable. The student is responsible for cooperating in the scheduling of the meeting.

3. Notice Letter. Within two school days (two business days if school is not in session), or such additional time as is reasonably necessary following the suspension, the Athletic Director or the Athletic Director's designee will send a written statement to the student and the student's parents or guardian. The statement will describe the student's conduct violation and the discipline imposed. The student and parents or guardian will be informed of the opportunity to request a hearing.
4. Informal Hearing Before Superintendent. The student or student's parent/guardian may request an informal hearing before the Superintendent. The Superintendent may designate the Athletic Director or another administrator not responsible for the suspension decision as the Superintendent's designee to conduct the hearing and make a decision.
  - a. A form to request such a hearing must be signed by the parent or guardian. A form will be provided with the notice letter or otherwise be made available by request from the Principal's office.
  - b. The request for a hearing must be received by the Superintendent's office within five days of receipt of the notice letter.
  - c. If a hearing is requested:
    - i. The hearing will be held within ten calendar days of receipt of the request; subject to extension for good cause as determined by the Superintendent or the Superintendent's designee.
    - ii. The Superintendent or the Superintendent's designee will notify the participants of the time and place of the hearing a reasonable time in advance to allow preparation for the hearing.
    - iii. Upon conclusion of the hearing, a written decision will be rendered within five school days (ten calendar days if school is not in session). The written decision will be mailed or otherwise delivered to the participant, parents or guardian.
    - iv. A record of the hearing (copies of documents provided at the hearing and a tape recording or other recordation of the informal hearing) will be kept by the school if requested sufficiently in advance of the hearing by the parent/guardian.
5. No Stay of Penalty. There will be no stay of the penalty imposed pending completion of the due process procedures
6. Opportunity for Informal Resolution. These due process procedures do not prevent the student or parent/guardian from discussing and settling the matter with the appropriate school officials at any stage.

### Section 3 - Attendance

Student participants are expected to meet the following attendance expectations:

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

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

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

**Section 4 - Academic Standards**

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

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

Eligibility criteria for part-time students is governed by Policy 5004, NSAA bylaws, and state law.

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

Date of Adoption: April 20, 2009

Date of Revision: July 15, 2020

## Students

### Extracurricular Activity

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

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

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

#### Safety

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

#### Warning for Participants and Parents

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

## **Section 2 Extracurricular Activity Code of Conduct**

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

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

### **Scope of the Code of Conduct.**

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

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

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

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

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

Where: The Code of Conduct rules apply regardless of whether the conduct occurs on or off school grounds. If the conduct occurs on school grounds, at a school function or event, or in a school vehicle, the student may also be subject to further discipline under the general student code of conduct. A student who is suspended or expelled from school shall not be permitted to participate in activities during the period of the suspension or expulsion, and may also receive an extended activity suspension.

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

1. Willfully disobeying any reasonable written or oral request of a school staff member, or the voicing of disrespect to those in authority.
2. Use of violence, force, coercion, threat, intimidation, bullying, harassment or similar conduct in a manner that constitutes a substantial interference with school or extracurricular activity purposes or making any communication that a reasonable person would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property, repeated damage or theft involving property or setting or attempting to set a fire of any magnitude.
4. Causing or attempting to cause personal injury to any person, including a school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect another person shall not constitute a violation.
5. Threatening or intimidating any student for the purpose of, or with the intent of, obtaining money or anything of value from a student or making a threat which causes or may be expected to cause a disruption to school operations.
6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon (including personal safety or security devices, such as tasers, mace and pepper spray, unless a District administrator gives prior approval) or that has the appearance of a weapon, or bringing or possessing any explosive device, including fireworks, on school grounds or at a school function or event, or in a manner that is unlawful or contrary to school activity rules.
7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including

but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.

8. Public indecency.
9. Sexual assault or attempting to sexually assault any person. Engaging in sexual conduct, even if consensual, on school grounds or at a school function or event.
10. Engaging in any activity forbidden by law which constitutes a danger to other students, interferes with school purposes or an extracurricular activity, or reflects a lack of high ideals.
11. Repeated violation of any of the school rules.
12. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
13. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to a school employee, school volunteer, or student. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, national origin, or religion.
14. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school or of an extracurricular activity; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
15. Willfully violating the behavioral expectations for those students riding [Name] Public Schools buses or vehicles used for activity purposes.
16. Failure to report for the activity at the beginning of the season. Reporting for one activity may count as reporting on time if there is a change in activity within the season approved by the coach or the supervisor.
17. Failure to participate in regularly scheduled classes on the day of an extracurricular activity or event.
18. Failure to attend scheduled practices and meetings. If circumstances arise to prevent the participant's attendance, the validity of the reason will be determined by the coach or sponsor. Every reasonable effort should be made to notify the coach or sponsor prior to any missed practice or meeting.
19. All other reasonable rules or regulations adopted by the coach or sponsor of an extracurricular activity shall be followed, provided that participants shall be advised by the coach or sponsor of such rules and regulations in writing.

20. Failure to comply with any rule established by the Nebraska School Activities Association, including, but not limited to, the rules relating to eligibility.

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

### **Drug and Alcohol Violations.**

#### **Meaning of Terms.**

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

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

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

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

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

### **Consequences.**

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

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

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

**Drugs and Alcohol.**

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

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

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

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

**When Suspensions Begin.** All suspensions begin with the next scheduled activity in which the student is a participant, after the determination by school officials of the sanction to be imposed; provided that the school officials shall have the discretion to establish a time period for the suspension that makes the suspension have a real consequence for the student. During a suspension, participants may be required or permitted to practice at the sole discretion of the coach or activity sponsor. Suspensions in the Spring will be carried over to the Fall when the suspension has not been fully served or when determined appropriate for the suspension to have a real consequence for the student.

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

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

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

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

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

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

1. When a student is cited by law enforcement and school officials have a reasonable basis for determining that grounds for the issuance of the citation exist.
2. When a student is convicted of a criminal offense. Conviction includes, without

limitation, a plea of no contest and an adjudication of delinquency by the juvenile court.

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

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

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

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

### **Section 3      Attendance**

Student participants are expected to meet the following attendance expectations:

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

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

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

#### **Section 4 Academic Standards**

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

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

Eligibility criteria for part-time students is governed by Policy 5004, NSAA bylaws, and state law.

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

Date of Adoption: [Insert Date]

StudentsGraduation

To participate in commencement exercises or receive a [Name] Public Schools diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions. Students who graduate from [Name] Public Schools must accumulate 220 hours. The total graduation requirements must include the following core curriculum:

English	40	Semester Hours
Science	20	Semester Hours
Math	20	Semester Hours
Social Studies (American History and American Government and one other Social Studies course)	30	Semester Hours
Physical Education	10	Semester Hours
Speech I	5	Semester Hours
Required	125	Semester Hours
Electives	95	Semester Hours

In addition, every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation.

Legal Reference: Neb. Rev. Stat. Sec. 79-729  
Neb. Rev. Stat. Sec. 79-3003  
 NDE Rule 10

Date of Adoption: [Insert Date]

## **Graduation**

To participate in commencement exercises or receive a Raymond Central Public Schools diploma a student must fully complete all requirements for graduation prior to the official commencement exercises, and complete other administrative requirements or conditions. Students who graduate from Raymond Central Public Schools must attend eight (8) semesters and successfully complete 240 hours of credit. The total graduation requirements must include the following core curriculum:

- **English** – 45 credits  
Required classes: ENG 9, ENG 10, ENG 11, ENG 12 or SCC Comp I/II / Lit, Personal Communications  
or Competitive Speech
- **Math** – 30 credits  
Must culminate Geometry or higher
- **Science** – 30 credits  
Required classes: Physical Science, Biology
- **Social Science** – 45 credits  
Required classes: Geography, World History, American History, American Government, Economics
- **Physical Education/Health** – 10 credits  
Required class: Health
- **Business/Technology** – 15 credits  
Required class: Every student must complete at least one five-credit high school course in personal finance or financial literacy prior to graduation
- **Family & Consumer Science** – 5 credits  
Includes completion of Senior File
- **Fine Arts** – 10 credits
- **Electives** – 50 credits  
10 credits from Vocational or Fine Arts

The eight semester attendance requirement may upon appeal to the Board of Education by the second semester of their junior year, be waived by the Board of Education for those students who:

- Have met all the graduation required course-work and who wish to pursue higher levels of education during the second semester of the senior year, or
- Students who have completed all coursework, have registered for fall entry into post-high school education and can show cause that full time employment has been secured to gain finances for post-high school education's cost.

## **Special Education**

Students who have an IEP (Individualized Education Plan) according to Public Law (PL) 94-142 and Nebraska Department of Education (NDE) Rule 51 may receive Special Education services. Following are the graduation options that are offered to Special Education students. The program is arranged so that the qualified student receives individual instruction based upon his/her needs. Each student is mainstreamed as much as possible. The student is provided assistance with regular education classes and receives remedial instruction for material in a specific area.

1. Standard Diploma 240 hours - a student completed the required credits
  - It is recommended that the IEP team review and document that all requirements for receipt of a signed, regular high school diploma have been met.
2. Certificate of Attendance - the student completed or progressed toward IEP/transition goals, but not the standard course of study.
  - It is recommended that graduation be addressed in all transition plans. Plans for graduation should be considered in the development of the course of study and reviewed annually.
  - A student on a Certificate of Attendance path shall receive a pass/fail grade for any courses where the curriculum is modified.
  - The receipt of a signed, regular diploma terminates the service eligibility of students with special education needs.
  - It is recommended that all diplomas awarded by a school district be identical in appearance, content and effect, except that symbols or notations may be added to individual student's diplomas to reflect official school honors or awards earned by students.
  - A student who receives a document such as a certificate of attendance, unsigned diploma, or blank folder is eligible to continue receiving special education services until receipt of a signed, regular diploma or until the end of the school year in which the student turns 21.

Legal Reference: Neb. Rev. Stat. § 79-729  
NDE Rule 10

Date of Adoption: April 20, 2009  
Date of Revision:

Naloxone in School

The Board hereby permits the storage, administration, and implementation of naloxone (also known as Narcan) in school, so long as such storage, administration, and implementation complies with all legal requirements and the best interests of student health.

The Superintendent is hereby delegated the authority to develop rules and regulations to handle and administer naloxone in the event of a suspect opioid overdose, or in other emergency situations that require prompt attention.

Legal Reference:     Neb. Rev. Stat. § 28-470

Date of Adoption:    [Insert Date]

**Opioid Overdose Prevention and Response**

The Raymond Public School district will maintain an opioid antagonist in its schools, specifically naloxone, otherwise known by its brand name Narcan. Pursuant to Nebraska law and the Naloxone Standing Order issued by the Nebraska DHHS, Division of Public Health, the board will permit school nurses, trained school staff, or other individuals qualified by law to administer naloxone to any person at school displaying symptoms of an opioid overdose.

This policy shall not create a duty on the part of the school district and/or its personnel to administer naloxone. School representatives will not administer naloxone under the following circumstances:

- a. Naloxone is not available during the overdose emergency;
- b. There is no individual available who is qualified to administer naloxone; or
- c. School representatives are uncertain as to whether an opioid overdose is occurring.

Nothing in this policy is intended to regulate, restrict or otherwise deter a law enforcement officer, emergency medical technician, volunteer firefighter, licensed medical professional or other authorized individual from administering his/her own supply of naloxone when responding in good faith to a suspected drug overdose occurring on school district property or at a school-sponsored event.

**Procurement and Storage.** The school nurse in consultation with the superintendent will make the necessary arrangements to obtain naloxone. The naloxone will be stored in the nurses' office(s). The school nurse in consultation with the superintendent, will reorder naloxone as needed.

Naloxone that is nearing its expiration date will be replaced. The school nurse shall maintain a log of naloxone supplies consistent with the district's practices for logging other medications.

**Training.** Licensed health care professionals (nurse and health tech) and school resource officers employed on the high school and middle school levels shall all complete a CDC approved naloxone training prior to carrying and/or administering naloxone. Other school staff members may be trained as determined by the administration. Once trained, staff members shall review the DHHS standing order and applicable naloxone administration protocols as needed.

**Recordkeeping and Reporting.** Any individual who administers naloxone on behalf of the school district will promptly notify the building principal and superintendent of the facts and circumstances surrounding the drug overdose incident. The administration of naloxone to any student will be documented in his/her cumulative health record. The administration of naloxone to any staff member will be documented in his/her personnel file.

Date of Adoption: April 12, 2023

**Assessments—Academic Content Standards**

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

Language Arts standards that were adopted by the State Board in September, 2021;  
Mathematics standards that were approved by the State Board in September, 2022;  
Science standards that were adopted by the State Board in September, 2017; and  
Social Studies standards that were adopted by the State Board in November, 2019.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. §§ 79-760 to 79-760.05

Date of Adoption: July 15, 2013

Date of Revision:

InstructionAssessments—Academic Content Standards

The Board of Education adopts the academic content standards of the State Board of Education (“State Board”). The adoption of the academic content standards includes the:

Language Arts standards that were adopted by the State Board in September, ~~2014~~2021;  
Mathematics standards that were approved by the State Board in September, ~~2015~~2022;  
Science standards that were adopted by the State Board in September, 2017; and  
Social Studies standards that were adopted by the State Board in November, 2019.

Unless other action is taken, the Board of Education adopts the standards of the State Board as such standards are subsequently adopted or amended by the State Board.

The administration shall be responsible for implementing assessments on the state standards in accordance with the procedures established by the State Board and the Department of Education, including conducting assessments in the same subject areas and the same grade levels as established in the state standards, and the reporting of scores and sub-scores.

This policy does not supersede the existing standards adopted by the Board of Education except as set forth herein.

Legal Reference: Neb. Rev. Stat. Sections 79-760 to 79-760.05

Date of Adoption: [Insert Date]

**Collection of Information Relating to Dyslexia**

The District will collect and maintain the following information relating to dyslexia during each school year:

- (1) Testing for a specific learning disability in the area of reading, including tests that identify characteristics of dyslexia and the results of such tests;
- (2) The number of students identified as having a reading issue, including dyslexia, pursuant to the assessment administered under the Nebraska Reading Improvement Act and Policy 6213;
- (3) The number of students identified in Paragraph (2) that have shown growth on the measure used to identify the reading issue; and
- (4) All other data required by law and/or the District's special education obligations.

By July 1st of each year, the District will provide the Nebraska State Department of Education with information collected about dyslexia, as requested by the Department.

Any student or parent/guardian with questions or concerns about dyslexia are encouraged to contact the District's Director of Special Education.

Legal Reference: LB 298 (2023)

Date of Adoption:

InstructionInitiations, Hazing, Secret Clubs and Outside Organizations

Initiations. Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

Hazing. Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Secret Organizations. It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

Outside Organizations. It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. Sections 79-2,101 to 79-2,~~103~~-102  
Student Discipline Act, Neb. Rev. Stat. Sections 79-254 to 79-296  
Neb. Rev. Stat. Sections 28-311.06 to 28-311.07

Date of Adoption: [Insert Date]

**Initiations, Hazing, Secret Clubs and Outside Organizations**

**Initiations.** Initiations by classes, clubs or athletic teams are prohibited except with the approval of the administration. Any student who engages in or encourages initiations that have not been approved by the administration is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

The administration may only give consent to initiation activities that are consistent with student conduct expectations and that do not present a risk of physical or mental injury or belittlement.

**Hazing.** Hazing by classes, clubs, athletic teams or other student organizations are prohibited. Hazing means any activity by which a person intentionally or recklessly endangers the physical or mental health or safety of an individual for the purpose of initiation into, admission into, affiliation with, or continued membership with any school organization. Such prohibited hazing activity includes whipping, beating, branding, an act of sexual penetration, an exposure of the genitals of the body done with intent to affront or alarm any person, a lewd fondling or caressing of the body of another person, forced and prolonged calisthenics, prolonged exposure to the elements, forced consumption of any food, liquor, beverage, drug, or harmful substance not generally intended for human consumption, prolonged sleep deprivation, sexual conduct, nudity, or any brutal treatment or the performance of any act which endangers the physical or mental health or safety of any person or the coercing of any such activity. Hazing is prohibited even though the person who has been the subject of the hazing consents to the activity. Any student who engages in or encourages hazing is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

**Secret Organizations.** It is unlawful for students to participate in or be members of any secret fraternity or secret organization that is in any degree a school organization. Any student who violates this restriction is subject to disciplinary action, up to and including denial of any or all school privileges and expulsion.

