

Minden Public Schools  
Board of Education  
Board of Education Regular Meeting  
Minden High School Media Center  
543 West Fifth  
Minden, NE 68959-0301  
Monday, July 13, 2020 7:30 PM

1. Call to Order
2. Public Comment
3. Consent Agenda
  - a. Consider Minutes from June 8 Meeting
  - b. Consider Financial Reports
  - c. Consider Expenditures and Claims for Payment
4. Reports
  - a. Board Committees
  - b. Principals
  - c. Superintendent
5. Policy Review and Updates
  - a. Consider and Discuss Adoption of Policy 4003a Notice of Nondiscrimination and Policy 7070 Construction Manager at Risk
  - b. Consider and Discuss Amendments to Policy 1200 Anti-Discrimination, Policy 3560 Records Management & Disposition, Policy 4002 Equal Opportunity Employment, Policy 4003b Complaint Form, Policy 4190 Standards of Ethical & Professional Performance, Policy 4260 Standards of Ethical & Professional Performance, Policy 5101 Student Discipline, Policy 5401 Anti-Discrimination, and Policy 6380 Equal Opportunity-Instruction Program
6. Action Items
  - a. Consider, Discuss, and Take Action on Adoption of Policy 6111 Classroom Environment
  - b. Consider, Discuss, and Take Action to Approve the Amendments to Policy 1040 Annual Report, Policy 5103 Extracurricular Activity, Policy 5406 Use of Surveillance/Search & Seizures, Policy 5506 Safe Pupil Transportation Plan, Policy 6117 Ceremonies & Observances, and Policy 6283A Return to Learn Protocol
  - c. Consider, Discuss, and Take Action to Reaffirm Policy 6370 Multicultural Education
  - d. Consider, Discuss, and Take Action on Amendment to Meal Prices for 2020-21 School Year
  - e. Consider, Discuss, and Take Action on 2020-21 Preschool, East Elementary, Middle School, High School, and Staff Handbooks
  - f. Consider, Discuss, and Take Action on Authorization for the 2020-21 School Food Service Program

- g. Consider, Discuss, and Take Action on Nemaha Sports Construction Change Order #1
- 7. Next Meeting
- 8. Adjournment per Board President Action

**MINDEN PUBLIC SCHOOLS  
BOARD OF EDUCATION  
Americanism Hearing  
June 8, 2020**

The agenda for the June 8, 2020 hearing was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office and notice was published in the local paper.

At 7:18 pm, motion by Grams and second by Glanzer to open the Americanism hearing. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Jerry Kershner presented public comment.

Mr. James Widdifield presented on Americanism in Minden Public Schools.

The hearing was closed at 7:28 pm, following a motion by Glanzer and second by Jacobsen. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

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Secretary, Board of Education

**MINDEN PUBLIC SCHOOLS  
BOARD OF EDUCATION  
June 8, 2020**

The agenda for the June 8, 2020 meeting was posted at the United States Post Office in Minden, Minden Exchange Bank, First Bank and Trust Company, Kearney County Courthouse, and the Minden city office. Agendas were mailed to the United States Post Office in Upland and Heartwell. The agenda was posted in the superintendent's office and notice was published in the local paper.

The board meeting began at 7:30 pm with all board members present.

Motion by Carpenter and second by Grams to approve the consent agenda consisting of minutes from the May 11 meeting, financial reports, and claims for payment. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

The board considered the first reading for the adoption of Policy 6111 Classroom Environment.

The board considered the first reading of the amendments to Policy 1040 Annual Report, Policy 5101 Student Discipline, Policy 5103 Extracurricular Activity, Policy 5406 Use of Surveillance/Search & Seizures, Policy 5506 Safe Pupil Transportation Plan, Policy 6117 Ceremonies & Observances, and Policy 6283A Return to Learn Protocol.

Motion by Raun and second by Rhynalds to authorize James Widdifield as the representative of Minden Public Schools to sign claims and forms for all federal programs for the 2020-21 school year. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Glanzer and second by Carpenter to authorize and direct the Superintendent or his designee to dispose of all obsolete furniture, books, materials, and equipment in the most favorable manner to the District in accordance with all laws, rules, and regulations pertaining to such disposition. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Rhynalds and second by Jacobsen to set meal prices for the 2020-21 school year as: Breakfast K-12 \$1.75; East Elementary lunch \$2.55; and Middle/High School Lunch \$2.75. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

Motion by Raun and second by Glanzer to approve Ayr Construction Change Order #3. Roll call: Carpenter, aye; Glanzer, aye; Grams, aye; Jacobsen, aye; Raun, aye; Rhynalds, aye. Motion carried.

At 8:01 pm, the meeting was adjourned per Board President action.

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Secretary, Board of Education

MINDEN PUBLIC SCHOOLS  
TREASURER'S REPORT  
June 30, 2020

SCHOOL BALANCE - May 31, 2020			\$154,540.47
Current Months Receipts			\$741,067.20
Transfers from Investments			\$150,000.00
Total Beginning Balance and Receipts			\$1,045,607.67
Less: Disbursements			\$842,035.94
Transfer to Investments			\$0.00
Total Disbursements			\$842,035.94
SCHOOL BALANCE - June 30, 2020			\$203,571.73
BALANCE PER BANK STATEMENT - June 30, 2020			\$207,443.33
Deposits In Transit			\$0.00
LESS : Outstanding Checks			\$3,871.60
RECONCILED BANK BALANCE - June 30, 2020			\$203,571.73
(Balance - June 30, 2019 = \$138,852.20)			
GENERAL FUND INVESTMENTS			\$3,737,259.42
Money Market Minden Exchange	\$2,454,652.92	0.45% demand	
Money Market First Bank	\$1,282,606.50	0.41% demand	
(Balance June 30, 2019 = \$3,605,936.61)			
DEPRECIATION FUND INVESTED			\$692,768.66
Money Market Minden Exchange Bank	\$4,415.32	0.45% demand	
Money Market First Bank	\$118,657.47	0.41% demand	
NE Liquid Asset Fund - Depreciation Fund	\$569,690.68	0.03% demand	
Checking Minden Exchange Bank	\$5.19		
(Balance June 30, 2019 = \$681,647.20)			
BUILDING FUND			\$1,952,955.24
Money Market Minden Exchange Bank	\$45,569.23	0.45% demand	
Money Market First Bank	\$58,183.32	0.35% demand	
NE Liquid Asset Fund - Building Fund	\$1,814,198.19	0.03% demand	
Checking Minden Exchange Bank	\$35,004.50		
(Balance June 30, 2019 = \$2,407,236.35)			
BOND FUND			\$1,591,398.11
Money Market Minden Exchange Bank	\$792,546.37	0.45% demand	
NE Liquid Asset Fund - Bond Fund	\$798,851.74	0.03% demand	
(Balance June 30, 2019 = \$1,809,929.01)			
LUNCH FUND			\$48,124.26
Money Market First Bank	\$44,222.90	0.21% demand	
Checking First Bank	\$3,901.36		
(Balance June 30, 2019 = \$49,117.26)			
FUNDS PLEDGED FOR DEPOSITS			
Minden Exchange Bank	\$4,460,599.68	Plus 250M FDIC	
First Bank	\$1,500,000.00	Plus 250M FDIC	

Scott W. Johnson, Treasurer

MINDEN PUBLIC SCHOOLS  
TREASURER'S REPORT SUPPLEMENT  
ACCOUNT RECONCILIATIONS  
June 30, 2020

Bank	Account #	Beginning Balance	Plus: Receipts	Plus/(Minus) Transfers	Minus: Expenditures	Ending/ Reconciled Balance	Previous Year Ending Balance
<b>General Fund</b>							
MEB	401505	\$154,540.47	\$741,067.20	\$150,000.00	\$842,035.94	\$203,571.73	\$138,852.20
MEB	601096	\$2,603,673.80	\$979.12	(\$150,000.00)	\$0.00	\$2,454,652.92	\$2,331,756.70
FB&T	801472	\$1,282,174.42	\$432.08	\$0.00	\$0.00	\$1,282,606.50	\$1,274,179.91
	<b>Subtotal</b>	<b>\$4,040,388.69</b>	<b>\$742,478.40</b>	<b>\$0.00</b>	<b>\$842,035.94</b>	<b>\$3,940,831.15</b>	<b>\$3,744,788.81</b>
<b>Depreciation Fund</b>							
MEB	401919	\$5.19	\$0.00	\$0.00	\$0.00	\$5.19	\$5.19
MEB	613109	\$4,413.58	\$1.74	\$0.00	\$0.00	\$4,415.32	\$4,387.24
FB&T	807982	\$118,617.50	\$39.97	\$0.00	\$0.00	\$118,657.47	\$117,877.93
NLAF	9300656	\$563,375.29	\$6,689.43	\$0.00	\$374.04	\$569,690.68	\$559,376.84
	<b>Subtotal</b>	<b>\$686,411.56</b>	<b>\$6,731.14</b>	<b>\$0.00</b>	<b>\$374.04</b>	<b>\$692,768.66</b>	<b>\$681,647.20</b>
<b>Building Fund</b>							
MEB	106690	\$4.50	\$35,000.00	\$162,172.70	\$162,172.70	\$35,004.50	\$1.47
MEB	603209	\$194,160.23	\$13,581.70	(\$162,172.70)	\$0.00	\$45,569.23	\$565,077.58
FB&T	801407	\$58,166.59	\$16.73	\$0.00	\$0.00	\$58,183.32	\$57,903.73
NLAF	9300655	\$1,802,110.00	\$12,088.19	\$0.00	\$0.00	\$1,814,198.19	\$1,784,253.57
	<b>Subtotal</b>	<b>\$2,054,441.32</b>	<b>\$60,686.62</b>	<b>\$0.00</b>	<b>\$162,172.70</b>	<b>\$1,952,955.24</b>	<b>\$2,407,236.35</b>
<b>Bond Fund</b>							
MEB	620112	\$901,659.64	\$102,848.26	\$0.00	\$211,961.53	\$792,546.37	\$561,088.82
NLAF	9300692	\$798,850.36	\$1.38	\$0.00	\$0.00	\$798,851.74	\$1,248,840.19
	<b>Subtotal</b>	<b>\$1,700,510.00</b>	<b>\$102,849.64</b>	<b>\$0.00</b>	<b>\$211,961.53</b>	<b>\$1,591,398.11</b>	<b>\$1,809,929.01</b>
<b>Lunch Fund</b>							
FB&T	990119	\$74,366.41	\$3,825.30	\$0.00	\$33,968.81	\$44,222.90	\$44,874.63
FB&T	801399	\$3,900.69	\$0.67	\$0.00	\$0.00	\$3,901.36	\$4,242.63
	<b>Subtotal</b>	<b>\$78,267.10</b>	<b>\$3,825.97</b>	<b>\$0.00</b>	<b>\$33,968.81</b>	<b>\$48,124.26</b>	<b>\$49,117.26</b>
<b>Grand Total</b>		<b>\$8,560,018.67</b>	<b>\$916,571.77</b>	<b>\$0.00</b>	<b>\$1,250,513.02</b>	<b>\$8,226,077.42</b>	<b>\$8,692,718.63</b>