**Outside Organizations.** It is unlawful for any person, whether a student of the District or not, to enter upon the school grounds or any school building for the purpose of rushing or soliciting, while there, any student to join any fraternity, society, or association organized outside of the schools. Any person who violates this restriction is subject to criminal prosecution and removal and exclusion from school grounds.

Legal Reference: Neb. Rev. Stat. §§ 79-2,101 to 79-2,102  
Student Discipline Act, Neb. Rev. Stat. §§ 79-254 to 79-296  
Reference Neb. Rev. Stat. §§ 28-311.06 to 28-311.07

Date of Adoption: June 11, 2014  
Date of Revision:

## **Artificial Intelligence**

### **Introduction**

Raymond Central Public Schools acknowledges that artificial intelligence continues to emerge as a resource that may assist students with future technology and different ways of learning. However, artificial intelligence also poses a challenge to delineate the responsible use of artificial intelligence with student plagiarism. As a result, the Board of Education adopts this Policy to specifically address how the District will address academic honesty and integrity regarding a student's use of artificial intelligence.

### **Permissible Uses of Artificial Intelligence in School Assignments**

Students may use artificial intelligence or related platforms when any of the following occurs:

1. The student receives advance permission from the teacher for the given assignment or project; or
2. The teacher's classroom rules or expectations established artificial intelligence as a permissible resource for students to access.

Any student with questions about the use of artificial intelligence should contact their teacher in advance of using artificial intelligence to assist with any assignment. It is the responsibility of each student to understand the permissible use (if any) of artificial intelligence in a given class or a particular assignment. Students must be fully forthright and honest about their use of artificial intelligence to assist with any school assignment.

### **Impermissible Uses of Artificial Intelligence in School Assignments**

Unless otherwise permitted by this Policy, students may not use artificial intelligence or related platforms to assist or complete any assignment, project, test, or other school-related task. The impermissible use of artificial intelligence may subject the student to discipline in accordance with the District's plagiarism policy and academic dishonesty rules.

Date of Adoption: [Insert Date]

## **Special Education**

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

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

### **1. Free Appropriate Public Education**

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

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

### **2. Full Educational Opportunity Goal**

The District shall take steps to ensure that its children with verified disabilities, through the school year in which the child reaches age twenty-one (21), have available to them the variety of educational programs and services available to children without disabilities in the areas served by the District, including art, music, industrial arts, family consumer science education, and vocational education.

Legal Reference: 92 NAC 51-004.11A

### **3. Child Find**

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

Legal Reference: 92 NAC 51-006.01 through 006.01A2

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

For a school age student, a general education student assistance team (SAT) or a comparable problem solving team shall be used prior to referral for multidisciplinary team evaluation. The SAT or comparable problem solving team shall utilize and document problem solving and intervention strategies to assist the teacher in the provision of general education. If the student assistance team or

comparable problem solving team feels that all viable alternatives have been explored, a referral for multidisciplinary evaluation shall be completed. A referral shall include information from the SAT or comparable problem solving team, meeting the requirements of 92 NAC 51-006.01B and a listing of the members of the SAT or comparable problem solving team.

Legal Reference: 92 NAC 51-006.01B

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

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

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

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

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

Legal Reference: 92 NAC 51-007

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

To the maximum extent appropriate, children with disabilities, through the school year in which the child reaches age twenty-one, including children in public or private institutions or other care facilities, are to be educated with children who are not disabled. Placement for a student with a disability will be based upon a completed IEP developed by a group of persons, including the parent, guardian, or appointed surrogate, knowledgeable about the child, the meaning of the evaluation data, and the placement options. Special classes, separate schooling, or other removal of children with disabilities from the regular educational environment will occur only when the nature or severity of the disability of a child is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily (the "Least Restrictive Environment Rules"). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

#### **8. Procedural Safeguards**

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

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

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

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension as long as those removals do not constitute a change of placement. The District defines a change of placement as it is defined under 92 NAC 51-016. The school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement has occurred. Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the student's IEP shall conduct a manifestation determination pursuant to 92 NAC 51-016. If the conduct which gave rise to the violation of the school code is determined to be a manifestation of the student's disability, any change of placement for the student will only be made by a student's IEP team. For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

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

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

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

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

Legal Reference: 92 NAC 51-006

**11. Confidentiality of Personally Identifiable Information**

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

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

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

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

Legal Reference: 92 NAC 52-008

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

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

Legal Reference: 92 NAC 51-012.08 and 015

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

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

Legal Reference: 92 NAC 51-010

## **15. Accessibility of IEP and Responsibility to Implement**

A child's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the IEP's implementation. Each of the aforementioned providers shall be informed of his or her specific responsibilities related to implementing the child's IEP, and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. All providers who are responsible for the implementation of a child's IEP are expected to implement the child's IEP according to its terms.

Legal Reference: 92 NAC 51-004.05

## **16. 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

## **17. Suspension and Expulsion Rates**

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

Legal Reference: 92 NAC 51-004.06E

## **18. Access to Instructional Materials**

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

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

Legal Reference: 92 NAC 51-004.15

### **19. Over-Identification and Disproportionality**

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

Legal Reference: 92 NAC 51-006.02C

### **20. 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)

### **21. Transportation**

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

Legal Reference: 92 NAC 51-014.01 through 014.02

### **22. Surrogates**

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

Legal Reference: 92 NAC 51-009.10

### **23. Early Intervention Services – Consent**

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

Legal Reference: 92 NAC 52

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

Date of Adoption: August 15, 2011

Date of Revision:

InstructionSpecial Education

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

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

**1. Free Appropriate Public Education**

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

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

**2. Full Educational Opportunity Goal**

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

Legal Reference: 92 NAC 51-004.11A

**3. Child Find**

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

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

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

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

Legal Reference: 92 NAC 51-006.01B

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

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

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

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

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

Legal Reference: 92 NAC 51-007

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

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

cannot be achieved satisfactorily (the “Least Restrictive Environment Rules”). The District will ensure that a continuum of alternative placements is available to meet the needs of children with disabilities, particularly those in disproportionate groups, for special education and related services.

Legal Reference: 92 NAC 51-008.01

### **8. Procedural Safeguards**

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

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

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

School personnel may remove a child with a disability who violates a code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension as long as those removals do not constitute a change of placement. The District defines a change of placement as it is defined under 92 NAC 51-016. ,for no more than ten (10) consecutive school days and for additional removals of not more than ten (10) consecutive school days in the same school year for separate incidents of misconduct, as long as those removals do not constitute a change of placement. If a student with a disability violates a code of student conduct, the sThe school district will ensure that school personnel appropriately consider unique circumstances on a case-by-case basis when determining whether a change in placement has occurred. ,as defined in Federal and Nebraska rules, is appropriate for the student. Change of placement decisions related to disciplinary removals will be consistent with Federal and Nebraska regulations. Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, the school district, the parent, and relevant members of the student’s IEP shall conduct a manifestation determination pursuant to 92 NAC 51-016. If the conduct which gave rise to the violation of the school code is determined to be a manifestation of the student’s disability, any change of placement for the student will only be made by a student’s IEP team.– For disciplinary changes in placement that would exceed ten (10) consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child’s disability, school personnel may apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures that would be applied to children without disabilities.

Legal Reference: 92 NAC 51-016

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

Children with disabilities shall be evaluated, identified, and reevaluated by a team of multidisciplinary qualified professionals in accordance with 92 NAC 51-006. The MDT of a child suspected of having a specific learning disability shall include the additional requirements in accordance with 92 NAC 51-006.04K. The District will make reasonable efforts to obtain written

permission for evaluation in accordance with Federal and Nebraska rules. Revocation for consent for evaluation must be documented by the parent, guardian, or appointed surrogate in writing.

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

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

Legal Reference: 92 NAC 51-006

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

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

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

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

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

Legal Reference: 92 NAC 52-008

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

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

Legal Reference: 92 NAC 51-012.08 and 015

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

Personnel providing special education or related services to children with disabilities shall be appropriately and adequately prepared and trained in accordance with IDEA requirements and the

District will take measurable steps to recruit, hire, train and retain personnel meeting the requirements of IDEA to provide such services.

Legal Reference: 92 NAC 51-010

### **15. Accessibility of IEP and Responsibility to Implement**

A child's IEP shall be accessible to each regular education teacher, special education teacher, related service provider, and other service provider who is responsible for the IEP's implementation. Each of the aforementioned providers shall be informed of his or her specific responsibilities related to implementing the child's IEP, and the specific accommodations, modifications, and supports that must be provided for the child in accordance with the IEP. All providers who are responsible for the implementation of a child's IEP are expected to implement the child's IEP according to its terms.

### **15.16. Participation in and Reporting of State and District Wide Assessments**

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

Legal Reference: 92 NAC 51-004.05

### **16.17. Suspension and Expulsion Rates**

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

Legal Reference: 92 NAC 51-004.06E

### **17.18. Access to Instructional Materials**

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

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

Legal Reference: 92 NAC 51-004.15

### **18.19. Over-Identification and Disproportionality**

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

available to all children regardless of race, ethnicity, language, location, transience, income level, and access to medical care.

Legal Reference: 92 NAC 51-006.02C

#### **19.20. Prohibition on Mandatory Medication**

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

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

#### **20.21. Transportation**

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

Legal Reference: 92 NAC 51-014.01 through 014.02

#### **21.22. Surrogates**

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

Legal Reference: 92 NAC 51-009.10

#### **22.23. Early Intervention Services – Consent**

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

Legal Reference: 92 NAC 52

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

Date of Adoption: [Insert Date]

**Firearm Policy**

It shall be the policy of the Raymond Central Public School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp, peace officers, off duty cops, or other duly authorized law enforcement officers when on duty or training or when contracted by a school to provide school security or school event contract services. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. § 28-1204.04

Date of Adoption: May 18, 2009

Date of Revision:

InstructionFirearm Policy

It shall be the policy of the [Name] Public School District to undertake all reasonable efforts to prohibit the unlawful possession, the knowingly and intentionally selling, attempting to sell, providing, loaning, delivering, or in any other way transferring the possession of a firearm to a juvenile, and to prevent the unlawful possession of a firearm, including concealed firearms, in a school, on school grounds, in a school owned vehicle, or at a school sponsored activity or athletic event. This policy shall not apply to the issuance of firearms to or possession by members of the Armed Services of the United States, active or reserve, National Guard of the State, or reserve officers training corp, peace officers, off duty cops, or other duly authorized law enforcement officers when on duty or training or when contracted by a school to provide school security or school event contract services. Further, nothing in this policy shall be construed to require school action when a firearm is lawfully possessed by a person receiving instruction, or instruction under the immediate supervision of an adult instructor, or as to firearms contained within a private vehicle operated by a non-student adult when the firearm is not loaded, is encased, and is either in a locked firearm rack that is on a motor vehicle or is in a case that is expressly made for the purpose of containing a firearm and that is completely zipped, snapped, buckled, tied or otherwise fastened with no part of a firearm exposed.

Any unlawful use or possession of a firearm, including concealed firearms, as described in this policy and as described by statute shall as soon as is reasonably possible be reported to an appropriate peace officer. Nothing in this policy shall be construed to prevent the district from carrying out regular disciplinary procedures as have been adopted by the Board of Education or as otherwise authorized by law.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04

Date of Adoption: [Insert Date]

**Seizure Safe Schools**

Each school building will have a “seizure action plan” if the following criteria are met: (1) at least one student in that building has been identified as having a seizure disorder; and (2) that student’s parent or guardian and health care provider have worked with the school to develop a seizure action plan.

Every building with a seizure action plan will have at least one employee who has met the training requirements necessary to administer or assist with the self-administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms.

In accordance with state law, except in the case of an emergency, prior to the administration of a seizure rescue medication or medication prescribed to treat seizure disorder symptoms by a school employee, a student's parent or guardian must:

1. Provide the school with a written authorization to administer the medication at school;
2. Provide a written statement from the student's health care practitioner containing the following information:
  - a. The student's name;
  - b. The name and purpose of the medication;
  - c. The prescribed dosage;
  - d. The route of administration;
  - e. The frequency that the medication may be administered; and
  - f. The circumstances under which the medication may be administered.
3. Provide the medication to the school in its unopened, sealed package with the intact label affixed by the dispensing pharmacy; and
4. Collaborate with school employees to create a seizure action plan.

If permitted by the student's seizure action plan, a student shall be allowed to possess the supplies, equipment, and medication necessary to treat a seizure disorder in accordance with such seizure action plan.

Any authorization provided by a parent or guardian shall be effective only for the school year in which it is provided and shall be renewed each following school year.

Legal Reference: Neb. Statute 79-3201 to 3207

Date of Adoption:

**Behavioral Points of Contact**

The Superintendent is delegated the authority to designate one or more behavioral awareness and health points of contact for each school building in the District. The behavioral awareness and health point of contact may be an administrator, nurse, psychologist, or another appropriate staff member. Each behavioral awareness and health point of contact will be trained in behavioral awareness and health and have knowledge of community service providers and other resources that are available for the students and families in the District. The District will maintain or have access to a registry of local mental health and counseling resources for students and parents.

The points of contact will be listed on the District's website and in the student handbook.

The Superintendent shall report the designated behavioral awareness and health points of contact to the Nebraska State Department of Education each year when requested by the Department.

In addition, all District employees who interact with students, as determined by the Superintendent, shall receive at least one hour of behavioral and mental health training with a focus on suicide awareness and prevention training each year. The Superintendent or designee shall be responsible for coordinating this training.

Legal Reference: Neb. Rev. Stat. § 79-11,159  
LB 705, § 4 (2023)

Date of Adoption: [Insert Date]

Internal Board Policies - OrganizationAnnual Organizational Meeting

- A. An organizational meeting of the [Name] School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after \_\_\_\_\_ ballots or \_\_\_\_\_ hours, the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that \_\_\_\_\_ be elected as \_\_\_\_\_ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

- B. The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
  - a. President

- b. Vice President
  - c. Treasurer
  - d. Secretary
4. Approval of committees, positions, and designations
    - a. Consider, discuss and take action to elect Recording Secretary ~~of~~ the BOE
    - b. Consider, discuss and take action to select Legal counsel
    - c. Consider, discuss and take action to elect Committees as determined by the BOE
    - d. Consider, discuss and take action to select Depository bank(s)
    - e. Consider, discuss and take action to select District newspaper(s) of record
  5. Approval of current Board policies and regulations
  6. Designate date for the annual review of BOE policies
  7. Dissemination to each Board member of conflict of interest statutes
  8. Adjournment

Date of Adoption: [Insert Date]

### **Annual Organizational Meeting**

An organizational meeting of the Raymond Central School District Board of Education shall be held on or before the third Monday of January of each year for the purposes of seating any new members and electing officers.

The following are procedures for election of officers and other business to take place at the annual organizational meeting of the Board:

1. After new Board members are sworn in, the Board will elect from its members a President, Vice President, Secretary and Treasurer, and if it is determined by the Board of Education to be needed an ex officio secretary and treasurer and those elected will assume office at the organizational meeting.

Upon call for nominations for each office by the Chair, nominations shall be made by written or oral ballot. Voting will be by oral or written ballot on all members nominated and repeated until a majority is achieved for a nominee. If no member receives a majority of votes after five (5) ballots or one (1) hour(s), the Board member who was the President of the Board during the immediately preceding term shall continue as President. In the event that the previous Board President is no longer a Board member, then the Vice President from the immediately preceding term shall become the President. In the event that both the prior President and Vice President are no longer members of the Board, then the longest tenured Board member shall serve as President. The vote may be taken by secret ballot, but the total number of votes for each candidate shall be recorded in the minutes of the meeting.

2. The President shall assume the chair immediately upon the President's election.
3. The motions for the officer elections should read: Move that \_\_\_\_\_ be elected as \_\_\_\_\_ (name of office) to serve a term of one year, or until the person's successor is elected and qualified.

The order of business for meeting should be as follows:

1. Call to Order and Roll Call
2. Oath of office for most recently elected
3. Elections
  - a. President
  - b. Vice President
  - c. Treasurer
  - d. Secretary
4. Approval of committees, positions, and designations
  - a. Consider, discuss and take action to elect Recording Secretary of the BOE
  - b. Consider, discuss and take action to select Legal counsel
  - c. Consider, discuss and take action to elect Committees as determined by the BOE
  - d. Consider, discuss and take action to select Depository bank(s)
  - e. Consider, discuss and take action to select District newspaper(s) of record
5. Approval of current Board policies and regulations
6. Designate date for the annual review of BOE policies

7. Dissemination to each Board member of conflict of interest statutes
8. Adjournment

Legal Reference: Neb. Rev. Stat. §§ 77-2350 and 77-2350.01

Date of Adoption: May 18, 2009

Date of Revision:

# EMPLOYEE RIGHTS

## UNDER THE FAIR LABOR STANDARDS ACT

### FEDERAL MINIMUM WAGE

# \$7.25

 PER HOUR

BEGINNING JULY 24, 2009

The law requires employers to display this poster where employees can readily see it.

**OVERTIME PAY** At least 1½ times the regular rate of pay for all hours worked over 40 in a workweek.

**CHILD LABOR** An employee must be at least 16 years old to work in most non-farm jobs and at least 18 to work in non-farm jobs declared hazardous by the Secretary of Labor. Youths 14 and 15 years old may work outside school hours in various non-manufacturing, non-mining, non-hazardous jobs with certain work hours restrictions. Different rules apply in agricultural employment.

**TIP CREDIT** Employers of “tipped employees” who meet certain conditions may claim a partial wage credit based on tips received by their employees. Employers must pay tipped employees a cash wage of at least \$2.13 per hour if they claim a tip credit against their minimum wage obligation. If an employee’s tips combined with the employer’s cash wage of at least \$2.13 per hour do not equal the minimum hourly wage, the employer must make up the difference.

**PUMP AT WORK** The FLSA requires employers to provide reasonable break time for a nursing employee to express breast milk for their nursing child for one year after the child’s birth each time the employee needs to express breast milk. Employers must provide a place, other than a bathroom, that is shielded from view and free from intrusion from coworkers and the public, which may be used by the employee to express breast milk.

**ENFORCEMENT** The Department has authority to recover back wages and an equal amount in liquidated damages in instances of minimum wage, overtime, and other violations. The Department may litigate and/or recommend criminal prosecution. Employers may be assessed civil money penalties for each willful or repeated violation of the minimum wage or overtime pay provisions of the law. Civil money penalties may also be assessed for violations of the FLSA’s child labor provisions. Heightened civil money penalties may be assessed for each child labor violation that results in the death or serious injury of any minor employee, and such assessments may be doubled when the violations are determined to be willful or repeated. The law also prohibits retaliating against or discharging workers who file a complaint or participate in any proceeding under the FLSA.

**ADDITIONAL INFORMATION**

- Certain occupations and establishments are exempt from the minimum wage, and/or overtime pay provisions. Certain narrow exemptions also apply to the pump at work requirements.
- Special provisions apply to workers in American Samoa, the Commonwealth of the Northern Mariana Islands, and the Commonwealth of Puerto Rico.
- Some state laws provide greater employee protections; employers must comply with both.
- Some employers incorrectly classify workers as “independent contractors” when they are actually employees under the FLSA. It is important to know the difference between the two because employees (unless exempt) are entitled to the FLSA’s minimum wage and overtime pay protections and correctly classified independent contractors are not.
- Certain full-time students, student learners, apprentices, and workers with disabilities may be paid less than the minimum wage under special certificates issued by the Department of Labor.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
[www.dol.gov/agencies/whd](http://www.dol.gov/agencies/whd)



# Your Employee Rights Under the Family and Medical Leave Act

## What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

## Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

## How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

## What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

## Where can I find more information?

Call **1-866-487-9243** or visit **dol.gov/fmla** to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



**WAGE AND HOUR DIVISION**  
UNITED STATES DEPARTMENT OF LABOR





# Know Your Rights: Workplace Discrimination is Illegal

The U.S. Equal Employment Opportunity Commission (EEOC) enforces Federal laws that protect you from discrimination in employment. If you believe you've been discriminated against at work or in applying for a job, the EEOC may be able to help.

## Who is Protected?

- Employees (current and former), including managers and temporary employees
- Job applicants
- Union members and applicants for membership in a union

## What Organizations are Covered?

- Most private employers
- State and local governments (as employers)
- Educational institutions (as employers)
- Unions
- Staffing agencies

## What Types of Employment Discrimination are Illegal?

Under the EEOC's laws, an employer may not discriminate against you, regardless of your immigration status, on the bases of:

- Race
- Color
- Religion
- National origin
- Sex (including pregnancy and related conditions, sexual orientation, or gender identity)
- Age (40 and older)
- Disability
- Genetic information (including employer requests for, or purchase, use, or disclosure of genetic tests, genetic services, or family medical history)
- Retaliation for filing a charge, reasonably opposing discrimination, or participating in a discrimination lawsuit, investigation, or proceeding.

## What Employment Practices can be Challenged as Discriminatory?

All aspects of employment, including:

- Discharge, firing, or lay-off
- Harassment (including unwelcome verbal or physical conduct)
- Hiring or promotion
- Assignment
- Pay (unequal wages or compensation)
- Failure to provide reasonable accommodation for a disability or a sincerely-held religious belief, observance or practice
- Benefits
- Job training
- Classification
- Referral
- Obtaining or disclosing genetic information of employees
- Requesting or disclosing medical information of employees
- Conduct that might reasonably discourage someone from opposing discrimination, filing a charge, or participating in an investigation or proceeding.

## What can You Do if You Believe Discrimination has Occurred?

Contact the EEOC promptly if you suspect discrimination. Do not delay, because there are strict time limits for filing a charge of discrimination (180 or 300 days, depending on where you live/work). You can reach the EEOC in any of the following ways:

**Submit** an inquiry through the EEOC's public portal:  
<https://publicportal.eeoc.gov/Portal/Login.aspx>

**Call** 1-800-669-4000 (toll free)  
1-800-669-6820 (TTY)  
1-844-234-5122 (ASL video phone)

**Visit** an EEOC field office (information at [www.eeoc.gov/field-office](http://www.eeoc.gov/field-office))

**E-Mail** [info@eeoc.gov](mailto:info@eeoc.gov)

Additional information about the EEOC, including information about filing a charge of discrimination, is available at [www.eeoc.gov](http://www.eeoc.gov).



## EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

The Department of Labor's Office of Federal Contract Compliance Programs (OFCCP) enforces the nondiscrimination and affirmative action commitments of companies doing business with the Federal Government. If you are applying for a job with, or are an employee of, a company with a Federal contract or subcontract, you are protected under Federal law from discrimination on the following bases:

### Race, Color, Religion, Sex, Sexual Orientation, Gender Identity, National Origin

Executive Order 11246, as amended, prohibits employment discrimination by Federal contractors based on race, color, religion, sex, sexual orientation, gender identity, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

### Asking About, Disclosing, or Discussing Pay

Executive Order 11246, as amended, protects applicants and employees of Federal contractors from discrimination based on inquiring about, disclosing, or discussing their compensation or the compensation of other applicants or employees.

### Disability

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals with disabilities from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment by Federal contractors. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, barring undue hardship to the employer. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

### Protected Veteran Status

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits employment discrimination against, and requires affirmative action to recruit, employ, and advance in employment, disabled veterans, recently separated veterans (i.e., within three years of discharge or release from active duty), active duty wartime or campaign badge veterans, or Armed Forces service medal veterans.

### Retaliation

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination by Federal contractors under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under OFCCP's authorities should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP)  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, D.C. 20210  
1-800-397-6251 (toll-free)

If you are deaf, hard of hearing, or have a speech disability, please dial 7-1-1 to access telecommunications relay services. OFCCP may also be contacted by submitting a question online to OFCCP's Help Desk at <https://ofccphelpdesk.dol.gov/s/>, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor and on OFCCP's "Contact Us" webpage at <https://www.dol.gov/agencies/ofccp/contact>.

## PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

### Race, Color, National Origin, Sex

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

### Individuals with Disabilities

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

Discuss, Consider and Take Necessary Action to approve security cameras for Ceresco and Valparaiso elementaries

Motion by Benes, second by Lange to approve the purchase of exterior security cameras for Ceresco and Valparaiso elementaries at a cost of \$15,415.00. RCV 5-0. Motion carried



## **Proposal: Elementary School Cameras (4)**

**Prepared for:**  
Raymond Central School District

**Prepared by:**  
Justin Peppard

---

We see beyond in everything we do. Beyond titles or tasks. Beyond today's challenges and tomorrow's goal. When someone, colleague or client, is in need we are there ready to find a way to help. This philosophy carries through our office locations, in the field, and across our communities. Doing what's right, even when no one is watching. That's Kidwell.



Prepared For:

**Raymond Central School District**

Jaxn Kobza  
1800 W Agnew Rd  
Raymond, NE 68424  
United States

Prepared By:

**Justin Peppard**  
jpeppard@kidwellinc.com  
KIDQ18972-02  
7/10/2023

**Elementary School Cameras (4)**

---

**Project Scope:**

Kidwell will install four (4) new Avigilon cameras for Raymond Central Public Schools.

One of the new cameras will utilize an existing data cable & license.

Kidwell is not responsible for schedule delays caused by others and/or material delays.

Pricing Breakout:  
Materials: \$11,167.00  
Installation: \$4,248.00

**Engineering**

Ceresco Elementary:

Kidwell will provide & install one (1) 24MP three-lens multi-sensor exterior camera with a 270-degree view & one (1) 10MP two-lens exterior camera.

Valparaiso Elementary:

Kidwell will provide & install one (1) 24MP three-lens multi-sensor exterior camera with a 270-degree view & one (1) 5MP outdoor dome outside the main school entrance doors.

Pricing includes two (2) runs of conduit for two (2) exterior cameras.

Owner to provide all required 120V receptacles and PoE+ network switch ports.

## Notes:

Proposal assumes that all existing/owner-provided equipment is functioning properly and is in good working condition.

Proposal assumes that existing conduits and raceways are free from obstructions and can be re-used.

Proposal assumes all new camera locations are within 300' of an existing PoE+ network switch port.

Proposal does not include any cabinets or shelves for equipment.

---

Important Contact Information:

Kidwell Support: [dispatch@kidwellinc.com](mailto:dispatch@kidwellinc.com) - 402.473.7788

## Items Not Included:

Server.

Video intercom.

Additional server storage.

Network switches.

Lift Rental.

Patching or painting.

Any 120V work.

Configurations to owners' network.

PC.

Warranty on any existing equipment.

Network connection between buildings.

**Hardware**

---

- 1.00 5.0 MP; WDR; LightCatcher; Day/Night; Outdoor Dome; 3.1-8.4mm f/1.6; Integrated IR
- 1.00 2x 5MP H5A Dual Head Camera. Outdoor camera with built-in IR
- 2.00 3x 8 MP; WDR; LightCatcher; 4mm; Camera Only
- 1.00 NPT Adapter for H5SL/H4SL Dome Cameras
- 2.00 Indoor/Outdoor Pendant Wall Mount.
- 1.00 Pendant Adapter for the H5A Dual Head camera.
- 1.00 Outdoor Surface-Mount Adapter.
- 1.00 Outdoor Pendant Mount.
- 2.00 Outdoor Dome Cover for H4 Multisensor
- 1.00 Pendant Wall-Mount Adapter.
- 1.00 Corner-Mount Adapter.
- 2.00 IR Illuminator Ring; up to 30m (100ft).
- 2.00 Indoor Single-Port Gigabit PoE++ Injector, 60W

**Software**

---

- 3.00 ACC 7 Enterprise camera channel

**Services & Other Totals**

---

Programming/System Installation	Included
Engineering & System Design	Included
Project Management	Included
New Plenum-Rated CAT6 Cabling Runs (3)	Included



---

## Proposal Summary

---

Base Bid:

\$15,415.00

---

\* By signing, CUSTOMER ACKNOWLEDGES that they have reviewed and understand all attached terms and conditions of this agreement.

Grand Total:

\$15,415.00

### Notes:

\* Sales Tax has not been included in this proposal.

### Terms:

\* 50% Down Required before any work can begin

\* Remaining Payment to be made as follows: MONTHLY - ADDITIONAL FEES WILL APPLY IF PAYMENT IS MADE BY CREDIT CARD

\* Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.

---

Authorized Kidwell Representative: John Wiechman Date: 7/10/2023

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### LINCOLN

3333 Folkways Circle  
Lincoln, NE 68504  
Tel 402.475.9151

### OMAHA

7050 S 110th St  
La Vista, NE 68128  
Tel 402.333.2333

### KEARNEY

414 East 6th Street  
Kearney, NE 68847  
Tel 308.233.5111

---

**Quote Valid 10 Days from Proposal Date**



Serving  
Nebraska  
Since 1948



## Additional Notes & Payment Terms

### Notes:

- 1) No sales tax has been included for material and labor in this proposal.
- 2) If you are a Tax-Exempt Organization; No material will be purchased prior to Kidwell receiving a valid Nebraska Form 13 and or 17.
- 3) All other required taxes will be charged and added to the proposal price on invoicing.
- 4) Proposal does not include any patching, painting, or repair of any surface.
- 5) Proposal assumes all work can be completed during Kidwell's normal business hours unless otherwise agreed upon.
- 6) Proposal assumes project phases (if any) will be performed in succession & will not require Kidwell to leave the job site between phases.
- 7) Proposal does not include any ceiling removal or replacement.
- 8) Proposal does not include infectious control procedures.
- 9) Proposal assumes all cabling to be ran free-aired in accessible ceiling.
- 10) Proposal assumes walls can be fished down.
- 11) Proposal does not include any warranty on owner supplied material or equipment.
- 12) Proposal does not include any discovery allowances.
- 13) The following items are not included in this proposal unless otherwise stated above:
  - a. Fees from the local power, cable and telephone companies.
  - b. Plywood backboards and any backing materials of any kind.
  - c. Disposal of any hazardous waste, including lamps and ballasts.
  - d. Restoration of any vegetation.
  - e. Repair of lawn irrigation systems.
- 14) Kidwell Inc. will pay for required electrical permit fees only.
- 15) Troubleshooting/Fixing spyware/virus infected PCs/Servers not included.
- 16) Troubleshooting ISP/Telco Lines not included.
- 17) No additional hardware or software included in this proposal unless listed above.
- 18) All hardware/software will be installed in accordance to the manufacturer's specifications.
- 19) Diagnosing existing hardware/software problems not included.
- 20) Kidwell will work with owner and/or software/hardware provider on T&M basis per owner's request.
- 21) All Microsoft software will be installed using Microsoft Best Practices.
- 22) Kidwell will warrant the installation per the scope for up to one year from date of acceptance.
- 23) Modifications made by the customer to the original installation will void Kidwell's warranty.
- 24) Any custom configurations are outside the scope of this project.
- 25) Service calls more than three hours from nearest Kidwell office will incur travel charges.

### Payment Terms:

- 1) Payment to be made as follows: MONTHLY
- 2) Accounts not paid within thirty days are subject to a finance charge of 1% monthly, and an annual rate of 12%.
- 3) Note: This proposal may be withdrawn by Kidwell, Inc. if not accepted within ten days.
- 4) Credit cards will not be accepted as payment on this proposal.



## Terms & Conditions

**Fees.** All fees are payable in U.S. currency. Unless otherwise noted, all fees are due upon receipt of the statement, and are delinquent thirty (30) days after the date of the statement. Customer shall be responsible to pay all sales, use, excise and similar taxes. If any statement is not paid in full within thirty (30) days of the statement, interest will accrue on the unpaid balance at the rate of twelve percent (12%) per annum until paid. Credit cards will not be accepted as payment on this proposal.

**Facilities.** For services provided on the Customer's premises, Customer shall provide a safe work site for performance of the services, and shall provide such assistance as may be reasonably necessary for the efficient performance by Kidwell employees.

**Disclaimer of Warranties.** Kidwell warrants that the services provided will be performed in accordance with the Customer's approved work plan, and in a workmanlike manner determined to be most appropriate under the circumstances. This warranty is the sole warranty, and it is in lieu of all other warranties, either express or implied.