## 2019/20 Projections vs. Actuals for General Fund

### As of June 30, 2020

#### Income

2019/20 Budgeted Income = \$10,507,481.32

Month	Projected Income	Actual Income	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$2,017,436.41	\$1,941,671.95	(\$75,764.46)	(\$75,764.46)
October	\$577,911.47	\$654,085.97	\$76,174.50	\$410.04
November	\$145,003.24	\$200,345.19	\$55,341.95	\$55,751.99
December	\$142,901.75	\$161,606.78	\$18,705.03	\$74,457.02
January	\$1,731,632.92	\$1,427,819.14	(\$303,813.78)	(\$229,356.76)
February	\$838,497.01	\$968,515.03	\$130,018.02	(\$99,338.74)
March	\$551,642.77	\$653,872.18	\$102,229.41	\$2,890.67
April	\$501,206.86	\$502,685.38	\$1,478.52	\$4,369.19
May	\$2,718,285.42	\$2,838,095.36	\$119,809.94	\$124,179.13
June	\$971,942.02	\$742,478.40	(\$229,463.62)	(\$105,284.49)
July	\$113,480.80			
August	\$197,540.67			

#### Cash Flow

Month	Projected Cash Flow	Actual Cash Flow	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$958,716.40	\$928,709.07	(\$30,007.33)	(\$30,007.33)
October	(\$335,560.78)	(\$192,226.11)	\$143,334.67	\$113,327.34
November	(\$784,355.48)	(\$669,489.61)	\$114,865.87	\$228,193.21
December	(\$768,301.00)	(\$715,504.14)	\$52,796.86	\$280,990.07
January	\$831,777.65	\$506,370.84	(\$325,406.81)	(\$44,416.74)
February	(\$74,975.24)	\$152,640.39	\$227,615.63	\$183,198.89
March	(\$357,290.48)	(\$217,006.07)	\$140,284.41	\$323,483.30
April	(\$415,669.63)	(\$363,440.31)	\$52,229.32	\$375,712.62
May	\$1,752,614.76	\$2,050,313.20	\$297,698.44	\$673,411.06
June	(\$2,806.63)	(\$99,557.54)	(\$96,750.91)	\$576,660.15
July	(\$807,934.68)			
August	(\$836,214.89)			

#### Expenses

2019/20 Budgeted Expenses = \$11,347,481.32

Month	Projected Expenses	Actual Expenses	Over/(Under) Projection	Running Balance Over/(Under) Projection
September	\$1,058,720.01	\$1,012,962.88	(\$45,757.13)	(\$45,757.13)
October	\$913,472.25	\$846,312.08	(\$67,160.17)	(\$112,917.30)
November	\$929,358.72	\$869,834.80	(\$59,523.92)	(\$172,441.22)
December	\$911,202.75	\$877,110.92	(\$34,091.83)	(\$206,533.05)
January	\$899,855.27	\$921,448.30	\$21,593.03	(\$184,940.02)
February	\$913,472.25	\$815,874.64	(\$97,597.61)	(\$282,537.63)
March	\$908,933.25	\$870,878.25	(\$38,055.00)	(\$320,592.63)
April	\$916,876.49	\$866,125.69	(\$50,750.80)	(\$371,343.43)
May	\$965,670.66	\$787,782.16	(\$177,888.50)	(\$549,231.93)
June	\$974,748.65	\$842,035.94	(\$132,712.71)	(\$681,944.64)
July	\$921,415.48			
August	\$1,033,755.56			

#### General Fund Balance

Beginning Reconciled GF Balance = \$2,560,021.43

Month	Projected GF Balance	Actual Reconciled GF Balance	Over/(Under) Projection
September	\$3,518,737.83	\$3,488,730.50	(\$30,007.33)
October	\$3,183,177.05	\$3,296,504.39	\$113,327.34
November	\$2,398,821.57	\$2,627,014.78	\$228,193.21
December	\$1,630,520.57	\$1,911,510.64	\$280,990.07
January	\$2,462,298.22	\$2,417,881.48	(\$44,416.74)
February	\$2,387,322.98	\$2,570,521.87	\$183,198.89
March	\$2,030,032.50	\$2,353,515.80	\$323,483.30
April	\$1,614,362.87	\$1,990,075.49	\$375,712.62
May	\$3,366,977.63	\$4,040,388.69	\$673,411.06
June	\$3,364,171.00	\$3,940,831.15	\$576,660.15
July	\$2,556,236.32		
August	\$1,720,021.43		

# General Fund Expenditures

Account Description	Adopted Budget	Disbursed	Remaining Balance	Percent Spent
01100 - Regular Instruction	\$5,267,100.58	\$4,734,532.02	\$532,568.56	89.89%
01125 - Academic Intervention (Flex Funding)	\$82,902.56	\$79,944.67	\$2,957.89	96.43%
01200 - School Age SPED	\$1,067,059.47	\$922,067.27	\$144,992.20	86.41%
01291 - Preschool Age 3-5	\$30,252.82	\$13,568.24	\$16,684.58	44.85%
01292 - Preschool Age 0-2	\$3,111.63	\$1,530.30	\$1,581.33	49.18%
01300 - Summer School	\$15,039.18	\$0.00	\$15,039.18	0.00%
02120 - Guidance Counselor	\$313,604.76	\$284,253.60	\$29,351.16	90.64%
02130 - Health Services	\$62,413.74	\$55,020.82	\$7,392.92	88.15%
02141 - School Psychologist - School Age	\$66,279.44	\$62,469.83	\$3,809.61	94.25%
02151 - Speech Path & Deaf Ed	\$141,268.09	\$128,081.52	\$13,186.57	90.67%
02152 - Speech Path & Deaf Ed	\$5,118.40	\$4,222.87	\$895.53	82.50%
02161 - Occupational Therapy	\$20,500.00	\$24,565.50	(\$4,065.50)	119.83%
02171 - Physical Therapy	\$13,500.00	\$4,834.25	\$8,665.75	35.81%
02172 - Physical Therapy	\$100.00	\$0.00	\$100.00	0.00%
02173 - Physical Therapy	\$750.00	\$396.50	\$353.50	52.87%
02190 - Student Activities	\$212,890.52	\$164,413.55	\$48,476.97	77.23%
02213 - Instructional Staff Training	\$2,500.00	\$8,541.98	(\$6,041.98)	341.68%
02220 - Media Center	\$275,079.37	\$247,843.50	\$27,235.87	90.10%
02230 - Technology Support	\$0.00	\$1,399.00	(\$1,399.00)	0.00%
02240 - Assessment Coordinator	\$10,016.95	\$8,406.35	\$1,610.60	83.92%
02310 - Board of Education	\$47,500.00	\$39,009.74	\$8,490.26	82.13%
02320 - Superintendent	\$268,648.86	\$243,380.00	\$25,268.86	90.59%
02330 - District Legal Services	\$100,000.00	\$34,876.49	\$65,123.51	34.88%
02410 - Principal	\$614,883.19	\$552,542.25	\$62,340.94	89.86%
02510 - Business Office	\$194,225.50	\$165,160.09	\$29,065.41	85.04%
02610 - Custodial	\$758,586.37	\$665,954.57	\$92,631.80	87.79%
02620 - Building Maintenance	\$514,663.21	\$243,005.20	\$271,658.01	47.22%
02630 - Grounds Maintenance	\$193,844.69	\$104,505.38	\$89,339.31	53.91%
02640 - Equipment Repair & Maintenance	\$48,298.70	\$39,088.66	\$9,210.04	80.93%
02650 - Non-Pupil Vehicle	\$49,500.00	\$30,038.74	\$19,461.26	60.68%
02660 - Security	\$11,000.00	\$5,723.00	\$5,277.00	52.03%
02670 - Safety	\$12,560.00	\$14,414.21	(\$1,854.21)	114.76%
02710 - School Bus Driving	\$278,443.53	\$199,565.14	\$78,878.39	71.67%
02712 - School Age SPED Driving	\$2,198.83	\$1,264.78	\$934.05	57.52%
02713 - Below Age 5 SPED Driving	\$10,493.10	\$3,694.43	\$6,798.67	35.21%
02730 - School Bus Driving Vehicle Maintenance	\$199,230.69	\$65,165.78	\$134,064.91	32.71%
02732 - School Age SPED Vehicle Maintenance	\$2,000.00	\$162.64	\$1,837.36	8.13%
03535 - High Ability Learners	\$62,897.14	\$40,804.81	\$22,092.33	64.88%
06200 - Title IA	\$126,002.00	\$101,327.90	\$24,674.10	80.42%
06310 - Title IIA	\$41,804.00	\$42,327.28	(\$523.28)	101.25%
06406 - IDEA Preschool (619) Base Allocation	\$2,124.00	\$1,128.50	\$995.50	53.13%
06408 - IDEA Part B (611)	\$164,810.00	\$164,810.81	(\$0.81)	100.00%
06412 - IDEA Non-Public	\$4,280.00	\$4,280.00	\$0.00	100.00%
06700 - Carl Perkins	\$0.00	\$819.79	(\$819.79)	0.00%
06996 - Elementary & Secondary School Emergency Relief	\$0.00	\$11,614.06	(\$11,614.06)	0.00%
08000 - Transfers (Outgoing)	\$50,000.00	\$50,000.00	\$0.00	100.00%
09000 - Reimbursed by Other Funds/Entities	\$0.00	(\$219.92)	\$219.92	0.00%
<b>Total</b>	<b>\$11,347,481.32</b>	<b>\$9,570,536.10</b>	<b>\$1,776,945.22</b>	<b>84.34%</b>