**Employees.** Customer shall not hire, engage or employ any employee of Kidwell during the period ending twelve (12) months after the earlier of (i) the last date that Kidwell renders any services to Customer; or (ii) termination of the employee's employment with Kidwell. Kidwell shall be entitled to specific performance of this provision.

**Confidentiality.** Each party covenants and agrees to hold and keep the other party's confidential information in confidence and will not disclose such confidential information to anyone without the other's prior written consent. The party receiving such confidential information will not use, or permit others to use, such confidential information for any purpose other than in accordance with this Agreement, and shall not make any unauthorized copy of any confidential information and will use its best efforts to avoid disclosure, dissemination or unauthorized use of the other's confidential information.

**Remedies.** The parties shall have the following remedies:

**Correction.** Customer's exclusive remedy for any breach of warranty or error in services rendered by Kidwell shall be limited to correction of the error in workmanship through its time and efforts at no additional charge to Customer. If the error results from incorrect or incomplete data or information provided to Kidwell, Customer shall be liable to Kidwell for the cost to correct the error at its customary time and material charges.

**Performance.** If Customer defaults in payment or otherwise, Kidwell at its sole and exclusive option, shall have the right to suspend performance of the services until such default is cured, and such suspension shall be without liability or obligation to Customer or any third party, and without prejudice to the rights and remedies of Kidwell pursuant to this Agreement.

**Limitation of Liability.** Neither party shall be liable for incidental or consequential damages of the other. In no event shall Kidwell's liability for damages, losses or expenses as a result of negligence exceed the amount of fees paid by Customer to Kidwell in the six (6) month period immediately preceding the act or omission causing such damage or loss. The amount of Kidwell's fee for services is a consideration in the limitation of its liability hereunder.

**Independent Contractor.** Kidwell and Customer have the relationship of independent contractors and neither is the agent, partner, joint venture, or employee of or with the other and no fiduciary relationship between the parties exists. Neither party shall have the right to bind or obligate the other in any manner, nor shall it represent that it has any such right to do so.

**Governing Law.** This agreement shall be governed by and construed in accordance with substantive law of the State of Nebraska.

**Force Majeure.** The performance by either party of any of the undertakings set forth in this Agreement shall not be deemed untimely to the extent any late performance or nonperformance is due to acts of God, acts of war, civil disturbance, acts of government, including, but not limited to, government or court orders or any other act or event beyond the control of the affected party.

**Entire Agreement.** This Agreement sets forth the entire agreement between the parties concerning the subject hereof, and supersedes all prior and contemporaneous written or oral negotiations and agreements between them concerning the subject matter thereof.

Customer Initial: \_\_\_\_\_

KIDQ18972-02



**Customer Address Verification**

Please verify the following JOB SITE address and BILLING address.  
If changes are required, please use the provided lines. If correct, please sign at bottom of page.

**JOB SITE ADDRESS**

Job Site Contact: Jaxn Kobza  
Email Address: jaxn.kobza@rcentral.org  
Company Name: Raymond Central School District  
Address: 1800 W Agnew Rd  
Raymond , NE 68424

If CHANGES need made to the JOB SITE ADDRESS, use these lines:

Job Site Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

**BILLING ADDRESS**

Billing Contact: Jaxn Kobza  
Email Address: jaxn.kobza@rcentral.org  
Company Name: Raymond Central School District  
Address: 1800 W Agnew Rd  
Raymond , NE 68424

If CHANGES need made to the BILLING ADDRESS, use these lines:

Billing Contact: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_

I verify all address information is correct or I have provided the correct address information.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Discuss, Consider and Take Necessary Action to approve a contract with Family Services of Lincoln for three days of a licensed mental health therapist services

Motion by Burklund, second by Benes to approve a contract with Family Services of Lincoln for three days of a licensed mental health therapist. RCV 5-0. Motion carried

## **Memorandum of Understanding Family Service and Raymond Central Public Schools**

This Memorandum of Understanding (“MOU”) is entered into as of July 1, 2023 between Family Service (FS) and Raymond Central Public Schools.

- 1. Services Provided.** Family Service agrees to provide individual and family mental health services to students and their families referred by Raymond Central Public Schools personnel. Services will be provided on-site or via telehealth. These services will be provided by a master’s level intern, a provisionally or licensed therapist. Assessment and case supervision will be provided by a licensed psychologist or by a Licensed Independent Mental Health Practitioner (LIMHP). The therapist(s) assigned to the school will also receive supervision by Family Service clinical supervisory staff. On-going training specific to the services provided by the therapist will be provided by Family Service. Consultation with school personnel will be provided by Family Service.
- 2. Assignment of FS services in the School:** The therapist(s) assigned to Raymond Central Public Schools will be vetted and employed by Family Service. Background checks will be completed prior to hire and on an annual basis. Placement of therapists will be solely within the purview of the Family Service Behavioral Health Program Coordinator. Supervision, both administrative and clinical will be provided by a licensed Family Service supervisor. Concerns regarding the performance of a Family Service therapist should be reported to the Family Service Behavioral Health Program Coordinator. Performance will be monitored by FS, with input from Raymond Central Public Schools staff, based on stringent clinical and administrative standards delineated by mental health licensure and by Family Service.
- 3. Access to Education Records:** Family Service and its employees will be given access to education records as needed to perform the mental health functions to the extent Raymond Central Public Schools determines such is permissible under law. To the extent Family Service is permitted access, on the basis that it is an institution to whom Raymond Central Public Schools has outsourced an institutional service or function for which Raymond Central Public Schools would otherwise use school employees as provided for in Family Educational Rights and Privacy Act of 1974 at 20 U.S.C. 12.34(g) and regulations at 34 CFR § 99.31(a)(1)(B), such access shall be subject to the MOU or Access to Education Records that is attached hereto.<sup>1</sup>

---

<sup>1</sup> § 99.31 Under what conditions is prior consent not required to disclose information?

(a) An educational agency or institution may disclose personally identifiable information from an education record of a student without the consent required by § 99.30 if the disclosure meets one or more of the following conditions:

(1) (B) A contractor, consultant, volunteer, or other party to whom an agency or institution has outsourced institutional services or functions may be considered a school official under this paragraph provided that the outside party—

(1) Performs an institutional service or function for which the agency or institution would otherwise use employees.

(2) Is under the direct control of the agency or institution with respect to the use and maintenance of education records; and

(3) Is subject to the requirements of § 99.33(a) governing the use and redisclosure of personally identifiable information from education records.

4. **Raymond Central Public Schools Access to Mental Health Information:** A consent to care and an authorization to exchange information, including education and medical records and personally identifiable information, between FS and Raymond Central Public Schools by the parent/guardian is required prior to receiving services. Information which will be shared by Family Service with school personnel regarding a student's participation in mental health services will be limited to a need to know basis, e.g. information which would be helpful in terms of classroom behavior and achievement.
5. **Limitations on Access and use of Mental Health Records:** All mental health records will be the sole responsibility and sole ownership of Family Service and will not be available to Raymond Central Public Schools without an authorization by the client/student's parent/guardian. The student clinical records will be retained at Family Service's administrative office located at 501 S 7<sup>th</sup> St., Lincoln, NE.
6. **Raymond Central Public Schools Responsibilities:** Raymond Central Public Schools will provide a consistent, private room for provision of mental health services, a locked cabinet to protect therapeutic supplies provided by FS, and a telephone in the room where service is provided. Access to a printer to generate safety plans and other documents that require a student copy and copies of intake paperwork for parents will be provided. On occasion, Family Service staff will meet with clients at our outpatient site. After assessing the family resources and the clinical needs, these clients may be referred to a therapist who is providing services in the designated School. Though this is infrequent, a referral through FS to provide services to a student in a designated school will impact on the number of clients which can be referred by the school. As always, if the designated school has filled the assigned therapist's caseload, these referrals will not displace those clients.
7. **Family Service Responsibilities:** FS will provide the necessary supplies to carry out the provision of mental health services. FS will be responsible for providing and maintaining malpractice insurance which shall conform to the industry standards of those engaged in the provision of services provided by FS and provide proof of coverage of the same at the time of executive of this MOU and with each renewal of the policy. Proof of insurance shall be provided with this signed MOU. FS shall also:
  - a. Ensure that its employees, agents, or anyone else representing FS in carrying out this MOU have the appropriate training and skills to perform the mental health services;
  - b. Ensure that all such individuals carry the appropriate licensure and insurance to perform the mental health services;
  - c. Ensure that all such individuals perform the mental health services based on the standard of care required of the profession and licensure, including consultation and evaluation of the performance of the mental health services with such individuals;
  - d. Shall take no action and make no representation when fulfilling the terms of this Agreement which render FS and the Raymond Central Public Schools as joint employers for any purpose, including workers' compensation, unemployment compensation, or liability.

If at any point any employee, agent, or anyone else representing FS in carrying out these duties fails to meet the standards contained in this section, Raymond Central Public Schools may elect to

terminate this MOU unless the parties otherwise agree to another employee, agent, or other representative of FS providing the mental health services.

**8. Indemnification.** Each party shall be responsible for its own acts and omissions and shall be liable for payment of that portion of any and all claims, liabilities, injuries, suits, and demands and expenses of all kinds that may result or arise out of any alleged malfeasance or neglect caused or alleged to have been caused by said party, its employees, agents, or subcontractors, in the performance or omission of any act or responsibility of said party. It is agreed that Raymond Central Public Schools is not responsible for mental health services provided by FS and, as such, that FS shall indemnify, defend, and hold Raymond Central Public Schools, its officers, agents and employees, harmless from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the provision of mental health services by FS. This provision survives termination of this Agreement.

**9. Termination.** This MOU shall terminate, or services will be reduced under the following circumstances:

- a. Inability of Raymond Central Public Schools to provide the required number of referrals (5-7 clients seen in one day of service).
- b. Hiring of any school therapist by Raymond Central Public Schools during the 2023-2024 school year.
- c. Failure of Raymond Central Public Schools to provide a safe and secure environment for the FS therapist.
- d. Failure of FS to comply with Raymond Central Public Schools policies, rules, regulations, practices, and procedures.
- e. Upon notice of a 90-day termination given by either party.

**10. Payment:** Payment for services will be agreed upon by Family Service and Raymond Central Public Schools. Raymond Central Public Schools agree to contribute \$21,798 towards the cost of therapy services in addition to what Saunders County grant award and Lancaster Human Services provides. Family Service Lincoln agrees to provide three days of therapy services per week in the 2023-2024 annual school year. Payment for services will be due 30 days upon billing in December 2023 and May 2024.

This MOU, when executed copies have been exchanged (including without limitation by facsimile or email) by the parties, is binding upon the parties as of the date first written above.

**Raymond Central Public Schools:**

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

Name:

Title:

\_\_\_\_\_ Date

**FAMILY SERVICE:**

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

Dennis Hoffman  
Executive Director

\_\_\_\_\_ Date

## **Memorandum of Understanding Regarding Access to Education Records**

This Memorandum of Understanding (“MOU”) is entered into as of July 1, 2023, between **Raymond Central Public Schools District**, and Family Service (FS) agree as follows:

- 1. Access to Education Records.** FS and Third Party and its employees may be given access to education records as needed to perform activities that would otherwise be performed by Raymond Central Public Schools personnel (the Activities) and accordingly may be granted access from time to time for FERPA protected education records.
  
- 2. Limitations on Access and Use of Education Records.**
  - a. Personally Identifiable Information. FS and Third Party acknowledge and agree that the records to which it will have access include certain Personally Identifiable Information, as such term is defined in the Family Education Rights and Privacy Act of 1974 at 20 U.S.C. 12.34(g) and regulations at 34 C.F.R. 99.3 (collectively, “FERPA”; such information, “Personally Identifiable Information”) and that FS and Third Party shall at all times fully comply with FERPA and any other applicable laws. FS and Third Party agree that it shall be under the direct control of Raymond Central Public Schools with respect to the use and maintenance of the education records.
  
  - b. Use of Personally Identifiable Information. FS and Third Party shall hold Personally Identifiable Information in confidence and shall disclose Personally Identifiable Information only to employees (including temporary employees) and contractors who have a need to know such Personally Identifiable Information for the purpose of conducting Activities mentioned previously and who have signed an appropriate non-disclosure agreement with FS and Third Party. FS and Third Party shall use such Personally Identifiable Information only in connection with these activities and shall not use such Personally Identifiable Information for any other purpose without the prior written consent of Raymond Central Public Schools. FS and Third Party shall not disclose Personally Identifiable Information to any non-employee third party (including any contractor) except with the prior written consent of Raymond Central Public Schools and the parent or eligible student.
  
  - c. Protection of Personally Identifiable Information. FS and Third Party shall protect Personally Identifiable Information by using the same degree of care, but not less than a reasonable degree of care, to prevent the unauthorized access to or use, dissemination, or disclosure of Personally Identifiable Information as it uses to protect its own confidential information. FS and Third Party shall also comply with applicable legal requirements with respect to the use and security of such Personally Identifiable Information.
  
  - d. Notice of Disclosure. FS and Third Party agree to notify Raymond Central Public Schools in writing within three business days after FS and Third Party becomes aware of any event that presents a reasonable probability of any unauthorized acquisition of access to or use of Personally Identifiable Information

- e. Subpoena. FS and Third Party may disclose Personally Identifiable Information to the extent required by law pursuant to any order or decree of any court or governmental body or agency, provided that in connection with any such disclosure, FS and Third Party shall (where reasonably possible and unless prohibited by law) give RAYMOND CENTRAL PUBLIC SCHOOLS and the parent or eligible student notice prior to such disclosure.
  - f. Return and Destruction of Data. Following a request by Raymond Central Public Schools at any time, but in any event upon the termination of this MOU, or when Personally Identifiable Information is no longer needed for purposes of performing the Activities, FS and Third Party shall destroy Personally Identifiable Information in its control. Destroy means FS and Third Party shall promptly, but in no event more than fifteen (15) days following such request, such termination, or when the Personally Identifiable Information is no longer needed, return to Raymond Central Public Schools all Personally Identifiable Data (or any portion thereof requested by Raymond Central Public Schools) or, at Raymond Central Public Schools' selection, destroy all or any part of the Personally Identifiable Data, that is within the possession or control of FS and Third Party, and shall, upon request by Raymond Central Public Schools, provide certification of such destruction; provided that, notwithstanding the foregoing, FS and Third Party may retain one copy of the Data to comply with applicable laws and regulations.
  - g. Indemnification. FS and Third Party agree to indemnify and hold harmless Raymond Central Public Schools for any damages incur Raymond Central Public Schools, including reasonable attorneys' fees, in the event of a breach by FS and Third Party's of its data security obligations under this Agreement.
- 3. Assignment.** This MOU and the duties and obligations under this MOU are not transferable or assignable by a party under any circumstance without the express prior written consent of the other party. Any attempt to transfer or assign this MOU or any of the rights, duties or obligations under this MOU without such consent is void.
- 4. Independent Contractor.** For the purposes of this MOU and all services to be provided hereunder, each party shall be, and shall be deemed to be, an independent contractor and not an agent or employee of the other party. Neither party shall have authority to make any statements, representations or commitments of any kind, or to take any action which shall be binding on the other party.
- 5. Termination.** This MOU shall terminate upon completion or earlier due to the following:
- a. By mutual written agreement of the parties, such termination to be effective as specified in such written agreement.
  - b. By either party without cause, upon 90 days' prior written notice to the other party; or
  - c. By either party if the other party commits a material breach of any term of this MOU, by sending notice of intent to terminate in writing to the other party with

reasonable specificity of the breach; such termination shall be effective if such material breach has not been cured within 15 days of the delivery of such notice.

6. **Survival.** The provisions of this MOU which by their explicit terms or their manifest intent are to survive, including without limitation those which relate to confidentiality and non-disclosure of Personally Identifiable Information shall survive expiration or termination of this MOU.
7. **Severability.** If any term, provision, or covenant of this MOU shall be held to be invalid or unenforceable for any reason (i) the remaining provisions shall continue to be valid and enforceable, and (ii) the remainder of this MOU shall be interpreted in the manner that most closely effectuates the parties' intent in entering into this MOU
8. **Governing Law.** All questions concerning the validity, interpretation and performance of this MOU shall be governed by and decided in accordance with the laws of Nebraska, without regard to any conflicts of laws and principles thereof.
9. **Waiver.** A waiver of a breach or default under this MOU or a consent to modify its terms shall be in a writing that specifically references this MOU and shall not be a waiver of any other or subsequent breach or default or a consent to any other or future modification. The failure or delay in enforcing compliance with any term or condition of this MOU shall not constitute a waiver of such term or condition unless such term or condition is expressly waived in writing.
10. **Modifications and Amendments.** This MOU may be modified or amended only by a writing that specifically identifies itself as a modification or amendment to this MOU, signed by duly authorized representatives of the parties.
11. **Counterparts.** This MOU may be executed in one or more counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

This MOU, when executed copies have been exchanged (including without limitation by facsimile or email) by the parties, is binding upon the parties as of the date first written above.

**Raymond Central Public Schools:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_ Date \_\_\_\_\_  
Title: \_\_\_\_\_

**Family Service:**

By: \_\_\_\_\_  
Dennis Hoffman \_\_\_\_\_  
Executive Director \_\_\_\_\_ Date \_\_\_\_\_









# MOU Raymond Central Public Schools 2022

Final Audit Report

2022-07-05

Created:	2022-07-01
By:	Morgan Cahill (mcahill@familyservicelincoln.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAziczxar2EDNnu05P0Fvkfql-pq0eLCaz

## "MOU Raymond Central Public Schools 2022" History

-  Document created by Morgan Cahill (mcahill@familyservicelincoln.org)  
2022-07-01 - 5:30:40 PM GMT
-  Document emailed to Lynn Johnson (lynn.johnson@rcentral.org) for signature  
2022-07-01 - 5:30:56 PM GMT
-  Email viewed by Lynn Johnson (lynn.johnson@rcentral.org)  
2022-07-05 - 1:45:50 PM GMT
-  Document e-signed by Lynn Johnson (lynn.johnson@rcentral.org)  
Signature Date: 2022-07-05 - 1:48:38 PM GMT - Time Source: server
-  Document emailed to dhoffman@familyservicelincoln.org for signature  
2022-07-05 - 1:48:39 PM GMT
-  Email viewed by dhoffman@familyservicelincoln.org  
2022-07-05 - 2:10:02 PM GMT
-  Document e-signed by Dennis Hoffman (dhoffman@familyservicelincoln.org)  
Signature Date: 2022-07-05 - 2:10:32 PM GMT - Time Source: server
-  Agreement completed.  
2022-07-05 - 2:10:32 PM GMT

Discuss, Consider and Take Necessary Action to renew board membership in NRCSA (Nebraska Rural Community School Association)

Motion by Lange, second by Burklund to renew Board membership in NRCSA (Nebraska Rural Community School Association) at a cost of \$850.00. RCV 5-0. Motion carried



**--YOUR ANNUAL MEMBERSHIP PROVIDES SUPPORT FOR --**  
Nebraska Rural Community Schools Association

<p><b><u>STATE LEGISLATIVE ADVOCACY</u></b> NRCSA is active in representing rural public schools in the Unicameral. The Executive Director is the main spokesperson for NRCSA, but is also represented by the lobbying firm of Nowka and Edwards. NRCSA's Legislative Committee includes 20 Superintendents from member schools and helps to direct the legislative efforts of the organization.</p>	<p><b><u>RURAL ADVOCACY</u></b> NRCSA is the only organization that speaks solely on behalf of public rural schools in the State of Nebraska. Other groups do a great job of representing their members, but at times cannot take a stand as they represent both very large and smaller districts. NRCSA is not necessarily tied down along those lines.</p>	<p><b><u>SUPERINTENDENT SEARCHES</u></b> NRCSA's Superintendent Search Service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska. The service is available to all Nebraska school districts, with member districts paying a lower rate than non-member districts. A professional cost effective proposal and fee structure is available upon request.</p>
<p><b><u>PLANNING WORKSHOPS</u></b> The NRCSA Planning Support Service is an elective service that assists districts in planning and goal-setting. The service is conducted by veteran Superintendents whose professional lives were involved in rural education in Nebraska.</p>	<p><b><u>NATIONAL ADVOCACY</u></b> NRCSA is a member of the National Rural Education Advocacy Consortium (NREAC), which represents the interests of rural public schools in national forums where education issues are decided.</p>	<p><b><u>PRINCIPAL SEARCHES</u></b> During the 2022-23 year, NRCSA added a Principal Search service. NRCSA consultants will work with the Superintendent to conduct a search for Principal candidates.</p>
<p><b><u>COMMUNICATIONS</u></b> NRCSA provides regular updates from the Executive Director to member schools. A more in-depth update is provided to all members just prior to monthly Board of Education meetings. The NRCSA webpage is <a href="http://www.nrcsa.net">www.nrcsa.net</a>. NRCSA also has a social media presence on Twitter (@NRCSA1980) and on Facebook (<a href="http://www.facebook.com/nrcsahome">www.facebook.com/nrcsahome</a>).</p>	<p><b><u>SPRING CONFERENCE</u></b> NRCSA offers an annual conference in Kearney in March. The conference targets issues and interests of rural schools. An opportunity is created to network with other rural school districts and to interact directly with policymakers and NRCSA leaders.</p>	<p><b><u>LEGISLATIVE FORUM</u></b> During each legislative session NRCSA offers a forum for Board members and administrators. The forum provides the opportunity to hear from Senators as to what is happening in the Unicameral, as well as to provide input to Senators. The forum is held in Lincoln.</p>
<p><b><u>DISTRICT MEETINGS</u></b> Each fall NRCSA conducts a meeting in each of the six membership districts. These meetings provide an opportunity for rural schools to connect with NRCSA leadership on a face-to-face basis</p>	<p><b><u>US BANK ONE CARD PROGRAM</u></b> NRCSA has partnered with US Bank to provide this unique purchase card program for school districts. Individual school districts decide which staff members receive purchase cards. The district has control over where purchases can be made and for what amounts. This can be especially helpful when sending sponsors out with student groups.</p>	<p><b><u>NRCSA AWARDS</u></b> NRCSA annually recognizes individuals who are outstanding at serving member districts. At the Spring Conference each year NRCSA recognizes an Outstanding Elementary Teacher, Secondary Teacher, Classified Staff Member, ESU Staff Member, Music Teacher, Principal, Board of Education Member, and Superintendent/ESU Administrator.</p>
<p><b><u>NRCSA EXECUTIVE BOARD</u></b> The 10-member Executive Board provides leadership and direction for the organization. Each of the six NRCSA districts is represented by at least one Superintendent from a district within the district.</p>	<p><b><u>NRCSA SCHOLARSHIPS</u></b> NRCSA annually awards 20 \$2,000 scholarships to high school seniors from NRCSA-member schools who are entering college with the goal of becoming school teachers. NRCSA also presents two \$2,000 Gary Fisher Scholarships to high school seniors going into the fine arts.</p>	<p><b><u>EXCESS EQUIPMENT CLEARINGHOUSE</u></b> A free service to member districts and ESUs is the opportunity to post items for sale to all other members. Items such as vehicles, scoreboards, weight equipment, and text books have been posted on behalf of members.</p>
<p><b><u>NEBRASKANS UNITED</u></b> NRCSA is a strong member of this group which includes most education and ag-related organizations in the State. The purpose is to work to provide property tax relief, as well as to protect and promote funding to public education.</p>	<p><b><u>CORONAVIRUS ISSUES</u></b> Over 100 NRCSA member Superintendents and ESU Administrators worked together to produce NRCSA's Reopening Document to help districts develop their own plans for reopening school in the fall. Over 70 rural educators worked together to develop Remote Learning Assistance sites for teachers and administrators.</p>	<p><b><u>LEADERSHIP OPPORTUNITIES</u></b> Each year there are over 70 leadership positions on the Executive Committee or other NRCSA committees that provide opportunities for member Superintendents.</p>
<p><b><u>EDUCATION ASSOCIATIONS COALITION</u></b> NRCSA is an active member of this group that is comprised of all of the major education associations in the state. The purpose of the group is to work together on legislative issues facing public education.</p>	<p><b><u>NATIONAL RURAL EDUCATION ASSOCIATION</u></b> NRCSA is a strong member of the NREA. The NREA provides leadership on issues facing rural education on the national level. Dr. Jon Habben, former NRCSA Executive Director of NRCSA, has served as the President of NREA the past two years.</p>	<p><b><u>RURAL TEACHER SHORTAGE</u></b> NRCSA has started a Rural Teacher Committee that was established to find ways to address the shortage of teachers in rural schools. Twelve member Superintendents work with representatives from Chadron State College, Wayne State College, and Peru State College in this work</p>

"QUALITY RURAL SCHOOLS"

Nebraska Rural Community Schools Association 455 S. 11th St, Suite B, Lincoln, NE 68508



Nebraska Rural Community Schools Association  
455 S.11th St, Ste B  
Lincoln, NE 68508

**Invoice #:** Mem 160  
**Date:** 7/1/2023

**Bill To:**  
Raymond Central Public Schools  
1800 W Agnew Rd  
Raymond NE 68428

**For: NRCSA Membership Dues**

Description	Amount
<i>2023-24 NRCSA Membership Dues</i>	<i>\$850.00</i>
<b>Invoice Total</b>	<i>\$850.00</i>

Make all checks payable to **NRCSA**

If you have any questions concerning this invoice, contact Jeff Bundy at (402) 202-6028  
or e-mail: [jbundy@nrcea.net](mailto:jbundy@nrcea.net)

Discuss, Consider, and Take Necessary Action to approve various equipment, furniture and materials as surplus items.

Motion by Lange, second by Benes to approve various equipment, furniture and materials as surplus items. RCV 5-0. Motion carried.







Items for surplus include:

Media center storage units

Classroom desks and chairs

Electronic survey devices

Athletic equipment

Trophy cases

Commercial food warmer

Tripod screens as surplus items.

Athletic Jerseys

Athletic Equipment

Weight Equipment

Commercial Food Warmer

Chest Freezer

Novels

Discuss, Consider and Take Necessary Action to approve the purchase of a paging head end system for Ceresco Elementary

Motion by Burklund, second by Benes to approve the purchase of a paging system for Ceresco Elementary at a cost of \$11,297.10. RCV 5-0. Motion carried.

# LIFE SAFETY COMMUNICATIONS PLATFORM - LITE

The CH1000LT™ is a level above contemporary paging/intercom systems available today.

CareHawk® designed a **distributed architecture** life safety communications platform that focuses on providing life safety features and **superior audio intelligibility**.



- **Invest only in what's needed.** The CareHawk CH1000LT is the 'lite' version of the class-leading CH1000 Safety Communication Platform with all the same benefits scaled down for smaller facilities.
- **A platform tailored to customer needs.** The CH1000LT with market specific software and accessories can be tailored for education, healthcare, corrections, or industrial/commercial applications.
- **Piece-of-mind and support.** Each CH1000LT is backed by a 5 year industry-leading warranty and world class customer support.
- **Communicate effectively with superior audio intelligibility.** The CH1000LT uses a modern 300-Watt class D amplifier with a built-in Digital Signal Processor (DSP) for superior audio intelligibility. Messages are heard and understood every day and in times of crisis.
- **Simple and cost-effective installation.** The CH1000LT is a hybrid platform designed to use standard CAT5(e), CAT3, shielded or unshielded cable. There is no need to replace existing cabling. It's distributed architecture reduces material up to 2/3rds of a traditional system resulting in significantly reduced labor and material costs.
- **Always on the cutting-edge.** All new features are backward compatible, providing access to future life safety innovations.
- **Respond quickly and clearly to emergencies.** Add custom WAV files so emergency announcements can be pre-recorded in a calm, clear, and concise manner. Users can trigger these announcements via panic buttons, security sensors, PC software, telephone codes, or cell phones.
- **Easily connect access control and security systems.** Streamline emergency functions to improve critical emergency response time. Trigger lockdowns that not only alert, but automatically lock doors and signal a central monitoring station.
- **Users can call for help in several ways.** Call switches or panic buttons can be used to initiate emergency calls back to a security office or administrative location. Virtual call switches or panic buttons (Vcall™) can be used from a PC when telephones or other call means are out of reach or compromised.
- **Remote support and access is available from anywhere.** Configurations and system diagnostics can be monitored or changed via the Internet with no need to visit the site of installation, saving labor costs and service interruption.

- **A system designed for users.** The user-friendly Assistant™ software puts users in control with a visual tool that simplifies complicated tasks.
- **Stay on schedule.** The user-friendly Calendar™ software allows users to schedule unlimited events now or in the future. Play pre-recorded messages and tones, distribute music, activate cameras, activate relays to lock doors, signal other systems on a schedule, and more.
- **Always on-time.** The integrated Master Clock keeps any facility running effortlessly, on-time and in-sync.
- **Customize the platform to the unique needs of any facility.** Configure 64 page zones, 32 call-in groups, unlimited events, unlimited schedules and choose from 25 built-in tones.
- **Administrators have control when and where they need it.** The platform includes 1 PBX port and up to 3 Administrative Phone (AP1) ports.
- **Employ safety accessories and functionality.** Each Security Switching Card (SS16/SS32) port can be used with speakers, call switches, security sensors, and cameras simultaneously. The CH1000LT supports up to 64 audio points to grow with the needs of an expanding facility without the need for a forklift upgrade.
- **Facility-wide to district-wide communication.** The Security Switching Card(s) (SS16/32) can be located up to 2700ft from the central cabinet using a single CAT5(e) cable.
- **One of the greenest communications systems available today.** In some cases the CH1000LT uses hundreds of pounds less material than other contemporary systems. Furthermore, the class D amplifier saves power consumption and is produced with a smaller carbon footprint than the traditional class B amplifier.

## Ordering Information

Model	Description
<b>Product Name</b>	
CH1000LT	Life Safety Communications Platform - Lite

<b>Associated Equipment</b>	
AP1	Administrative Phone
SS16	Security Switching Card (16 port)
SS16-2B	Security Switching Card (16 port) - support for 2 button call-in stations and emergency reminder call-in functionality.
SS32	Security Switching Card (32 port)
SS32-2B	Security Switching Card (32 port) - support for 2 button call-in stations and emergency reminder call-in functionality.

### Standard System Configurations

**CH1000LT configurations include AP1 power supply, AC1 to match AP1 qty and 1 TC2**

CH1000LT-16-1A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 1 AP1, 16 Ports
CH1000LT-32-1A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 1 AP1, 32 Ports
CH1000LT-48-1A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 1 AP1, 48 Ports
CH1000LT-64-1A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 1 AP1, 64 Ports
CH1000LT-16-2A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 2 AP1, 16 Ports
CH1000LT-32-2A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 2 AP1, 32 Ports
CH1000LT-48-2A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 2 AP1, 48 Ports
CH1000LT-64-2A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 2 AP1, 64 Ports
CH1000LT-32-3A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 3 AP1, 32 Ports
CH1000LT-48-3A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 3 AP1, 48 Ports
CH1000LT-64-3A	Central Controller with 300W Amplifier, 1 IC Path, 1 PBX Path, 3 AP1, 64 Ports

## Specifications

The CH1000LT is a distributed architecture, multi-channel, microprocessor-controlled life safety communications platform.

Spec Item	Description
Telephone Card (TC2)	Platform includes 1 Telephone Card*
Audio/Communication Card (AC1)	Platform includes up to 3 Audio Communication Cards. 1 for each Administrative Phone.*
Security Switching Card (SS16/32)	Connect up to 2 Security Switching Cards for maximum of 64 ports.
Intercom Module (IA4)	Includes 1 Intercom Module
Network System(s)	Single system install
Mounting	Wall or rack mount (11RU)
Cabinet Dimensions	18 1/2" high x 17" wide x 5 3/8" deep
Power Requirements	Input Power: 115VAC 2.5A Efficiency: 71% Switching Frequency: 45kHz Working Temp: -10C to 60C
Weight	≈ 32lbs

\*TC2 and AC1 cards occupy the same slots. A combined total of 4 slots are available for either card type.