**Total Minden FB Field/Track Renovation Project as of 06/30/2020**

Item #	Work Description	Original Budget	Change Orders	Current Budget	Total Work Previously Completed and Billed	Work Billed This Period	Materials Purchased and Stored	Total Completed & Stored	% Complete	Remaining Balance	Retainage
<b>1</b>	<b>Field Lighting - ProTech Electric Services, Inc.</b>										
a	Demo	\$11,000.00		\$11,000.00	\$5,500.00	\$5,500.00		\$11,000.00	100.00%	\$0.00	\$1,100.00
b	Sports Lighting Material	\$217,500.00		\$217,500.00	\$217,500.00			\$217,500.00	100.00%	\$0.00	\$21,750.00
c	Sports Lighting Labor	\$20,000.00		\$20,000.00	\$0.00	\$20,000.00		\$20,000.00	100.00%	\$0.00	\$2,000.00
d	Quazite/Hand hole	\$4,000.00		\$4,000.00	\$0.00			\$0.00	0.00%	\$4,000.00	\$0.00
e	Breakers	\$400.00		\$400.00	\$0.00			\$0.00	0.00%	\$400.00	\$0.00
f	Directional Boring	\$12,500.00		\$12,500.00	\$0.00			\$0.00	0.00%	\$12,500.00	\$0.00
g	Wire Material & Labor	\$10,755.00	(\$1,545.00)	\$9,210.00	\$0.00			\$0.00	0.00%	\$9,210.00	\$0.00
h	Bond	\$5,150.00		\$5,150.00	\$5,150.00			\$5,150.00	100.00%	\$0.00	\$515.00
<b>2</b>	<b>Grandstands - CBS Constructors</b>										
a	Wood Plank Removal & Hole Drilling	\$18,200.00		\$18,200.00	\$18,200.00			\$18,200.00	100.00%	\$0.00	\$1,820.00
b	Aluminum Planking Materials & Accessories	\$55,550.00		\$55,550.00	\$51,750.00			\$51,750.00	93.16%	\$3,800.00	\$5,175.00
c	Concrete Work	\$25,250.00		\$25,250.00	\$0.00			\$0.00	0.00%	\$25,250.00	\$0.00
d	ADA Modifications	\$15,100.00		\$15,100.00	\$0.00			\$0.00	0.00%	\$15,100.00	\$0.00
e	Install New Planking & Center Aisle Rail	\$18,500.00		\$18,500.00	\$15,000.00			\$15,000.00	81.08%	\$3,500.00	\$1,500.00
f	New Security Fence	\$6,900.00		\$6,900.00	\$0.00			\$0.00	0.00%	\$6,900.00	\$0.00
g	Retaining Wall Repairs - Thrasher	\$0.00	\$29,995.00	\$29,995.00	\$29,995.00			\$29,995.00	100.00%	\$0.00	\$2,999.50
<b>3</b>	<b>Concession/Restroom Renovation - Ayr Construction</b>										
a	Doors & Hardware - Johnson Hardware	\$6,083.00	\$525.00	\$6,608.00	\$6,608.00			\$6,608.00	100.00%	\$0.00	\$660.80
b	Roofing - Fisher Roofing	\$6,000.00		\$6,000.00	\$6,000.00			\$6,000.00	100.00%	\$0.00	\$600.00
c	Glass - Howard's Glass	\$5,137.00		\$5,137.00	\$0.00	\$5,137.00		\$5,137.00	100.00%	\$0.00	\$513.70
d	Bathroom Partitions - Kully's	\$5,750.00		\$5,750.00	\$5,750.00			\$5,750.00	100.00%	\$0.00	\$575.00
e	Stucco - Sam's Construction	\$17,600.00		\$17,600.00	\$0.00			\$0.00	0.00%	\$17,600.00	\$0.00
f	HVAC - K-T Heating	\$5,316.00		\$5,316.00	\$4,000.00			\$4,000.00	75.24%	\$1,316.00	\$400.00
g	Painting - Kucera Painting	\$7,933.00		\$7,933.00	\$0.00	\$6,500.00		\$6,500.00	81.94%	\$1,433.00	\$650.00
h	Electrical - Gilbert Electric	\$12,300.00		\$12,300.00	\$7,500.00	\$3,500.00		\$11,000.00	89.43%	\$1,300.00	\$1,100.00
i	Concrete - A-1 Construction	\$16,180.00	\$900.00	\$17,080.00	\$9,000.00	\$8,080.00		\$17,080.00	100.00%	\$0.00	\$1,708.00
j	Plumbing - K&G	\$28,000.00		\$28,000.00	\$19,000.00			\$19,000.00	67.86%	\$9,000.00	\$1,900.00
k	General Contracting - Ayr Construction	\$44,509.00		\$44,509.00	\$29,000.00	\$7,500.00		\$36,500.00	82.01%	\$8,009.00	\$3,650.00
m	New Electrical Service & Tuck Pointing - Ayr Construction	\$0.00	\$41,838.65	\$41,838.65	\$0.00	\$31,378.99		\$31,378.99	75.00%	\$10,459.66	\$3,137.90
<b>4</b>	<b>General Construction - Nemaha Sports Construction</b>				\$0.00						
a	Mobilization	\$82,490.97		\$82,490.97	\$0.00	\$32,490.97		\$32,490.97	39.39%	\$50,000.00	\$3,249.10
b	Class IV Milling	\$34,931.87		\$34,931.87	\$0.00	\$34,931.87		\$34,931.87	100.00%	\$0.00	\$3,493.19
c	Remove Asphalt	\$1,364.16		\$1,364.16	\$0.00	\$1,364.16		\$1,364.16	100.00%	\$0.00	\$136.42
d	Remove Concrete	\$3,675.74		\$3,675.74	\$0.00	\$3,675.74		\$3,675.74	100.00%	\$0.00	\$367.57
e	Remove Long Jump Pit	\$1,399.20		\$1,399.20	\$0.00	\$1,399.20		\$1,399.20	100.00%	\$0.00	\$139.92
f	Remove Drain Pipe & Headwall	\$1,320.00		\$1,320.00	\$0.00	\$1,320.00		\$1,320.00	100.00%	\$0.00	\$132.00
g	Remove Chain Link Fence (6')	\$1,478.40		\$1,478.40	\$0.00			\$0.00	0.00%	\$1,478.40	\$0.00
h	Remove Chain Link Fence (4')	\$3,429.14		\$3,429.14	\$0.00			\$0.00	0.00%	\$3,429.14	\$0.00
i	Remove & Re-Install Gate (3')	\$440.00		\$440.00	\$0.00			\$0.00	0.00%	\$440.00	\$0.00
j	Remove & Re-Install Gate (4')	\$220.00		\$220.00	\$0.00			\$0.00	0.00%	\$220.00	\$0.00
k	Remove & Re-Install Gate (6')	\$165.00		\$165.00	\$0.00			\$0.00	0.00%	\$165.00	\$0.00
l	Remove & Re-Install Gate (11')	\$165.00		\$165.00	\$0.00			\$0.00	0.00%	\$165.00	\$0.00
m	Remove & Re-Install Gate (12')	\$165.00		\$165.00	\$0.00			\$0.00	0.00%	\$165.00	\$0.00
n	Install 5' Gate	\$550.00		\$550.00	\$0.00			\$0.00	0.00%	\$550.00	\$0.00
o	Remove Trees	\$5,599.00		\$5,599.00	\$0.00	\$5,599.00		\$5,599.00	100.00%	\$0.00	\$559.90
p	Excavation	\$48,749.40		\$48,749.40	\$0.00	\$18,749.40		\$18,749.40	38.46%	\$30,000.00	\$1,874.94
q	Embankment	\$3,303.30		\$3,303.30	\$0.00	\$3,303.30		\$3,303.30	100.00%	\$0.00	\$330.33
r	Waste	\$19,221.30		\$19,221.30	\$0.00	\$17,221.30		\$17,221.30	89.59%	\$2,000.00	\$1,722.13
s	Subgrade Prep - Track & High Jump	\$40,707.64		\$40,707.64	\$0.00	\$30,707.64		\$30,707.64	75.43%	\$10,000.00	\$3,070.76
t	Bituminous Foundation Course - Track & High Jump	\$30,003.86		\$30,003.86	\$0.00			\$0.00	0.00%	\$30,003.86	\$0.00
u	5" Thick Asphalt	\$210,533.40		\$210,533.40	\$0.00			\$0.00	0.00%	\$210,533.40	\$0.00
v	6" Thick Concrete	\$49,852.96		\$49,852.96	\$0.00			\$0.00	0.00%	\$49,852.96	\$0.00