**QUOTATION: 46170**

Electronic Contracting Company Inc.  
6501 N 70th St.  
Lincoln, NE 68507

PO Box 29195  
Lincoln, NE 68529

BILL TO		JOB LOCATION	
<b>Company:</b> RAYMOND CENTRAL PUBLIC SCHOOLS	<b>Address:</b> 1800 W. AGNEW ROAD RAYMOND, NE 68428	<b>Company:</b> CERESCO ELEMENTARY SCHOOL	<b>Address:</b> 114 SO. 3RD ST. CERESCO, NE 68017
<b>Contact:</b> Jared Shanahan	<b>Phone:</b>	<b>Contact:</b>	<b>Phone:</b>
		<b>Date:</b> 2023-06-15	<b>Sales Rep:</b> Dan Throener
		<b>Phone:</b> (402)465-6930	<b>Email:</b> dthroener@eccoinc.com
		<b>Expiration Date:</b> 2023-07-15	

TITLE
<b>Ceresco Elementary School - IC Upgrade</b>
SCOPE OF WORK

This is a proposal for Electronic Contracting Company (ECC) to update the existing Intercom to a new Carehawk Intercom

Tax-Exempt paperwork will be required. If none is provided then Sales Tax shall be Billed.

We will remove the existing intercom system headend and install a new Carehawk system. All field wiring and speakers will be reused, including the call-in switches. Any troubleshooting of field wiring issues is not included in this bid. We will pre-test the existing speakers to verify any issues. We will test, program, and give instructions on the new Carehawk Intercom.

The bell schedule will be controlled by the new intercom and tones will go to the classrooms. This system has automatic Daylight Savings Time and will allow us to help with programming or service over the Internet if it is tied to your Local Area Network (LAN). The new intercom will have a total of (32) locations if needed. So, there are some spares.

ECCo can tie the Carehawk Intercom to a phone system. This will depend on your current phone system and parts may be required to make this work and would be billable. All programming or parts for the phone system are not included in our quote.

The AC is currently in existing IC location and ECC is going to reuse the existing Rack with current power.

## Terms & Conditions

**THESE BUSINESS TERMS** (these Terms) are the general terms and conditions under which ECC will provide services to Client (the Services) under the Proposal to which they are attached (the Agreement). To the extent any purchase order contains any terms that are inconsistent with these Terms, those inconsistent terms are rejected by ECC.

- 1) **Independent Contractors.** ECC's relationship with Client will be that of an independent contractor, and nothing in the Agreement should be construed as creating a partnership, joint venture, or employer-employee relationship. ECC will have sole discretion to determine the manner, method, and means of performing the Services.
- 2) **Payment.** ECC shall receive payment for the Services as provided in the Agreement. Unless otherwise provided in the Agreement, invoices will be issued upon completion of the Services. All amounts payable under the Agreement are exclusive of sales, use, VAT, customs duties, excise, and any other applicable transaction taxes unless otherwise stated in the proposal. Except as otherwise required by the Agreement, Client shall make payment on invoices within thirty (30) days after issuance. If payment of any amount due under the Agreement is not received when due, interest shall begin to accrue and be payable at the lesser of the maximum rate permitted under applicable law or at the rate of six percent (6.0%) per month from the date due until paid in full. Client's obligation to pay all amounts due under the Agreement is absolute and unconditional, and Client is not entitled to any setoffs to such amounts.
- 3) **Warranties.** ECC MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTIES MADE IN THESE TERMS ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED, AND ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF ECC, WHICH NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SERVICES.
- 4) **Intellectual Property Rights.** Client acknowledges and agrees that ECC is the owner of, or holds license to, all right, title, and interest, including copyright and all other intellectual property rights, in and to any and all written materials, documents, flow charts, logic diagrams, source code, test materials, or other information relating to any intellectual property generated in providing the Services (collectively the "Work Product"). No transfer of ownership of any Work Product is intended by the Agreement, and Client agrees that it may not, and may not encourage any third party to, attempt to derive the source code or reverse engineer the Work Product.
- 5) **Non-Solicitation.** Client acknowledges that ECC has invested in the training and development of ECC's employees and that ECC's employees are one of its most valuable assets. Accordingly, during the term of providing Services and for one (1) year thereafter, Client shall not solicit for employment any employees of ECC or its affiliates who: (a) directly performed under the Agreement, (b) had substantial contact with Client in relation to the Agreement, or (c) Client became aware of due to, or derived from information learned through the performance of, the Agreement. For this purpose, "solicitation" does not include contact resulting from indirect means such as public advertisement, placement firm searches, or similar means not directed specifically at the employee to which the employee responds on his or her own initiative.
- 6) **Allocation of Risk.**
  - a) **Indemnification.** Client will indemnify and hold harmless ECC from all claims, liabilities, or expenses for damage to real property or tangible personal property, bodily injury, including death, and any other losses or damages arising out of the conduct of Client or its employees or agents.
  - b) **Limitation of Liability.** ECC'S LIABILITY FOR DAMAGES ARISING OUT OF OR RELATING TO THE AGREEMENT IS LIMITED TO THE FEES PAID BY CLIENT FOR THE SERVICES PROVIDED UNDER THE AGREEMENT FOR THE PERIOD OF ONE (1) YEAR PRIOR TO THE EVENT GIVING RISE TO LIABILITY. ECC SHALL NOT HAVE ANY LIABILITY WHATSOEVER TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF PROFITS, OTHER CONSEQUENTIAL DAMAGES OR INCONVENIENCE DUE TO EARLY TERMINATION OF THE AGREEMENT, OR ANY THEFT, DAMAGE, LOSS OF DATA, OR DELAY, EVEN IF CLIENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
  - c) **Attorney Fees.** Client agrees to reimburse ECC and any of its owners, employees, and agents for any attorney fees, costs, and expenses incurred: (a) successfully enforcing any part of the Agreement; or (b) successfully defending all or part of any state or federal court lawsuit that Client may file against ECC and/or any individual in their capacity as an owner, employee, or agent of ECC.
- 7) **Termination:** In the event the client elects to cancel their Purchase Order or Contract, client will be liable for any and all charges incurred by ECC up to the date of contract cancellation including labor, administration fees, permit fees, equipment received, and any equipment in transit. ECC will attempt to return any equipment procured, but client will be liable for any restocking fees and any equipment that cannot be returned.
- 8) **Miscellaneous.**
  - a) **Enforceability.** The invalidity or unenforceability of any particular provision of these Terms will not affect the Agreement's other provisions, which are then to be applied as if the invalid or unenforceable provision were omitted.
  - b) **Integrated Agreement.** Except for any purchase orders issued hereunder, there are no agreements, understandings, restrictions, warranties, or representations on which Client may rely relating to providing the Services. Furthermore, no future agreements, understandings, restrictions, warranties or representations may be relied upon by Client unless they are set forth in writing by an authorized representative of ECC.
  - c) **Assignment.** Client may not assign or transfer any of its rights or obligations under the Agreement without the prior written consent of ECC. Any permitted assignee, successor, or purchaser shall expressly assume in writing the obligation to perform in accordance with the terms and conditions of the Agreement, and no assignment or transfer shall relieve ECC or Client of its previously accrued obligations under the Agreement.
- 9) **Acceptance of Agreement** - This agreement includes equipment and services that are required to satisfy the project scope of Section 1.0.

**QUOTATION: 46170**

10) **Scope of Work/Responsibilities.** ECC will begin work on this project upon receipt of a copy of this agreement duly signed and executed by an agent of the Customer, specifically authorized to bind the Customer to the terms and conditions of this agreement. Production of project will not commence until CAD drawings/applicable floor drawings are received. Additional charges will be applied if drawings are not provided within ten business days of notice to proceed and/or executed contract. In the event of any arrival to site that ECC is not able to execute work and definable progress, the **Customer will be charged a \$450.00 Mobilization Fee** to offset the lost time due to the lack of readiness. The Mobilization Fee will be presented as a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.

Due to global semiconductor chip shortages, Integrator is experiencing longer than normal lead times on equipment. As a result, Integrator cannot guarantee lead times on equipment and will not be liable for any delays in equipment delivery to the extent caused by such shortages. However, Integrator is working with its global suppliers on a daily basis to understand the impact of this chip shortage on delivery timelines and will use reasonable efforts to keep Buyer apprised of anticipated delivery timelines and delays. Should Buyer elect to purchase equipment immediately upon placement of order to mitigate delays, Integrator will immediately invoice Buyer for equipment. Upon buyer's payment, Integrator will place equipment order. ECC will store such equipment in its warehouse until delivery to Buyer. Warranty on such equipment shall commence upon delivery of the equipment to ECC's warehouse, notwithstanding any other agreed upon warranty terms or warranty terms specified herein.

This Electronic Contracting Company (ECC) proposal is subject to a Force Majeure clause for a pandemic (e.g. Covid-19) as declared by the World Health Organization (WHO) and the corresponding governmental orders and/or regulations. This clause applies as it relates to ECC's inability to perform its contract obligations based on the unforeseeable events that may have a future impact on our labor force, the timely delivery of materials, and the escalation of the cost of said materials. ECC will keep you apprised if this situation develops and all parties to this proposal will be contacted. ECC does welcome the opportunity to work together to develop risk avoidance and mitigation strategies with you and all other parties involved (e.g. Owner, General Contractor, Architects, Engineers, etc.)

### Payment Terms

- 35% Down to Initiate the Project
- 35% Pro Forma Equipment
- 30% Upon Substantial Completion

**Note:** If progressive or AIA/SOV invoicing is required, please discuss with your sales rep prior to acceptance of this proposal.

Quote does not include prevailing wage labor, client agrees if prevailing wage order is provided after execution of the contract, a change order will be issued.

Sales tax is included. If your project and/or entity is tax exempt, please provide tax exemption documents.

<b>Subtotal:</b>	\$23,798.73
<b>Tax- Exempt:</b>	0.00
<b>Total:</b>	\$23,798.73

IF YOU WISH TO ACCEPT THIS PROPOSAL AND RELATED STATEMENT OF WORK, PLEASE SIGN AND RETURN

BUYER:

\_\_\_\_\_  
(Print Name)

BUYER SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

SALES REP: Dan Throener  
(Print Name)

SALES REP SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

**As acknowledgement that each page of the quotation was reviewed, please initial the bottom of each page.**



create engaging spaces

## Ceresco Elementary - Paging System - 6-13-23

Proposal No. 36776

07-05-2023

**Prepared for:**

Raymond Central Public Schools  
1800 W Agnew Rd  
Raymond, NE 68428 USA

**Contact:**

Jaxn Kobza  
*Tech Director*  
jaxn.kobza@rcentral.org  
(402) 785-2615 x1306

**Prepared By:**

Kansas City Audio-Visual, Inc.  
7535 Troost Ave, REMIT TO: PO Box 24570  
Kansas City, MO 64131  
(800) 798 5228

**Sales Rep:**

Dustin Frank  
AV Sales Consultant - KS/NE  
dfrank@kcav.com  
(800) 798-5228 x151

At KCAV, we help our clients succeed by providing audio-visual solutions that deliver results. We look forward to partnering with you to create engaging spaces to learn, work and share!

## COMPANY HISTORY

Kansas City Audio-Visual (KCAV) was founded in 1953 by Mickey Adler, who offered his clients innovative solutions of the time - dictating machines, opaque projectors, and overhead projectors. Today, KCAV remains family-owned and run by Jerry & Lisa Bernard, Mickey's son-in-law and daughter. And while technology has definitely changed since 1953, KCAV's commitment to the customer has not.

At KCAV, we are committed to:

- Integrity at the core of everything we do.
- Innovative, reliable solutions that help our customers succeed.
- Long-term relationships based on trust, proactive communication, and high-quality service.

In 2018, KCAV acquired Engaging Technologies, a family-owned audio-visual technology company based in Omaha, further expanding KCAV's footprint into Nebraska and Iowa. Now, over sixty-five years later, KCAV is one of the largest suppliers of audio-visual technologies in the Midwest.

## THE KCAV TEAM

We believe that people choose to do business with people. Our business model is based on offering our clients personal service from AV professionals at every stage of your experience. The KCAV Sales Team is distributed throughout Kansas, Nebraska and Missouri, allowing us to offer local, personalized service. Our Sales Team will partner with you, investing the time and resources to understand your needs, goals and realities. With that understanding, the KCAV Team will design, install, and support solutions that will transform your learning, working and sharing spaces - including meeting and collaboration spaces, classrooms and training rooms, and larger venues such as auditoriums, gymnasiums, and more.

Our full-time, industry-certified Design and Engineering Team takes pride in providing cost-effective systems that provide quality, worry-free operation. Big or small, each project receives individual attention from experienced professionals. In addition, our strong relationships with hundreds of manufacturers allow us to offer the latest technology at a cost you will appreciate.

Our KCAV Operations Team includes full-time engineers, project managers, and technical staff that hold industry-recognized certifications and strive to provide you with an exceptional client experience. In addition to providing thorough, quality, on-site installation, we place great value on providing you with proactive communication so that there are no surprises throughout the process.

After installation is complete, you'll receive on-site training in the operation of your installed systems. In addition, we offer optional high-quality professional development delivered by our Implementation Specialist, a trained educator experienced in helping users of all levels better utilize your technology investment.

Finally, the KCAV Service Team will provide you with "peace-of-mind" support, offering both telephone-based support with after-hours paging service, as well as on-site service to maximize the utilization of your new audio-visual system.

We look forward to welcoming you to the KCAV family of clients.

**DRAFT**  
**- FOR BUDGETARY PURPOSES ONLY -**  
**PLEASE WAIT FOR A FINAL QUOTE TO ISSUE A PO.**

**I. SUMMARY:** This solution will provide Raymond Central School District (hereafter “the client”) with a new paging head-end for their Ceresco Elementary School.

This will provide the client with a functional paging and bells system for the coming school year. The clock system will not be affected if possible, but no guarantee is made in this regard. KCAV will not responsible for additional costs if the clock system is affected. All existing speakers will be connected to a new head-end that will allow school-wide paging from any phone on the Zultys server.

## **II. SYSTEM DESCRIPTION:**

### **A. Ceresco Elementary School**

- **Functionality Description:** The user will be able to all-call page throughout the building with a control station located in the office. A new IP controlled bell scheduler will also be installed.
- **Speakers:**
  - OFE existing speakers
- **Rack:**
  - Existing Amplifier and other existing rack components will be removed to make space for other items
  - Power Conditioner and Surge Protection
  - Rack Clamp shelves for IP to Analog components
  - New Mixer/Amplifier
- **Control:**
  - New IP Bell scheduler and audio gateway

PLEASE NOTE: No intercom is included in this system. It is for single zone "All Call" paging only. All existing speakers are presumed to be in working order, KCAV will not be responsible for additional costs associated with non-functioning speakers

The client **MUST** have IT personnel on site with permissions to the existing Zultys phone server during commissioning.

The client is responsible for providing a dumpster for rubbish during the installation.

### **III. EXCLUSIONS:** The following work is not included in our Scope of Work:

- All conduit, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling.
- Fire wall, ceiling, roof and floor penetration.
- Necessary gypsum board replacement and/or repair.
- Necessary ceiling tile or T-bar modifications, replacements and/or repair.
- All millwork (moldings, trim, cut outs, etc.).
- Patching and Painting.
- Permits (unless specifically provided for and identified within the contract).

# MATERIALS & SERVICES

## PURCHASED EQUIPMENT

PART NUMBER	MANUFACTURER	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
	TOA Electronics	120W 5 input mixer Amplifier for background music and general announcement.	1.00	\$571.50	\$571.50
PS-24KS	RDL	24 Vdc Switching Power Supply, North American AC Plug, 1 A, dc Plug	1.00	\$53.80	\$53.80
RC-3	Middle Atlantic	Clamping shelf holds components securely with rubber-lined	1.00	\$101.33	\$101.33
M203380	Middle Atlantic	2SP CLAMPING RACKSHELF	1.00	\$108.00	\$108.00
8301	Algo	PoE IP Paging Adapter for traditional analog amplifiers	1.00	\$395.00	\$395.00
PD-915RC-20	Middle Atlantic	PD-915R W/20' POWER CORD	1.00	\$216.00	\$216.00
SHIP-HANDLING	KCAV	Shipping & Handling of all above items	1.00	\$93.75	\$93.75
RC-3	Middle Atlantic	3SP CLAMPING RACKSHELF	1.00	\$115.20	\$115.20
SC6XTJ3	Sescom	3-Pin XLR Male to 3-Pin Mini XLR Female - 6 Foot	2.00	\$12.95	\$25.90
	TBD	20 Terminal Bus Bars for speaker Distro	2.00	\$59.98	\$119.96
-C	Middle Atlantic	CLAMP KIT FOR RACKSHELF	3.00	\$35.55	\$106.65
CONSUMABLES	KCAV	Installation Materials	1.00	\$30.01	\$30.01
WARRANTY	KCAV	Workmanship Warranty	1.00	\$0.00	\$0.00
<b>TOTAL PURCHASED EQUIPMENT</b>					<b>\$1,937.10</b>

## INSTALLATION SERVICES

DESCRIPTION	TOTAL PRICE	
Commissioning		
Design		
Installation - Onsite		
Project Management		
Training		
Travel Time		
<b>TOTAL INSTALLATION SERVICES</b>		<b>\$9,360.00</b>

## SERVICE COVERAGE

PART NUMBER	MANUFACTURER	PART DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
WARRANTY	KCAV	Workmanship Warranty	1.00	\$0.00	\$0.00
<b>TOTAL SERVICE COVERAGE</b>					<b>\$0.00</b>

**Subtotal:** \$11,297.10  
**Tax:** \$0.00  
**TOTAL:** **\$11,297.10**

# GENERAL TERMS AND CONDITIONS

These Terms & Conditions are by and between Kansas City Audio-Visual, Inc. (the "Company") and the undersigned Customer (the "Customer").

- 1. GRANT OF SECURITY INTEREST:** By signing below, Customer acknowledges that this contract serves as a security agreement within the meaning of the Uniform Commercial Code (UCC), and Customer agrees that Company may file such UCC financing statements as are appropriate to perfect Company's security interest in the equipment.
- 2. INSTALLATION:** Customer hereby grants to Company or its agent the right to install the equipment, to the extent such installation is specified above. Customer represents and warrants that all necessary governmental and third-party approvals for installation of the equipment have been obtained, unless otherwise specified. Delays in installation caused by public agencies, manufacturers, suppliers, acts of God, pandemics, strikes or other union bargaining, and all acts not directly attributable to Company, shall not in any way affect the obligations of Customer, and Company's obligations with respect to such installation shall be suspended during the event causing the delay. Company shall not be responsible for damages from any such delay.
- 3. TAXES, FEES, AND PERMITS:** Customer agrees to pay Company all applicable Federal, State, and local taxes, excises, permits, and fees. All dollars in this Agreement are pre-tax, unless otherwise stipulated.
- 4. SHIPPING:** All shipments of equipment are FOB Company's distribution facilities.
- 5. RESPONSIBILITY:** Until balance is paid, Customer agrees to take proper care of the equipment on premises and to be responsible for any damage or loss by fire, theft, casualty, or any other cause whatsoever, and will not permit or suffer same to be removed from the place of its location at address of Customer, without written consent of Company or assigns.
- 6. GENERAL:** This Agreement constitutes the sole and entire understanding between the parties with respect to the subject matter hereof and supersedes all prior conversations, agreements, representations and promises, whether verbal or written. No modification of this Agreement shall be valid, unless made in writing and properly signed by each party. The provisions of this Agreement are severable; if any clause or provision shall be held invalid or unenforceable, in whole or in part, then such invalidity shall attach only to such clause or provision. Customer shall pay all attorneys' fees and other costs and charges incurred by Company in the collection of debt.
- 7. INFRASTRUCTURE:** In the event that Company is installing equipment or systems that require connectivity to the Customer's network including, but not limited to, VOIP connectivity, internet access, wireless network access, firewall traversal, and/or port forwarding, Company may advise Customer as to the network requirements, but any responsibility for infrastructure on the part of Company stops at the installed equipment's network jack or wireless connection and configuration of the network settings on the device sold by Company. Company is not responsible for updating network settings in the event the Customer's network changes. If the Customer's network is not "Plug and Play," then any custom network settings must be supplied by Customer to Company before the start of installation.
- 8. INSTALLATION AND SITE PREPARATION:** Installation (field assembly, interconnection, equipment calibration and checkout) is to be performed by the Company's trained technical employees. The Company shall be entitled to employ subcontractors and/or agents to assist in or carry out, in whole or in part, the installation. In the event installation by Company employees is prevented by trade unions, Customer shall arrange with the trade unions at its own expense to complete installation. The Company is thereafter liable only for supervision of installation.

Company agrees to coordinate with other trades to facilitate satisfactory work progress. If Company's work in progress is impeded by other trades and/or contractors (excluding Company's own subcontractors) or by scheduling delays due to Customer, time delays in the final installation as well as additional charges including labor, travel and reasonable expenses may result.

Customer shall be responsible for preparing, at its own expense, the installation site in accordance with the Company's instructions, including the requirements specified in the proposal. Company shall not be responsible for any high-voltage electrical work, ceiling modifications, structural modifications, or mechanical systems modifications.

Unless otherwise specified, Customer shall provide the Company with source code for any non-Company programmed remote control system required to be modified under the terms of this Agreement.

Customer shall provide the Company with reasonable access to the installation site before delivery, based upon a mutually agreed upon project schedule, for purposes of determining site readiness for installation. Customer will designate an individual on Customer's staff to serve as a contact person for all site preparation and installation issues. Customer shall indemnify the

Company against any loss, damage or claim arising out of the condition of the storage and installation premises.

Customer shall obtain at its expense and keep effective all permissions, licenses, and permits whenever required for the installation and/or use of the equipment and the premises where the equipment shall be situated.

9. LIMITATIONS OF WARRANTY - PRODUCTS OF OTHERS: Unless otherwise specified, no warranty is provided for "consumables," including batteries, lamps, glassware and evacuated devices.

Company's sole obligation with respect to any material or part identified in the quotation, literature, or specifications furnished to the Customer as manufactured or supplied by others, shall be to pass on to Customer the applicable manufacturer's warranties, if any.

10. CHOICE OF LAW AND SEVERABILITY: This agreement shall be interpreted in accordance with and governed in all respects by the law of Missouri. Venue shall be Kansas City, Missouri. Should any provision of this Agreement be found invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other provision contained herein.

11. PROJECT/ORDER CANCELLATION: Customer must notify Company via both orders@kcav.com and sales representative in writing to cancel a project or order. Upon receipt of the notice, Company will acknowledge in writing Customer's order cancellation and provide the official date of cancellation. Customer agrees to pay Company for any labor expended or scheduled up to the order cancellation date, including but not limited to engineer time, design time, labor and travel completed, shipping costs, and other expenses related to the order. Assuming the equipment can be returned to the vendor, Customer agrees to pay a 25% restocking fee in addition to any applicable shipping charges. If the vendor will no longer accept the return of the equipment, Customer agrees to be responsible for the full cost of the equipment. Custom items may be noncancellable and are not returnable.

12. RESTOCKING FEES: In the event Customer wishes to return any equipment, Customer agrees to pay restocking fees of 25% of the sale price in addition to any applicable shipping charges.

13. CHANGE ORDERS: Any changes of scope made to the design of the system or the contractual agreements in implementation or functionality will require a mutually agreed upon "Change Order" form signed by an authorized representative for the Customer.

14. TARIFFS: If any products included in the proposal are impacted by international tariff changes, the Company reserves the right to adjust or cancel the proposal.

15. PROFESSIONAL DEVELOPMENT SERVICES: Unless specified otherwise, any purchased training or professional development services must be conducted within 12 months of placement of the sales order, unless mutually agreed upon otherwise in writing. Company will consider any contract to deliver professional development services fulfilled on the date 12 months after placement of sales order.

16. DESIGN SERVICES: All designs are the property of the Company. If Customer contracts with the Company to implement the design, the design shall become the property of Customer. If Customer wants to use the Company's design for an RFP, bid or any other purposes without implementation by the Company, the Company will advise Customer of the fee to purchase the design. Upon payment of the fee, the design becomes the property of Customer.

17. CONFIDENTIALITY: This Agreement and all drawings, specifications, and designs are the property of the Company. Proprietary information provided to Customer (or its agents) is for the sole purpose of demonstrating the Company's capabilities and shall be held in confidence. These materials may not be copied, distributed or disclosed in any way without the sole written permission of an authorized representative of the Company. Any effort to do so will be considered a violation of copyright law.

18. PARAGRAPH HEADINGS: The paragraph headings contained herein are for the convenience of reference only and shall not be construed to affect the interpretation or construction of any substantive provision of this Agreement.

## KCAV PROJECT WARRANTY

KCAV offers a 90-day warranty on labor and workmanship, beginning on the date of substantial completion of your project. In the event there is a service issue, and it is determined that the issue is due to project workmanship, KCAV will rectify the issue at no cost to the client. KCAV offers a 90-day warranty on any manufacturer's components included in the project and purchased directly from KCAV. KCAV will work with the manufacturer and client to remove, replace, and reinstall the defective equipment at no charge to the client. KCAV supports the manufacturer's warranty on all hardware. Manufacturer warranties range in time and may be as long as five years. Most manufacturer warranties are based upon depot service. As such, the manufacturer warranty does not cover such items as travel and labor to remove defective equipment, or to reinstall replacement equipment. In the event of a service call which turns out to be related to issues outside of warranty (act of God, user-error, etc.), KCAV will submit an invoice for travel, time, and materials related to the service call. KCAV can provide more information regarding handling of hardware-based warranty situations upon request. KCAV is not responsible for warranty or support of existing Owner Furnished Equipment (OFE).

Maintenance and service agreements are available for extended periods of time. If you have interest in learning more, please contact KCAV at ([service@kcav.com](mailto:service@kcav.com)) for more information.

## KCAV SERVICE OPTIONS

KCAV offers three levels of hourly service, in order to address a full range of situations that require timely, high-quality service of our clients' AV system.

### Standard-Level Service

Standard-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Standard-level services requires a minimum of two business days' advance notice for scheduling purposes. While KCAV will make every effort to perform standard service sooner than two days from the client's request, this will not always be possible.

### Priority-Level Service

Priority-level service takes place between the hours of 8:00am - 5:00pm, Monday-Friday. Priority-level service will be performed with less than two business days' advance notice. Priority-level service is designed for time-sensitive service needs which do not allow for two or more business days' advance notice.

### After-Hours Service

After-hours service takes place outside of 8:00am - 5:00pm, Monday-Friday, and also takes place on federal holidays. After-hours service is designed for service needs which cannot be addressed during standard business hours.

Please note the following which apply to all levels of service provided by KCAV:

- Service time is portal-portal. The time is calculated from the time the service technician departs the KCAV office until the time the service technician returns to the KCAV office.
- A two-hour minimum will be charged for all service calls.
- A dispatch fee is added to each service call to account for the costs of operating the service vehicle.

1. **DELAYS:** All orders are subject to the Company's ability to make delivery at the time specified, and the Company shall not be liable for damages for failure to make partial or complete delivery. The Company shall not be liable for delays in delivery caused by forces not reasonably within Company's control (including but not limited to delays or defaults by carriers, extreme cold weather, floods, fires, storms, or other acts of God, war or act of public enemy or civil disturbance, strikes, lock-outs, shortages of labor or raw materials and supplies, action of any governmental authority, or any other force majeure event). Customer shall be liable for any added expenses incurred by the Company because of, including but not limited to, Customer's delay furnishing requested information to the Company; delays resulting from order changes by Customer; delays related to Customer's network configuration or other systems issues; or conditions affecting installation duration, off-hours or continuous workdays of 8 am to 5 pm.

2. **EQUIPMENT AND MATERIALS PRICE INCREASE:** Company shall be entitled to additional compensation from Customer in the event there is a significant increase in price of any specific item of equipment or materials of seven percent (7%) or more between the date the Agreement is signed and the date that equipment and materials are purchased for the work to be performed on the project.

3. **DELIVERY COSTS & CLAIMS:** Customer agrees to pay for all shipping or transportation costs of the equipment as and if stated on Company's proposal and/or the invoice. Company shall not be liable to Customer for any damage to or loss of equipment in transit. Company's only recourse as to such damage or loss shall be with or against carrier, and all claims must be filed with the carrier. Upon delivery, Customer must inspect and verify that contents match the packing list and are without damage. If there are any discrepancies or damages, Customer must notify Company in writing within three (3) business days, or such claims shall be waived.

4. **HARDWARE-ONLY ORDERS:** Orders over \$50,000 consisting of hardware only require a 50% deposit.

5. **INSTALLATION PROJECTS:** In keeping with industry standards, payment terms for projects over \$50,000 that involve installation are as follows:

- 50% deposit in advance of start of project
- 40% invoiced following delivery of hardware
- 10% remaining invoiced following completion of project

6. **PAYMENT & PAST DUE ACCOUNTS:** All payments are due within thirty (30) days of the invoice date unless an advance deposit is required on Company's quote. A finance charge of the lesser of 1.5% per month (18% - APR) or the highest rate permitted by law will be assessed on all past due accounts. Interest charged on a past due invoice will be assessed from the date of the invoice. Customer agrees to reimburse Company for all attorneys' fees and court costs in connection with default of these payment terms by Customer.

7. **CREDIT & CREDIT CARD PURCHASES:** Credit payment terms must have the prior approval of Company. Company reserves the right to stop delivery of equipment or provision of services if Customer's financial condition becomes impaired or unsatisfactory to the Company. Additionally, Company may require payment in advance or other security, and, in the absence thereof, may cancel, without liability, the unfilled portion of an order. Credit card purchases shall be subject to a four percent (4%) convenience fee where allowed.

# PROPOSAL SUMMARY

BILL TO:	SHIP TO:
Raymond Central Public Schools 1800 W Agnew Rd Raymond, NE 68428	Ceresco Elementary School 114 S 3rd Rd PO Box 10 Ceresco, NE 68017

**Subtotal:** \$11,297.10  
**Tax:** \$0.00  
**TOTAL:** **\$11,297.10**

This Quote shall become binding on the parties hereto when signed by Subscriber and accepted and approved by Kansas City Audio-Visual, Inc.. By Customer's signature, Customer acknowledges that they have read, understood and agreed to Kansas City Audio-Visual, Inc. Terms and Conditions.

**CUSTOMER: Raymond Central Public Schools**

**Kansas City Audio-Visual, Inc.**

SIGNATURE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

Discuss, Consider and Take Necessary Action to approve desks and chairs for 3 classrooms at Jr/Sr high, chairs for 5th grade, chairs for the computer lab at Jr/Sr, one teacher's desk and eight teacher chairs

Motion by Burklund, second by Breitreutz to approve the purchase of desks and chairs for three classrooms at Jr-Sr High, chairs for 5<sup>th</sup> grade, chairs for computer lab at Jr-Sr High, one teacher desk and eight teacher chairs. RCV 5-0. Motion carried.



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8287067**  
r.1

**Sold To:**  
RAYMOND CENTRAL PUBLIC SCHOOL  
DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

**Ship To:**  
RAYMOND CENTRAL PUBLIC SCHOOL  
DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428  
REFERENCE: 07.06.2023 | C1 ITEMS

Quotation Date: 7/6/2023

We appreciate the opportunity to quote the enclosed prices for our products. Unless otherwise indicated, prices are net and do not include sales tax. Please refer to the above referenced Quotation Number when corresponding with Virco regarding this quote. We offer our quotation priced from the US COMMUNITIES 2023 CONTRACT #R-TC-18004 CLASSROOM FURNITURE Contract. You will need to be registered for US Communities and provide your TIN number prior to acceptance of your purchase order. We offer our quotation subject to the following terms and conditions:

- 1) FOB Point: FOB Destination - Tailgate Delivery
- 2) Payment Terms: Net 30 days (subject to credit approval)
- 3) Prices Are Firm: For Orders Received By 12/31/2023
- 4) For Shipment By: Please note that prices are for orders placed prior to 12/31/2023 and shippable no later than 01/31/2024. Orders requiring delivery after this date will not be processed and will require a requote.
- 5) Shipment from Virco: Quick Ship: 10 business days or less  
Campus Basics: 4 to 6 weeks  
Made to Order: 8 weeks +

Models not included in Quick Ship or Campus Basics are Made to Order and typically ready in 8 weeks. Extended lead times may apply; contact your Virco Territory Sales Manager for more information. Variety of lead times on same sales order will carry longest lead time on entire order. Additional shipping and handling charges will apply to orders that are requested to partial ship before Virco's acknowledged due date. Orders requiring delivery date after expiration of quote will require revised quote and may include additional storage fees.