**Total Minden FB Field/Track Renovation Project as of 06/30/2020**

Item #	Work Description	Original Budget	Change Orders	Current Budget	Total Work Previously Completed and Billed	Work Billed This Period	Materials Purchased and Stored	Total Completed & Stored	% Complete	Remaining Balance	Retainage
w	4" Thick Concrete	\$60,278.42		\$60,278.42	\$0.00			\$0.00	0.00%	\$60,278.42	\$0.00
x	Concrete Stairs & Landings	\$20,497.68		\$20,497.68	\$0.00			\$0.00	0.00%	\$20,497.68	\$0.00
y	Concrete Long Jump Runways	\$9,608.26		\$9,608.26	\$0.00			\$0.00	0.00%	\$9,608.26	\$0.00
z	Long Jump Pits	\$26,862.84		\$26,862.84	\$0.00			\$0.00	0.00%	\$26,862.84	\$0.00
aa	Concrete Discus Pads	\$13,800.60		\$13,800.60	\$0.00			\$0.00	0.00%	\$13,800.60	\$0.00
bb	Concrete Shot Put Pads	\$4,361.72		\$4,361.72	\$0.00			\$0.00	0.00%	\$4,361.72	\$0.00
cc	Concrete Pole Vault Runways	\$8,746.24		\$8,746.24	\$0.00			\$0.00	0.00%	\$8,746.24	\$0.00
dd	Concrete Pole Vault Pad	\$10,792.20		\$10,792.20	\$0.00			\$0.00	0.00%	\$10,792.20	\$0.00
ee	Install Salvaged Chain Link Fence (6')	\$3,578.40		\$3,578.40	\$0.00			\$0.00	0.00%	\$3,578.40	\$0.00
ff	Install New Chain link Fence (6')	\$330.00		\$330.00	\$0.00			\$0.00	0.00%	\$330.00	\$0.00
gg	Install Salvaged Chain Link Fence (4')	\$11,515.84		\$11,515.84	\$0.00			\$0.00	0.00%	\$11,515.84	\$0.00
hh	Relocate Scoreboard	\$7,700.00		\$7,700.00	\$0.00	\$7,700.00		\$7,700.00	100.00%	\$0.00	\$770.00
ii	Install Drain Inlets	\$9,217.98		\$9,217.98	\$0.00			\$0.00	0.00%	\$9,217.98	\$0.00
jj	Install 8" CPP Pipe	\$3,520.02		\$3,520.02	\$0.00			\$0.00	0.00%	\$3,520.02	\$0.00
kk	Install 8" Perforated CCP Pipe	\$8,346.76		\$8,346.76	\$0.00			\$0.00	0.00%	\$8,346.76	\$0.00
ll	Install 4" CPP Pipe	\$7,033.00		\$7,033.00	\$0.00			\$0.00	0.00%	\$7,033.00	\$0.00
mm	Install 4" Perforated CPP Pipe	\$14,129.86		\$14,129.86	\$0.00			\$0.00	0.00%	\$14,129.86	\$0.00
nn	Concrete Drain	\$935.00		\$935.00	\$0.00			\$0.00	0.00%	\$935.00	\$0.00
oo	Parking Lot Striping	\$4,642.00		\$4,642.00	\$0.00			\$0.00	0.00%	\$4,642.00	\$0.00
pp	6" Rock for Shot Put	\$4,848.06		\$4,848.06	\$0.00			\$0.00	0.00%	\$4,848.06	\$0.00
qq	Seeding	\$3,190.00		\$3,190.00	\$0.00			\$0.00	0.00%	\$3,190.00	\$0.00
rr	Sod	\$25,220.22		\$25,220.22	\$0.00			\$0.00	0.00%	\$25,220.22	\$0.00
ss	Install Sprinkler System	\$35,026.20		\$35,026.20	\$0.00			\$0.00	0.00%	\$35,026.20	\$0.00
tt	CO #1 - Concrete Curb Below Existing Track	\$0.00	\$4,675.00	\$4,675.00	\$0.00	\$4,675.00		\$4,675.00	100.00%	\$0.00	\$467.50
uu	CO #2 - Irrigation Change	\$0.00	\$3,960.00	\$3,960.00	\$0.00	\$3,960.00		\$3,960.00	100.00%	\$0.00	\$396.00
vv	CO #3 - Track Subgrade Stabilization	\$0.00	\$16,513.00	\$16,513.00	\$0.00	\$16,513.00		\$16,513.00	100.00%	\$0.00	\$1,651.30
<b>5</b>	<b>Rubber Track Surfacing - Midwest Track &amp; Tennis</b>			\$0.00	\$0.00			\$0.00	#DIV/0!	\$0.00	\$0.00
a	Mobilization	\$3,120.00		\$3,120.00	\$0.00			\$0.00	0.00%	\$3,120.00	\$0.00
b	Rubberized Track Surface	\$71,297.27		\$71,297.27	\$0.00			\$0.00	0.00%	\$71,297.27	\$0.00
c	Rubberized High Jump Surface	\$13,501.07		\$13,501.07	\$0.00			\$0.00	0.00%	\$13,501.07	\$0.00
d	Rubberized Runway Surface	\$4,189.46		\$4,189.46	\$0.00			\$0.00	0.00%	\$4,189.46	\$0.00
e	Track and Event Painting	\$8,000.00		\$8,000.00	\$0.00			\$0.00	0.00%	\$8,000.00	\$0.00
f	Alternate Lettering	\$875.00		\$875.00	\$0.00			\$0.00	0.00%	\$875.00	\$0.00
	<b>Total</b>	<b>\$1,510,542.44</b>	<b>\$96,861.65</b>	<b>\$1,607,404.09</b>	<b>\$429,953.00</b>	<b>\$271,206.57</b>	<b>\$0.00</b>	<b>\$701,159.57</b>	<b>43.62%</b>	<b>\$906,244.52</b>	<b>\$70,115.96</b>

# Bank Statement Reconciliation

Description

Adjustment Date

Adjustment Amount

Minden High School

06/01/2020 through 06/30/2020

## Bank Statement Reconciliation Summary

Statement Balance	\$ 321,609.34
- Outstanding checks	\$ 2,813.33
+ Outstanding Deposits	\$ 0.00
+ Outstanding Adjustments	\$ 0.00
- Outstanding Investment Transfers	\$ 0.00
Total	\$ 318,796.01
+ Investments	\$ 37,000.00
Book Balance	\$ 355,796.01

# Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
07/14/2020	1010	Ameritas Life Insurance Corp.	Ameritas Tsa	\$ 500.00
07/14/2020	1011	Ameritas Life Insurance Corp..	Vision Insurance	\$ 784.16
07/14/2020	1012	Blue Cross Blue Shield	Dental Insurance	\$ 598.04
07/14/2020	1012	Blue Cross Blue Shield	District Dental Insurance	\$ 134.36
07/14/2020	1012	Blue Cross Blue Shield	District HDHP Health Ins 2PT	\$ 3,316.38
07/14/2020	1012	Blue Cross Blue Shield	District HDHP Health Ins 9 Mo	\$ 1,137.10
07/14/2020	1012	Blue Cross Blue Shield	District HDHP Health Ins FAM	\$ 2,948.84
07/14/2020	1012	Blue Cross Blue Shield	District HDHP Health Ins SNG	\$ 2,166.28
07/14/2020	1012	Blue Cross Blue Shield	District HDHP Health Ins SPD	\$ 977.32
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins 2PT	\$ 26,097.00
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins 9 Mo	\$ 13,370.00
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins FAM	\$ 83,623.20
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins SNG	\$ 6,365.20
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins SPD	\$ 5,764.80
07/14/2020	1012	Blue Cross Blue Shield	District Health Ins Split	\$ 1,742.15
07/14/2020	1012	Blue Cross Blue Shield	Feba Bcbs Dental 2PT	\$ 636.40
07/14/2020	1012	Blue Cross Blue Shield	Feba Bcbs Dental FAM	\$ 1,159.40
07/14/2020	1012	Blue Cross Blue Shield	Feba Bcbs Dental SPD	\$ 147.48
07/14/2020	1013	Horace Mann Life Insurance Company	Horace Mann Life Insurance	\$ 775.00
07/14/2020	1014	Madison National Life Insurance Co., Inc.	Feba Life Insurance	\$ 345.00
07/14/2020	1014	Madison National Life Insurance Co., Inc.	Long-Term Disability	\$ 1,150.31
07/14/2020	1014	Madison National Life Insurance Co., Inc.	Term Life Policy	\$ 289.45
07/14/2020	1015	Minden Exchange Bank & Trust Co.	HSA Contribution	\$ 2,498.90
07/14/2020	1016	Minden Public Schools	District Court	\$ 1,186.00
07/14/2020	1016	Minden Public Schools	F/b Dependent Care	\$ 416.67
07/14/2020	1016	Minden Public Schools	F/b Medical Dental	\$ 3,161.70
07/14/2020	1016	Minden Public Schools	Increased Retirement Percent	\$ 11,274.24
07/14/2020	1016	Minden Public Schools	NE Retirement	\$ 76,498.72
07/14/2020	1017	Mps Payroll	Federal Withholding	\$ 36,993.36
07/14/2020	1017	Mps Payroll	FICA	\$ 54,455.40
07/14/2020	1017	Mps Payroll	Medicare	\$ 12,735.64
07/14/2020	1018	Mps Payroll NE Income Tax	State Withholding - NE	\$ 16,070.48
07/14/2020	1019	New York Life	Ny Life Tsa	\$ 200.00
07/14/2020	1020	A&M Ag Partners, Inc.	HS & Football Field Grass Seed	\$ 365.00
07/14/2020	1021	Acco Brands USA, LLC	HS English Supplies - COOP Order	\$ 74.40
07/14/2020	1022	Alpha Rehabilitation, P.C.	Speech & OT Services	\$ 395.71
07/14/2020	1023	Amazon Capital Services, Inc.	Activity & East Supplies	\$ 157.75
07/14/2020	1023	Amazon Capital Services, Inc.	East First Grade Supplies	\$ 19.79
07/14/2020	1023	Amazon Capital Services, Inc.	East Supplies & Books	\$ 128.41
07/14/2020	1023	Amazon Capital Services, Inc.	Face Masks - ESSER	\$ 899.00
07/14/2020	1023	Amazon Capital Services, Inc.	Face Shields - ESSER	\$ 163.51
07/14/2020	1023	Amazon Capital Services, Inc.	First Grade Supplies	\$ 310.21
07/14/2020	1023	Amazon Capital Services, Inc.	HS Art Supplies	\$ 464.22
07/14/2020	1023	Amazon Capital Services, Inc.	HS Phys Ed Supplies	\$ 434.66
07/14/2020	1023	Amazon Capital Services, Inc.	HS Window Lettering	\$ 35.98
07/14/2020	1023	Amazon Capital Services, Inc.	MS Academic Intervention Supplies	\$ 118.01
07/14/2020	1023	Amazon Capital Services, Inc.	MS Plumbing Repair	\$ 1,571.34
07/14/2020	1023	Amazon Capital Services, Inc.	MS Supplies	\$ 26.90
07/14/2020	1024	Apple Computer	Laptops & iPad	\$ 5,976.00
07/14/2020	1024	Apple Computer	Technology Supplies	\$ 1,308.00
07/14/2020	1025	Aurora Cooperative	Fuel & Ground Chemicals	\$ 656.59
07/14/2020	1026	Axtell Community Schools	HS SPED Contracted Services	\$ 1,397.88
07/14/2020	1027	Benson Tree Service	Tree Removal	\$ 2,000.00
07/14/2020	1028	Bill's Plumbing	MS Plumbing Supplies	\$ 36.66
07/14/2020	1029	BIO Corporation	HS Science Supplies	\$ 345.35
07/14/2020	1030	Black Hills Energy	Bus Barn Natural Gas	\$ 116.19
07/14/2020	1030	Black Hills Energy	East Natural Gas	\$ 425.27
07/14/2020	1030	Black Hills Energy	HS/MS Natural Gas	\$ 909.22

# Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
07/14/2020	1030	Black Hills Energy	MS Natural Gas	\$ 597.87
07/14/2020	1031	Blick Art Materials	HS Art Supplies	\$ 3,300.91
07/14/2020	1031	Blick Art Materials	MS Art Supplies	\$ 579.14
07/14/2020	1032	BSN Sports	Softball Supplies	\$ 466.28
07/14/2020	1033	Cardmember Service	East Supplies	\$ 20.92
07/14/2020	1033	Cardmember Service	Grounds Supplies	\$ 143.67
07/14/2020	1033	Cardmember Service	HS Media Center Supplies	\$ 150.11
07/14/2020	1033	Cardmember Service	HS Software	\$ 24.99
07/14/2020	1033	Cardmember Service	MS Plumbing Repair	\$ 281.20
07/14/2020	1034	Carolina Biological Supply Company	HS Science Supplies	\$ 386.99
07/14/2020	1035	CCS Presentation Systems	SmartBoard Software Licenses	\$ 411.95
07/14/2020	1036	Cengage Learning	HS Ag Textbooks	\$ 10,164.55
07/14/2020	1037	Centra Chemical Service, Inc.	Grounds Fertilizer	\$ 998.40
07/14/2020	1038	Century Link Long Distance	Long Distance Telephone	\$ 11.28
07/14/2020	1039	CenturyLink - Regular Telephone	Telephone Services	\$ 497.79
07/14/2020	1040	City Of Minden	Utilities	\$ 17,107.35
07/14/2020	1041	Clearly Communications	Telephone Services	\$ 243.79
07/14/2020	1042	Companion	HS Software	\$ 581.00
07/14/2020	1043	Computer Hardware, Inc.	HS Laptop	\$ 2,636.00
07/14/2020	1044	Conditioned Air Mechanical Systems & Service	MS HVAC Maintenance & Repair	\$ 5,756.00
07/14/2020	1045	Cooperative Producers, Inc.	Grounds Chemical	\$ 131.58
07/14/2020	1046	Cornerstone Electric	HS Electrical Repair	\$ 1,657.00
07/14/2020	1047	D & M Security, Inc.	East Fire Alarm Monitoring	\$ 75.00
07/14/2020	1048	DAS State Accounting - Central Finance	Network Nebraska Fees	\$ 438.08
07/14/2020	1049	Dell Marketing L.P.	HS Journalism Computer	\$ 175.62
07/14/2020	1050	Ebsco	HA Media Center Magazine Subscriptions	\$ 225.99
07/14/2020	1051	Educational Service Unit #10	Training and SPED & PowerSchool Services	\$ 763.93
07/14/2020	1052	Educational Service Unit #11	District Technology	\$ 1,391.04
07/14/2020	1053	Egan Supply Co.	Custodial Supplies	\$ 74.82
07/14/2020	1054	ESU Coordinating Council	Public Performance Site Licenses	\$ 1,011.00
07/14/2020	1055	Ewell Education Services, Inc.	HS Ag Software	\$ 325.00
07/14/2020	1056	Family Physical Therapy & Sports Center, P.C.	PT & OT Services	\$ 915.00
07/14/2020	1057	Flinn Scientific	HS Science Supplies	\$ 49.80
07/14/2020	1058	Follett Library Resources, Inc.	HS Software Renewal	\$ 907.05
07/14/2020	1059	Gary Braun Electric, Inc.	East Emergency Lighting Upgrade	\$ 2,878.39
07/14/2020	1059	Gary Braun Electric, Inc.	MS Emergency Lighting Upgrade	\$ 2,560.80
07/14/2020	1059	Gary Braun Electric, Inc.	MS Gym Lighting Upgrade	\$ 8,741.55
07/14/2020	1059	Gary Braun Electric, Inc.	Wrestling Gym Lighting Upgrade	\$ 3,453.25
07/14/2020	1060	Grizzly Industrial, Inc.	HS Industrial Tech Supplies	\$ 3,405.58
07/14/2020	1061	Harco Athletic Reconditioning, Inc.	Football Helmet Reconditioning	\$ 2,526.00
07/14/2020	1062	Hometown Leasing	Copier Lease & Printing Charges	\$ 3,900.00
07/14/2020	1063	Innovative Office Solutions	COOP Order	\$ 1,528.04
07/14/2020	1064	Jim's OK Tire Minden, LLC	Grasshopper Mower Tire Repair	\$ 15.00
07/14/2020	1065	John Deere Financial	Grounds Supplies	\$ 43.93
07/14/2020	1065	John Deere Financial	JD Mower Repair	\$ 86.32
07/14/2020	1065	John Deere Financial	Sprayer Repair	\$ 262.00
07/14/2020	1066	Kearney County Clerk	Election Fees	\$ 3,762.32
07/14/2020	1067	Kearney Powersports	Hustler Mower Repair	\$ 87.75
07/14/2020	1068	Kearney Winnelson Co.	East Plumbing Repair	\$ 1,170.06
07/14/2020	1068	Kearney Winnelson Co.	MS Plumbing Repair	\$ 472.25
07/14/2020	1068	Kearney Winnelson Co.	MS Plumbing Repair	\$ 245.57
07/14/2020	1069	Landmark Implement Carquest	Tomcat Repair	\$ 5.75
07/14/2020	1069	Landmark Implement Carquest	Transportation Supplies	\$ 5.98
07/14/2020	1070	Mackin Book Company	East Library Books	\$ 1,946.27
07/14/2020	1071	McGraw Hill School Education	6th/7th Grade Math Workbooks	\$ 511.31
07/14/2020	1071	McGraw Hill School Education	East Textbooks	\$ 407.97
07/14/2020	1071	McGraw Hill School Education	HS Social Studies Textbooks	\$ 14,159.14
07/14/2020	1072	Minden Courier	Board Postings	\$ 59.71

# Checks For Payment Listing

Date	Check Number	Payee	Reason	Amount
07/14/2020	1073	Minden Hardware	Supplies & Repairs	\$ 1,104.33
07/14/2020	1074	Minden Lumber & Concrete	East Repair	\$ 184.41
07/14/2020	1074	Minden Lumber & Concrete	MS Kitchen Repair	\$ 51.48
07/14/2020	1074	Minden Lumber & Concrete	MS Restroom Repair	\$ 49.86
07/14/2020	1074	Minden Lumber & Concrete	MS Teachers Workroom Repair	\$ 10.78
07/14/2020	1075	Minden Office Supply	MS Office Supplies	\$ 17.62
07/14/2020	1075	Minden Office Supply	Office Supplies	\$ 13,259.10
07/14/2020	1076	Mps Petty Cash	Postage	\$ 48.03
07/14/2020	1077	Napa Auto Parts	HS Industrial Tech Supplies	\$ 178.41
07/14/2020	1078	Nebraska Truck Center, Inc.	Bluebird Activity Bus Repair	\$ 1,000.00
07/14/2020	1079	Northwest Evaluation Association	MAP Testing & Reading Fluency	\$ 5,725.00
07/14/2020	1080	One Source	June Background Checks	\$ 91.00
07/14/2020	1081	Pearson Education, Inc.	HS Social Studies Textbooks	\$ 6,159.62
07/14/2020	1081	Pearson Education, Inc.	MS 8th Grade Textbooks	\$ 9,245.25
07/14/2020	1082	Perry, Guthery, Haase & Gessford, P.C., L.L.O	HS Construction Legal Fees	\$ 1,620.00
07/14/2020	1082	Perry, Guthery, Haase & Gessford, P.C., L.L.O	Legal Issues	\$ 270.00
07/14/2020	1083	Presto-X Company	East Pest Control Service	\$ 44.00
07/14/2020	1083	Presto-X Company	HS Pest Control Service	\$ 41.00
07/14/2020	1083	Presto-X Company	MS Pest Control Service	\$ 48.00
07/14/2020	1084	Protex Central, Inc.	East Fire Alarm Repair	\$ 60.80
07/14/2020	1085	Pyramid School Products	COOP Order	\$ 863.13
07/14/2020	1086	Really Good Stuff	East 2nd Grade Supplies	\$ 180.56
07/14/2020	1086	Really Good Stuff	East 3rd Grade Supplies	\$ 467.92
07/14/2020	1086	Really Good Stuff	East Supplies	\$ 133.76
07/14/2020	1087	Schindler Elevator Corporation	Elevator Maintenance Agreement	\$ 216.06
07/14/2020	1088	School Counselor Resources	MS Guidance Office Supplies	\$ 89.54
07/14/2020	1089	School Specialty, Inc.	MS Cafeteria Tables	\$ 14,520.66
07/14/2020	1089	School Specialty, Inc.	MS Science Supplies	\$ 609.13
07/14/2020	1090	Sunbelt Rentals, Inc.	Generator Rental	\$ 1,135.65
07/14/2020	1091	The Home Depot Pro	Custodial Supplies	\$ 52.68
07/14/2020	1092	Tom's Music House	Bass Clarinet Repair	\$ 40.00
07/14/2020	1092	Tom's Music House	HS Instrument Repair	\$ 245.00
07/14/2020	1092	Tom's Music House	HS Instruments	\$ 4,135.00
07/14/2020	1093	Verizon Wireless	Wireless Hotspot Data Plan - ESSER	\$ 133.68
07/14/2020	1094	Virco	HS Ag Supplies	\$ 593.40
07/14/2020	1095	Widdifield, James T	May/June Reimbursement	\$ 315.18
07/14/2020	1096	Wieser Educational, Inc.	HS SPED Textbooks	\$ 506.06
07/14/2020	1097	William Macgill Co	Health Service Supplies	\$ 1,251.87
07/14/2020	1097	William Macgill Co	HS SPED Supplies	\$ 70.71
07/14/2020	1098	Woodward's Disposal Service, Inc.	Shredding Services	\$ 52.00
07/14/2020	1099	WT Cox Subscriptions	HS Media Center Magazines Renewal	\$ 737.09
07/14/2020	1100	Zaner-Bloser, Inc.	East E-Books	\$ 586.14
07/14/2020	1101	U.S. Post Office	Bulk Mailing Permit & Postage	\$ 1,015.00
07/14/2020	1102	Nebraska Department of Motor Vehicles	Bus Driver Record Requests	\$ 30.00
07/14/2020	EFT	Minden Exchange Bank - EFT	Direct Deposit Fees	\$ 27.85
<b>Subtotal</b>				<b>\$ 559,807.83</b>
<b>Net Payroll - July 2020</b>				<b>\$ 304,496.50</b>
<b>Total General Fund Disbursements - July 2020</b>				<b>\$ 864,304.33</b>

Secretary Kenneth Carpenter

## Lunch Fund Checks and Liabilities

Check Number	Date	Payee	Reason	Amount
EFT	6/10/2020	US Foods	Commodities	\$ 1,728.17
5579	6/10/2020	Dollar General	Kitchen Supplies	\$ 15.90
5580	6/10/2020	Hiland Dairy	Milk Products	\$ 2,396.52
5581	6/10/2020	Cash-wa Distributing Co.	Commodities	\$ 7,318.59
5582	6/10/2020	Minden Hardware	Lunch Room Supplies	\$ 26.99
5583	6/10/2020	Mason's Market	Commodities	\$ 916.00
5584	6/10/2020	Village Uniform	Kitchen Apron & Rag Service	\$ 323.16
EFT	6/18/2020	Sysco - EFT	Commodities	\$ 2,935.96
173	7/14/2020	Ameritas Life Insurance Corp..	EE Vision Insurance Premiums	\$ 34.20
174	7/14/2020	Blue Cross Blue Shield	Health & Dental Insurance Premiums	\$ 4,393.48
175	7/14/2020	Madison National Life Insurance Co., Inc.	EE FEBA Life Insurance Premiums	\$ 9.55
175	7/14/2020	Madison National Life Insurance Co., Inc.	EE Life Insurance Premiums	\$ 5.50
175	7/14/2020	Madison National Life Insurance Co., Inc.	Long Term Disability	\$ 10.35
176	7/14/2020	Minden Exchange Bank & Trust Co.	EE & ER HSA Contributions	\$ 99.95
177	7/14/2020	Minden Public Schools	EE & ER Retirement Contributions	\$ 1,301.74
177	7/14/2020	Minden Public Schools	Employee FEBA - Medical/Dental	\$ 100.00
178	7/14/2020	Mps Payroll	EE & ER FICA, Medicare, & Federal Income Tax	\$ 1,279.54
179	7/14/2020	Mps Payroll NE Income Tax	EE Nebraska Income Tax Withholding	\$ 133.49
<b>Subtotal</b>				<b>\$ 23,029.09</b>
<b>Net Payroll - July 2020</b>				<b>\$ 4,828.92</b>
<b>Total Lunch Fund Disbursements</b>				<b>\$ 27,858.01</b>

## Building Fund Liabilities

Check Number	Date	Payee	Reason	Amount
550	7/14/2020	Ayr Construction & Remodeling, LLC	Concrete - 100% Complete	\$ 8,080.00
550	7/14/2020	Ayr Construction & Remodeling, LLC	Electrical - 89.43% Complete	\$ 3,500.00
550	7/14/2020	Ayr Construction & Remodeling, LLC	General Contracting - 82.01% Complete	\$ 7,500.00
550	7/14/2020	Ayr Construction & Remodeling, LLC	Glass - 100% Complete	\$ 5,137.00
550	7/14/2020	Ayr Construction & Remodeling, LLC	New Electrical Service & Tuck Pointing - 75% Complete	\$ 31,378.99
550	7/14/2020	Ayr Construction & Remodeling, LLC	Painting - 81.94% Complete	\$ 6,500.00
550	7/14/2020	Ayr Construction & Remodeling, LLC	Less: Foundation Memorial Donations	\$ (7,090.00)
550	7/14/2020	Ayr Construction & Remodeling, LLC	Less: Retainage	\$ (6,209.60)
551	7/14/2020	Nemaha Sports Construction	Class IV Milling -100% Complete	\$ 34,931.87
551	7/14/2020	Nemaha Sports Construction	CO #1 - Concrete Curb Below Existing Track - 100% Complete	\$ 4,675.00
551	7/14/2020	Nemaha Sports Construction	CO #2 - Irrigation Change - 100% Complete	\$ 3,960.00
551	7/14/2020	Nemaha Sports Construction	CO #3 - Track Subgrade Stabilization	\$ 16,513.00
551	7/14/2020	Nemaha Sports Construction	Remove Concrete - 100% Complete	\$ 3,675.74
551	7/14/2020	Nemaha Sports Construction	Remove Drain Pipe & Headwall - 100% Complete	\$ 1,320.00
551	7/14/2020	Nemaha Sports Construction	Remove Long Jump Pit - 100% Complete	\$ 1,399.20
551	7/14/2020	Nemaha Sports Construction	Remove Trees - 100% Complete	\$ 5,599.00
551	7/14/2020	Nemaha Sports Construction	Subgrade Prep - Track & High Jump - 75.43% Complete	\$ 30,707.64
551	7/14/2020	Nemaha Sports Construction	Waste - 89.59% Complete	\$ 17,221.30
551	7/14/2020	Nemaha Sports Construction	Embankment - 100% Complete	\$ 3,303.30
551	7/14/2020	Nemaha Sports Construction	Excavation - 38.46% Complete	\$ 18,749.40
551	7/14/2020	Nemaha Sports Construction	Mobilization - 39.39% Complete	\$ 32,490.97
551	7/14/2020	Nemaha Sports Construction	Relocate Scoreboard - 100% Complete	\$ 7,700.00
551	7/14/2020	Nemaha Sports Construction	Remove Asphalt - 100% Complete	\$ 1,364.16
551	7/14/2020	Nemaha Sports Construction	Less: Retainage	\$ (18,361.06)
552	7/14/2020	ProTech Electric Services, Inc.	Demo - 100% Complete	\$ 5,500.00
552	7/14/2020	ProTech Electric Services, Inc.	Sports Lighting Labor - 100% Complete	\$ 20,000.00
552	7/14/2020	ProTech Electric Services, Inc.	Less: Retainage	\$ (2,550.00)
<b>Total Building Fund Disbursements - July 2020</b>				<b>\$ 236,995.91</b>



**MINDEN PUBLIC SCHOOLS**  
**ACTIVITIES/ATHLETIC DEPARTMENT**  
*Ed Rowse, Asst. Prin./Act. Dir.*

**622 W. 3rd Street**  
**Minden, NE 68959-1598**  
**308-832-2254 School**  
**308-832-1892 Fax**

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**July 2020 BOARD MEETING**  
**ACTIVITY DIRECTOR REPORT**

The summer is more than half over and it's starting to look closer to normal with students and coaches in our building training and preparing for their upcoming seasons. It feels good to have them back and hear their voices as they workout. The volleyball team hosted a team camp last week bringing 11 other schools to Minden to play matches preparing for the regular season. Our girls basketball team will host a team camp July 16th in Minden. Our high school football team will be hosting Wood River for a 7 vs. 7 scrimmage/contests on Wednesdays during July. Several coaches from other schools have said their school doesn't allow them to host events this summer due to COVID. I am thankful MPS is willing to host these camps/events for students from Minden as well as other communities. Only time will tell if this was a good idea or not but I am thankful for these activities for our students and hope it will help our community move through the COVID pandemic and be stronger for it.

Normally our coaches would be heading to Lincoln for the Nebraska Coaches Association sponsored Coaches Clinic later this month. I have attended this fantastic clinic for the past 31 years and learn something new every time I attend. The clinic was cancelled due to COVID and will be sorely missed. I learned X's and O's at the clinic but more importantly I met new people within my sport and developed a large group of colleagues who helped me so many times over the years. I will miss the clinic this year as will our coaches who also used this opportunity to learn, build their support systems, create coaching staff camaraderie, and get fired up for the upcoming season.

This summer has been unusual but busy. I continue to fine tune our sport schedules, officials contracts, handbooks, as well as other documents that will be needed once the new school year begins. I am thankful for all the help this summer from Jayne Hoban in our office, she is very good at what she does and is a valuable asset to our school!

Refer to the link in the Board Agenda for changes to my Activity Handbooks for parents and coaches/sponsors for the 2020-2021 school year.



[District Handbooks 2020-21](#)

Ed Rowse

**Minden Public Schools**  
**East Elementary/Minden Public Preschool**  
**July 2020 Report to the Board of Education**  
**Mrs. Sandy Pohl, Administrator**

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A beneficial month of summer learning took place during June under the leadership of Miss Carly Sitorius. Miss Sitorius differentiated literacy instruction and activities so that students at each grade level could practice their reading skills. Sign up for this summer practice was at a five year high with the excitement of an opportunity to connect and revisit important literacy components.

"The reading practice with Miss Sitorius is honestly the best part of our day!"-East parent

"Miss Sitorius has made reading practice so convenient that we can practice with her reading anywhere."-East parent

Extended school year services for special education students were effectively delivered by Mrs. Melissa Klabunde, Miss Sara Anderson, Mrs. Alyssa Schneider, Miss Abbie Obermeier, and Mrs. Hailey Rhynalds. Students were able to connect on a weekly basis with these staff members. They were also able to partake in specially designed instruction and activities in order to engage and progress during the summer time months.

Miss Anderson and Mrs. Schneider continue to serve families through Individual Family Service Plans. IFSP meetings take place during the months of June and July involving qualified families, Miss Anderson, Mrs. Schneider, and Mrs. Pohl through a virtual meeting process.