- 6) Color: Standard Virco colors only unless specified otherwise
- 7) Purchase Order: We require customer approval by purchase order or signed quote to be emailed to Orders@virco.com or faxed to (800) 258-7367 or (800) 396-8232
- 8) Acknowledgement: Final acceptance and acknowledgement of orders will be as stated on the standard Virco Purchase Order Acknowledgment



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8287067**  
r.1

9) Quantity: Any change in quantities may result in a price change



**QUOTATION #8287067**  
r.1

**Shipping To: RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT 1**

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
1	Virco Inc #ZTASK18	Chair, Zuma® series, keyboarder, 18 seat, adjustable gas cylinder for 16-20.5 seat height, five wheel caster base. 30 ea Soft Plastic->Cobalt Blue (BLU65) Mobile Base->Char Black (BLK01)	\$245.44	30	\$7,363.20
2	Virco Inc #4435A	Chair, management, mesh back, pneumatic lift, 2-to-1 synchro tilt, adjustable height arms. 8 ea Color Option – BLK182-BLK01->BLK182 (BLK182)	\$490.88	8	\$3,927.04
3	Virco Inc #546	Desk, 540 Series, Metal Teacher Desk, Double-Pedestal, 30" X 60" X 11½", Particleboardhigh-Pressure Laminated Top With Bull-Nose Vinyl Banding, Double-Pedestal And Centerdrawer With Locks Keyed The Same. 1 ea Laminate->Fusion Maple (MPL385) Edge Banding->Fusion Maple (BRN38) Frame->Char Black (BLK01)	\$1,270.57	1	\$1,270.57
<b>Total</b>					<b>\$12,560.81</b>

**The undersigned certifies understanding and agreement of this Quote Letter and has authority to sign for purchase.**

RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

X \_\_\_\_\_  
**PO # (if available)**

X \_\_\_\_\_  
**Name (Print)**

X \_\_\_\_\_  
**Authorized Signature**

If paying by credit card, please call 877-311-9157. The credit specialist will be pleased to assist with your payment.

# How To Place Your Order With Virco

## 3 Ways To Order:

1. Email your PDF quote from Virco to [orders@virco.com](mailto:orders@virco.com) (please make sure the quote is signed before submitting)
2. Email your standard PO to [orders@virco.com](mailto:orders@virco.com)
3. Order online at [Shop.Virco.com](http://Shop.Virco.com) (must register with Inside Sales)

## What to Expect Once Order Is Placed *(see below to complete the order process)*

- We will respond to let you know your order was received.
- Once we process your order, an electronic or paper acknowledgment will be sent

## In Order to Complete the Order Process, Virco Must Receive The Following Information

### Account Info

- "Sold To" Information
- "Ship To" Information
- Pricing source

### Delivery Info

- Delivery contact information (name and phone number for a call before delivery)
- Special delivery requests such as specific delivery hours
- Requested delivery date if applicable (orders without requested delivery dates will be entered under ASAP priority and will be shipped as soon as product is ready)

**\*\*Please note - our system only allows 8 lines of 30 characters each so please make sure to prioritize any delivery info\*\***

### Product Info

- Model (Ex: 9018, ZBOOMMFG)

### Color/Finish for the Following:

#### CHAIRS

- Bucket Color  Frame Color  Glide  
(Ex: Navy/Chrome/Nylon Glides)

#### TABLES/DESKS

- Top/Edge Banding  Frame Color  Glide  
(Ex: Dry Creek Plum/Adobe/Silver Mist/Felt Glides)




#### FILING CABINETS

- Frame Color  
(Ex: Moonstone)



**QUOTE #8287067**

r.1

Item #	Supplier/Model #	Description	
1	Virco Inc #ZTASK18	<p>Chair, Zuma® series, keyboarder, 18 seat, adjustable gas cylinder for 16-20.5 seat height, five wheel caster base.</p> <p>30 ea Soft Plastic-&gt;Cobalt Blue (BLU65) Mobile Base-&gt;Char Black (BLK01)</p>	
2	Virco Inc #4435A	<p>Chair, management, mesh back, pneumatic lift, 2-to-1 synchro tilt, adjustable height arms.</p> <p>8 ea Color Option – BLK182-BLK01-&gt;BLK182 (BLK182)</p>	
3	Virco Inc #546	<p>Desk, 540 Series, Metal Teacher Desk, Double-Pedestal, 30" X 60" X 11½", Particleboardhigh-Pressure Laminated Top With Bull-Nose Vinyl Banding, Double-Pedestal And Centerdrawer With Locks Keyed The Same.</p> <p>1 ea Laminate-&gt;Fusion Maple (MPL385) Edge Banding-&gt;Fusion Maple (BRN38) Frame-&gt;Char Black (BLK01)</p>	



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8287065**  
r.1

**Sold To:**  
RAYMOND CENTRAL PUBLIC SCHOOL  
DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

**Ship To:**  
VALPARAISO ELEM  
406 EAST 3RD  
VALPARAISO NE 68065  
REFERENCE: 07.06.2023 | 5TH GRADE CHAIRS

Quotation Date: 7/6/2023

We appreciate the opportunity to quote the enclosed prices for our products. Unless otherwise indicated, prices are net and do not include sales tax. Please refer to the above referenced Quotation Number when corresponding with Virco regarding this quote. We offer our quotation priced from the US COMMUNITIES 2023 CONTRACT #R-TC-18004 CLASSROOM FURNITURE Contract. You will need to be registered for US Communities and provide your TIN number prior to acceptance of your purchase order. We offer our quotation subject to the following terms and conditions:

- 1) FOB Point: FOB Destination - Tailgate Delivery
- 2) Payment Terms: Net 30 days (subject to credit approval)
- 3) Prices Are Firm: For Orders Received By 12/31/2023
- 4) For Shipment By: Please note that prices are for orders placed prior to 12/31/2023 and shippable no later than 01/31/2024. Orders requiring delivery after this date will not be processed and will require a requote.
- 5) Shipment from Virco: Quick Ship: 10 business days or less  
Campus Basics: 4 to 6 weeks  
Made to Order: 8 weeks +

Models not included in Quick Ship or Campus Basics are Made to Order and typically ready in 8 weeks. Extended lead times may apply; contact your Virco Territory Sales Manager for more information. Variety of lead times on same sales order will carry longest lead time on entire order. Additional shipping and handling charges will apply to orders that are requested to partial ship before Virco's acknowledged due date. Orders requiring delivery date after expiration of quote will require revised quote and may include additional storage fees.

- 6) Color: Standard Virco colors only unless specified otherwise
- 7) Purchase Order: We require customer approval by purchase order or signed quote to be emailed to Orders@virco.com or faxed to (800) 258-7367 or (800) 396-8232
- 8) Acknowledgement: Final acceptance and acknowledgement of orders will be as stated on the standard Virco Purchase Order Acknowledgment



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8287065**  
r.1

9) Quantity: Any change in quantities may result in a price change



**QUOTATION #8287065**  
r.1

**Shipping To: VALPARAISO ELEM**

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
1	Virco Inc #N918	Chair, Metaphor Series, 4-Leg, Stackable, 18" Seat Height, Plastic Seat With 360° Steel Back Support, Nylon-Base Swivel Glides. Standard With Graphite Color Glides Only. 60 ea Soft Plastic->Navy (BLU51) Frame->Chrome (CHRM)	\$96.71	60	\$5,802.60
<b>Total</b>					<b>\$5,802.60</b>

**The undersigned certifies understanding and agreement of this Quote Letter and has authority to sign for purchase.**

RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

X \_\_\_\_\_  
**PO # (if available)**

X \_\_\_\_\_  
**Name (Print)**

X \_\_\_\_\_  
**Authorized Signature**

If paying by credit card, please call 877-311-9157. The credit specialist will be pleased to assist with your payment.

# How To Place Your Order With Virco

## 3 Ways To Order:

1. Email your PDF quote from Virco to [orders@virco.com](mailto:orders@virco.com) (please make sure the quote is signed before submitting)
2. Email your standard PO to [orders@virco.com](mailto:orders@virco.com)
3. Order online at [Shop.Virco.com](http://Shop.Virco.com) (must register with Inside Sales)

## What to Expect Once Order Is Placed *(see below to complete the order process)*

- We will respond to let you know your order was received.
- Once we process your order, an electronic or paper acknowledgment will be sent

## In Order to Complete the Order Process, Virco Must Receive The Following Information

### Account Info

- "Sold To" Information
- "Ship To" Information
- Pricing source

### Delivery Info

- Delivery contact information (name and phone number for a call before delivery)
- Special delivery requests such as specific delivery hours
- Requested delivery date if applicable (orders without requested delivery dates will be entered under ASAP priority and will be shipped as soon as product is ready)

**\*\*Please note - our system only allows 8 lines of 30 characters each so please make sure to prioritize any delivery info\*\***

### Product Info

- Model (Ex: 9018, ZBOOMMFG)

### Color/Finish for the Following:

#### CHAIRS

- Bucket Color  Frame Color  Glide  
(Ex: Navy/Chrome/Nylon Glides)

#### TABLES/DESKS

- Top/Edge Banding  Frame Color  Glide  
(Ex: Dry Creek Plum/Adobe/Silver Mist/Felt Glides)

#### FILING CABINETS

- Frame Color  
(Ex: Moonstone)



Item #	Supplier/Model #	Description
1	Virco Inc #N918	Chair, Metaphor Series, 4-Leg, Stackable, 18" Seat Height, Plastic Seat With 360° Steel Back Support, Nylon-Base Swivel Glides. Standard With Graphite Color Glides Only.  60 ea Soft Plastic->Navy (BLU51) Frame->Chrome (CHRM)





Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8284249**  
r.1

**Sold To:**  
RAYMOND CENTRAL PUBLIC SCHOOL  
DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

**Ship To:**  
RAYMOND CENTRAL PUBLIC SCHOOL  
DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428  
REFERENCE: 05.25.2023 | HS CLASSROOMS

Quotation Date: 7/6/2023

We appreciate the opportunity to quote the enclosed prices for our products. Unless otherwise indicated, prices are net and do not include sales tax. Please refer to the above referenced Quotation Number when corresponding with Virco regarding this quote. We offer our quotation priced from the US COMMUNITIES 2023 CONTRACT #R-TC-18004 CLASSROOM FURNITURE Contract. You will need to be registered for US Communities and provide your TIN number prior to acceptance of your purchase order. We offer our quotation subject to the following terms and conditions:

- 1) FOB Point: FOB Destination - Tailgate Delivery
- 2) Payment Terms: Net 30 days (subject to credit approval)
- 3) Prices Are Firm: For Orders Received By 12/31/2023
- 4) For Shipment By: Please note that prices are for orders placed prior to 12/31/2023 and shippable no later than 01/31/2024. Orders requiring delivery after this date will not be processed and will require a requote.
- 5) Shipment from Virco: Quick Ship: 10 business days or less  
Campus Basics: 4 to 6 weeks  
Made to Order: 8 weeks +

Models not included in Quick Ship or Campus Basics are Made to Order and typically ready in 8 weeks. Extended lead times may apply; contact your Virco Territory Sales Manager for more information. Variety of lead times on same sales order will carry longest lead time on entire order. Additional shipping and handling charges will apply to orders that are requested to partial ship before Virco's acknowledged due date. Orders requiring delivery date after expiration of quote will require revised quote and may include additional storage fees.

- 6) Color: Standard Virco colors only unless specified otherwise
- 7) Purchase Order: We require customer approval by purchase order or signed quote to be emailed to Orders@virco.com or faxed to (800) 258-7367 or (800) 396-8232
- 8) Acknowledgement: Final acceptance and acknowledgement of orders will be as stated on the standard Virco Purchase Order Acknowledgment



Highway 65 South, Conway, AR 72032 - orders@virco.com  
2027 Harpers Way, Torrance, CA 90501 - orders@virco.com

**QUOTATION #8284249**  
r.1

9) Quantity: Any change in quantities may result in a price change



**QUOTATION #8284249**  
r.1

**Shipping To: RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT 1**

Item #	Supplier/Model #	Description	Unit Price	Qty	Extension
1	Virco Inc #ZU418	Chair, Zuma® Series, 4-Leg, 18" H Seat, Nylon Glides. 80 ea Soft Plastic->Cobalt Blue (BLU65) Frame->Chrome (CHRM)	\$114.46	80	\$9,156.80
2	Virco Inc #ZHEXM	Desk, Zuma Series, Student Desk, 4-Leg, Adjustable 22"-34" H, 21-1/8" X 33" Trapezoid Hard Plastic Top, Groups As Hexagon. 80 ea Hard Plastic Top->Fusion Maple (BRN38) Frame->Silver Mist (GRY02)	\$172.87	80	\$13,829.60
<b>Total</b>					<b>\$22,986.40</b>

**The undersigned certifies understanding and agreement of this Quote Letter and has authority to sign for purchase.**

RAYMOND CENTRAL PUBLIC SCHOOL DISTRICT 1  
1800 W AGNEW RD-ROUTE 1 BOX 180A  
RAYMOND NE 68428

X \_\_\_\_\_  
**PO # (if available)**

X \_\_\_\_\_  
**Name (Print)**

X \_\_\_\_\_  
**Authorized Signature**

If paying by credit card, please call 877-311-9157. The credit specialist will be pleased to assist with your payment.

# How To Place Your Order With Virco

## 3 Ways To Order:

1. Email your PDF quote from Virco to [orders@virco.com](mailto:orders@virco.com) (please make sure the quote is signed before submitting)
2. Email your standard PO to [orders@virco.com](mailto:orders@virco.com)
3. Order online at [Shop.Virco.com](http://Shop.Virco.com) (must register with Inside Sales)

## What to Expect Once Order Is Placed *(see below to complete the order process)*

- We will respond to let you know your order was received.
- Once we process your order, an electronic or paper acknowledgment will be sent

## In Order to Complete the Order Process, Virco Must Receive The Following Information

### Account Info

- "Sold To" Information
- "Ship To" Information
- Pricing source

### Delivery Info

- Delivery contact information (name and phone number for a call before delivery)
- Special delivery requests such as specific delivery hours
- Requested delivery date if applicable (orders without requested delivery dates will be entered under ASAP priority and will be shipped as soon as product is ready)

**\*\*Please note - our system only allows 8 lines of 30 characters each so please make sure to prioritize any delivery info\*\***

### Product Info

- Model (Ex: 9018, ZBOOMMFG)

### Color/Finish for the Following:

#### CHAIRS

- Bucket Color  Frame Color  Glide  
(Ex: Navy/Chrome/Nylon Glides)

#### TABLES/DESKS

- Top/Edge Banding  Frame Color  Glide  
(Ex: Dry Creek Plum/Adobe/Silver Mist/Felt Glides)



#### FILING CABINETS

- Frame Color  
(Ex: Moonstone)



**QUOTE #8284249**

r.1

Item #	Supplier/Model #	Description	
1	Virco Inc #ZU418	Chair, Zuma® Series, 4-Leg, 18" H Seat, Nylon Glides.  80 ea Soft Plastic->Cobalt Blue (BLU65) Frame-> Chrome (CHRM)	
2	Virco Inc #ZHEXM	Desk, Zuma Series, Student Desk, 4-Leg, Adjustable 22"-34" H, 21-1/8" X 33" Trapezoid Hard Plastic Top, Groups As Hexagon.  80 ea Hard Plastic Top->Fusion Maple (BRN38) Frame->Silver Mist (GRY02)	

Discuss, Consider and Take Necessary Action to approve benefit changes for 11-month employees

Benefit changes for 11 month employees was tabled at this time.

Next Regular Board Meeting

The next regular Board of Education meeting will be Wednesday, August 16, 2023.

Adjournment

Motion by Lange, second by Benes to adjourn the meeting at 7:44 PM. RCV 5-0. Motion carried.