Connecting with families and students remains a priority through our social media outlet. At least once a week a video message is delivered to families with the idea that we should, "Continue to make connections with kids and those who take care of kids...The more they can hear our voice or see our faces the better chance we have to engage longer." -Joe Sanfelippo, Wisconsin Superintendent of the Year.

Recent social media connection statistics

Welcome Whippet post-2,228 people reached

19-20 Collection of Pictures-3,070 people reached

Pupstrong Post-1,011 people reached

**Staff Highlights:**

**Did you know...**Mrs. Rowley didn't miss a student's birthday during the school closure. She sent a special message to each student who celebrated a birthday while school was not in session. Mrs. Rowley makes students feel important and cared for consistently.

**Did you know...**Mr. McCarthy and Mrs. Olson start every school day by greeting kids at the front doors of East Elementary. Every student has the door opened for them, are greeted by a

loving adult, and feel welcomed into the positive school environment. These two people set the tone for a good day each and every day. Mr. McCarthy and Mrs. Olson have made strong relationships with students a priority.

**Did you know...**A one day pick was arranged by grade levels throughout a Friday in April. Teachers took turns during their designated grade level times to pass out supplies and materials to finish the school year. Mrs. Woodward, art teacher, distributed items starting with the first student and didn't leave until the last student received their things.

**Did you know...**Mrs. Stott and Mrs. Muller designed "pupstrong" signs for each Preschool and East Elementary student to place in their window at home during the extended school closure. In this way, children all over the community could see the signs hanging in other's windows. Even though we weren't physically together, students could look at the signs and know we were all in this together. Look for these continuing to hang all over town. We are united.

# Minden High School

## July 2020

### Board of Education Report



#### **1. High School Summer Updates:**

This month's report will be brief, historically the month of June and first few weeks of July have been a time for us to catch up, clean up, and get ready for the upcoming year. That is, exactly what we have been doing this past month. The custodians have been doing a great job getting the building ready for our staff and students to return class next month. It has been wonderful to see our student-athletes in the building lifting weights and preparing for their fall seasons. We are also seeing more and more staff in the building each day as they are also getting excited to get back in the routine of school.

*August 13th is right around the corner, we are excited to get school fired back up !!*

#### **2. Student and Staff Handbook Updates:**

Student and staff handbooks have been updated for the upcoming school year. The links to those handbooks are the same links that Mr. Widdifield provided last month. The items that have been added and updated have been highlighted to ease the review process. Feel free to contact me if there are any questions.

**Minden Public Schools**  
**C.L. Jones Middle School**  
**July 2020 Report to the Board of Education**  
**Mrs. Chelsey Jensen, Administrator**

The following information is a list of highlights at C.L. Jones Middle School:

**Summer School**- Summer school took place June 1- July 10th from 9:30-12:00, Mondays through Thursdays at C.L. Jones Middle School with Mrs. Whitney and Mrs. Osgood- Kring. Sessions were offered onsite and online via Zoom for any student in grades 4-8. There were 5 students that participated in online Zoom sessions. This group worked on Corrective Reading lessons. There were 7 students that participated consistently with onsite sessions. The onsite sessions included practice with language arts concepts, mathematics, and Corrective Reading. Several students expressed that they were excited to be back in the building.

Thank you to Mrs. Whitney and Mrs. Osgood- Kring for their hard work organizing and facilitating the summer school sessions!

**Cross Country Practice**- The Minden Cross Country program has been conditioning three days a week this summer. Conditioning started on Monday, June 8th on Mondays, Tuesdays and Thursdays. This includes students in grades 7-12. The boys have been using the north parking lot and the girls have been using the south parking lot for warm-ups to allow for social distancing. There are approximately 30 students consistently practicing on Mondays, Tuesdays, and Thursdays. The coaches, Shawn Wheelock, Dawn Moyer, and Roger Hansen are very excited about the upcoming season, as this summer's conditioning roster is the highest it has been in the last 12 years. The athletes have been running various routes through town and have the ability to get water at set locations throughout their routes.

Thank you to Shawn Wheelock, Dawn Moyer, and Roger Hansen for organizing and facilitating weekly practices for these athletes!

**One-on-one Staff Meetings**- I have been conducting one-on-one meetings with all teachers at C.L. Jones Middle School so I have a chance to interact with everyone prior to the start of the school year. These meetings have been a great way to introduce myself and to learn more about the staff professionally and personally.

**Open House**- I am planning an Open House at C.L. Jones Middle School on August 6th at 6:00-7:00 pm. This will be a time for students/ families to visit the building to greet the staff members and to meet myself. This will be an informal social event so I can begin to meet students and families prior to the start of the school year. Information on the Open House went out on July 9th.

**Walton Grant (NWEA)**- C.L. Jones team has participated in three Zoom meetings (in June and July) with the NWEA team (Steve Underwood- NWEA/ Portland, Jenn Allen- NWEA/ Illinois, Ally Wilkinson- NWEA/ Nebraska, Wendy Ihde- NWEA/ Montana) regarding the Walton Grant and the professional development they are planning to provide to our staff throughout the school year. They plan to provide opportunities to learn more about assessments, specifically MAP Growth, to help our staff become more assessment literate. The initial training with all middle school teaching staff will be August 6th 8:30-3:30 in the C.L. Jones Middle School Media Center with NWEA representative Jenn Allen.

**Superintendent Report**

Meeting: July Board Meeting

Date: 7/13/20

Mr. Widdifield

=====

**Topics:**

Track/Projects: The track is starting to look more and more like a track every day. They have sent me a schedule of what is getting done and I will add that to my weekly updates. Over the next couple of weeks we should have the concession stand, bleachers, concrete, and asphalt done. The sidewalk around the outdoor classroom is done and lights are updated for this year.

Bus: We have submitted our grant application for a new Propane bus. We have the potential to save about 2/3 of what a new bus would cost. Tyler from Nebraska Central submitted the grant on our behalf. We have already been accepted for a federal grant for a new bus, but we can only use one of the two. We are looking at reducing one route for next year.

Summer Lunch: We are having a great turnout for our summer lunch program. We are sending out about 250 weekly breakfast/lunch bags, that would be 1250 breakfast and lunch meals a week. It is a great program for our families and our community.

Thank You: Thank you to all the staff and administration for all the work they put into the school and additional requirements that have been asked of them this summer. It is a team effort. Thanks to Jeremy, Laurie, Jaimi, and maintenance and custodians for their help. It is a summer that we will be talking about for a long time.

### **Notice of Nondiscrimination**

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

Students: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org).

Employees and Others: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the OCR at One Petticoat Lane, 1010 Walnut Street, 3<sup>rd</sup> Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

New Construction and Improvements to the Existing BuildingsConstruction Management at Risk Under the Nebraska Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901, et. seq.

1. ***Introduction:*** The School District is authorized to enter into Construction Management at Risk Contracts for School District construction projects by adhering to the procedures set forth in the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Section 13-2901 et seq. (the "Act"). Pursuant to the Act, the Board of Education hereby adopts the following policies for entering into a Construction Management at Risk Contract and the general terms of such contract.

2. ***Terms Defined:***

A. "Construction Management at Risk Contract" means a contract developed under the terms and conditions of this policy by which a construction manager (a) assumes the legal responsibility to deliver a construction project within a contracted price to the School District, (b) acts as a construction consultant to the School District during the design phase of the project when the School District's architect or engineer designs the project, and (c) is the builder during the construction phase of the project, subject to the School District's bidding requirements established by this policy and other School District policies, and the Construction Management at Risk Contract.

B. "Construction Manager" means the legal entity which proposes to enter into a Construction Management at Risk Contract pursuant to the Act and this policy.

C. "Proposal" means an offer in response to a Request for Proposals by a Construction Manager to enter into a Construction Management at Risk Contract for a School District construction project pursuant to the Act and this policy.

D. "Request for Proposals" means the documentation by which the School District solicits Construction Manager Proposals.

3. ***Board Selection of Construction Manager at Risk Method, and Process and Direction to Prepare Request for Proposals:*** The Board of Education of the School District shall adopt a resolution to select the Construction Manager under the Act as the method and process of construction delivery of the specific project and authorize and direct the School District Administration in conjunction with the architecture or engineering firm retained for the specific project to prepare a Request for Proposals in accordance with the Act and this policy. The resolution shall require the affirmative vote of at least two-thirds (2/3rds) of the Board of Education.

4. ***Duties of Architect and/or Engineer for the Project:*** Prior to proceeding with any School District construction project using the Construction Manager method under the Act, the School District shall retain the services of an architect and/or engineer, pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., for such construction project, to provide design services including the preparation of plans, specifications, and estimates, and observe construction. Additionally, such architect and/or engineer services shall include assistance, consultation and participation in preparing the Request for Proposals, evaluation of

Proposals received for the Construction Manager position, and participation on the selection committee for the Construction Manager provided for in the Act and this policy.

5. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Construction Manager under the Act and in accordance with this section. At least thirty (30) days prior to the deadline for receiving and opening Proposals, notice of the Request for Proposals shall be published in a newspaper of general circulation within the School District and filed with the State Department of Education. The Request for Proposals shall include, at a minimum, the following components:

- A. The Notice of the Request for Proposals.
- B. An Invitation to submit Proposals. Such invitation shall (1) identify the School District as the project owner, (2) contain the day and hour upon which such Proposals are due and shall be received; (3) that Proposals shall be sealed; (4) that Proposals shall not be opened until expiration of the time allowed for submitting Proposals; and (5) the hour at which such Proposals shall be opened in the presence of the proposers, or representatives of the proposers.
- C. These Policies adopted by the School District;
- D. General information about the project which will assist the School District in its selection of the Construction Manager.
- E. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget.
- F. Instructions to prospective Construction Manager firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:
  - (1) A description of the Construction Manager's project team and organization of such team;
  - (2) Fee proposal, if required by the School District as part of the Request for Proposals;
  - (3) A description of the limitations, if any, on expenses to be reimbursed;
  - (4) Proof of insurance coverage and bonding required by law and the Construction Manager at Risk Contract;
- G. Information of pre-Proposal conference, if any required, and attendance requirements at such conference.
- H. Proposal procedures, including:
  - (1) Questions and clarification or interpretations of the Proposal documents;
  - (2) Method of handling addenda to Proposal documents;

(3) Procedure for modification or withdrawal of Proposals;

(4) Proposal due date and opening including date, time, location and methods of submittal of Proposals;

I. Evaluation procedure, including the criteria for evaluation of Proposals, the relative weight of each criterion, the interview process, the contract negotiation process and the contract execution process.

J. The proposed Agreement between the School District and the Construction Manager, including General Conditions of the Contract for Construction where the Construction Manager is at risk. Such Agreement may set forth an initial determination of the manner by which the construction manager selects any subcontractor and may require that any work subcontracted be awarded by competitive bidding.

K. Payment and performance bonds and guaranteed maximum price bond requirements for the Construction Manager;

L. Insurance requirements, which shall provide that the Construction Manager shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Nebraska such insurance as will protect the Construction Manager from claims which may arise out of or result from the Construction Manager's operations under the contract and for which the Construction Manager may be legally liable, whether such operations be by the Construction Manager or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

M. Special notice requirements, if any, which may include but not be limited to the following:

(1) THIS PROJECT IS BEING CONDUCTED UNDER AND IS SUBJECT TO THE PROVISIONS OF THE POLITICAL SUBDIVISIONS CONSTRUCTION ALTERNATIVES ACT, Neb. Rev. Stat. Sec. 13-2901 et. seq.

(2) This School District is an equal opportunity institution and actively recruits well-qualified and diverse individuals and firms, including women and minorities, for architectural and engineering services and for contractor services. The School District requires that all responders/bidders/proposers for public work provide written assurances, affirm and agree that (a) they are an equal opportunity employer, (b) they actively recruit a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, they will actively continue and implement this policy throughout any awarded public work. The School District or any of its responders/bidders/proposers for public work shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

(3) By submitting a Proposal, each proposer agrees to waive any claim it has, or may have, against the School District and the Architects retained by the School District, and

their respective employees, arising out of, or in connection with, the administration, evaluation, or recommendation of any Proposal; waiver of any requirements under the Proposal Documents; or the Contract Documents; acceptance or rejection of any Proposals; and award of the Contract.

(4) The School District reserves the right (a) to terminate the Proposal process at any time; (b) to reject any or all Proposals; and (c) to waive formalities and minor irregularities in the Proposals received.

(5) The School District reserves the right to conduct a pre-award survey of any firm under consideration to confirm any of the information furnished by the firm or to require other evidence of managerial, financial, technical and other capabilities, the positive establishment of which is determined by the School District to be necessary for the successful performance of the contract.

(6) The proposing firm's signature on the Proposal is the proposing firm's guarantee that the content of the Proposal has been arrived at without collusion with other eligible prospering firm or firms and without effort to preclude the School District from obtaining the lowest competitive price.

N. Other information, which may include the following:

(1) A description of the general scope of services to be provided by the Construction Manager.

(2) Project financing phase informational services, if any;

(3) Pre-construction phase services including consultation of design, materials and systems, long lead items, contractor availability and recruitment, preliminary project schedule and preliminary cost estimation, and review of construction documents and conduct value engineering assessments with respect to constructability, material and construction techniques and building systems, sequencing of construction, separation or combining of bid packages.

(4) Cost estimation and preliminary guaranteed maximum price submittals to the School District;

(5) Construction administration and supervision services including identification and preparation of bid packages, recruitment and prequalification of prospective proposers for such bid packages, conduct of bid process for each bid package, review of and recommendations to the School District with regard to Proposals submitted, and administration of construction contracts, day-to-day supervision of the work with a qualified site superintendent and project manager;

(6) Preparation and submittal of Guaranteed Maximum Price (GMP) for the project(s).

6. ***Procedures and Standards to be Used to Pre-qualify Construction Manager Candidates:*** The procedures and standards to be used to pre-qualify Construction Managers will be to evaluate prospective Construction Managers based upon the information submitted to the School District

in response to the Request for Proposals, and an evaluation of such information by the selection committee based upon the criteria for evaluation of Proposals and the relative weight to be given each criterion.

7. ***Procedures for Preparing and Submitting Proposals:*** Proposals submitted by interested construction management firms must include all of the elements required by the Request for Proposals. Proposals shall be required to be submitted in the form and method specified in the Request for Proposals, as determined by the School District. All Proposals must be submitted on or before the time and date and at the location specified in the Request for Proposals. All submitted Proposals become the property of the School District. Proposals must also contain the following certification or substantially similar language:

The proposer provides written assurances, affirms and agrees that (a) the proposer is an equal opportunity employer, (b) the proposer actively recruits a well-qualified and diverse group of employees and subcontractors, including women and minorities, and (c) if selected, the proposer will actively continue and implement this policy throughout any awarded public work. The proposers shall not discriminate against any employee or applicant for employment or subcontractor by reason of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2910 and 13-2911:*** The School District shall evaluate and rank each Proposal on the basis of best meeting the criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee pursuant to Neb. Rev. Stat. Section 13-2911 and this section.

A. **Referral to Selection Committee:** In evaluating Proposals in accordance with Neb. Rev. Stat. Section 13-2910, the School District shall refer the Proposals for recommendation to a selection committee.

B. **Make-up of Selection Committee:** The selection committee shall be a group of at least five (5) persons designated by the School District. Members of the selection committee shall include at least one (1) person from each of the following groups:

- (1) A member or members of the Board of Education;
- (2) A member or members of School District administration and/or staff;
- (3) A representative of the School District's architect or engineer;
- (4) A person having special expertise relevant to selection of a Construction Manager under the Act; and
- (5) A resident of the School District other than an individual included in subdivisions (1) through (4) of this subsection.

C. **Members No Pecuniary Interest:** A member of the selection committee designated under subdivision (4) or (5) of this subsection shall not be employed by or have a financial or other

interest in a Construction Manager who has a Proposal being evaluated and shall not be employed by the School District.

D. Evaluation Criterion: The selection committee and the School District shall evaluate Proposals taking into consideration the criteria enumerated in subdivisions (1) through (8) of this subsection, with the maximum percentage of total points for evaluation which may be assigned to each criterion set forth following the criterion. The following criteria shall be evaluated, when applicable:

No.	Evaluation Criteria	Maximum Percent Value
1	The financial resources of the Construction Manager to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Construction Manager to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Construction Manager.	Thirty percent (30%) of total points
4	The quality of performance on previous projects.	Thirty percent (30%) of total points
5	The ability of the Construction Manager to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Construction Manager with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Construction Manager to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Construction Manager’s proposed efforts schedule for the Project.	Twenty percent (20%) of total points
	TOTAL (No more than 100%).	100%

E. Determination of Evaluation Criteria Percentage Values: The Board of Education, in the resolution adopted to select the Construction Manager under the Act as the method and process of construction delivery of the specific project, shall identify and describe the exact percentage of total points for each of the evaluation criteria described above, ensuring that the total percentage does not exceed 100%.

F. Examination of Proposals: Following the opening of the Proposals, the selection committee will examine the Proposals and supporting documentation submitted by all candidates. The evaluation of the Construction Manager for the Project shall be based upon a careful and objective consideration of the Proposals and the ability of each firm submitting a Proposal to

perform the services described in the Request for Proposals and the requirements of any federal, state, local laws and regulations and School District policies and regulations that are applicable to the Project.

G. Interviews of Candidates: To further assist the selection committee in evaluating each Proposal to determine which candidate best meets the criteria in the Request for Proposals, the selection committee and the Board of Education may, at either's election, determine to interview such candidate(s).

H. Recommendation of Selection Committee to Board of Education: After examining and evaluating all Proposals and interviewing selected candidate(s), if elected, the selection committee shall rank each Proposal on the basis of best meeting the Proposal evaluation criteria. The selection committee shall make a formal, written recommendation to the Board of Education based on the highest ranking Proposal. The selection committee shall provide to the Board of Education the full rankings.

I. Records of Selection Committee: The selection committee shall keep and maintain permanent records of the selection committee proceedings including, but not limited to, records of the minutes of meetings, and documentation received or disclosed in open session of the meetings. The selection committee shall appoint a board member or district employee to keep the minutes of the selection committee meetings. The minutes of each meeting shall include as a minimum the following items: a record of the date, time, place, members present, action taken and the vote of each member. The records of the selection committee shall be placed on public file with the central administration office. The records of the selection committee in evaluating Proposals and making recommendations shall be considered public records for purposes of section 84-712.01.

J. Board of Education Action. After receiving the formal recommendation of the selection committee, the Board of Education shall examine the Proposals and supporting documentation submitted by all proposing Construction Manager candidates. Each Proposal will be evaluated and ranked by the Board of Education on the basis of best meeting the evaluation criteria in the Request for Proposals and taking into consideration the recommendation of the selection committee.

K. Rejection of Proposals: The School District shall have the right to reject any and all Proposals. The School District may subsequently solicit new Proposals using the same or different project performance criteria.

9. ***Procedures for Construction Manager at Risk Contract Negotiations:***

A. Negotiations with Highest Ranked Construction Manager: The School District shall attempt to negotiate a Construction Management at Risk Contract with the highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. The negotiations shall include a final determination of the manner by which the Construction Manager selects a subcontractor.

B. Negotiations with Second Highest Ranked Construction Manager: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the highest ranked Construction Manager, the School District may terminate negotiations with that

Construction Manager. The School District may then undertake negotiations with the second highest ranked Construction Manager and may enter into a Construction Management at Risk Contract after negotiations. If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with the second highest ranked Construction Manager, the School District may undertake negotiations with the third highest ranked Construction Manager, if any, and may enter into a Construction Management at Risk Contract after negotiations.

C. Requirement of Execution of Written Contract: No contractual rights shall be created between the Construction Manager and the School District until a written contract has been negotiated, agreed upon, approved by the Board of Education of the School District, and executed by all parties thereto.

D. Filing of Construction Manager at Risk Contract: The School District shall file a copy of all Construction Management at Risk Contract documents with the State Department of Education within thirty (30) days after their full execution. Within thirty (30) days after completion of the project, the Construction Manager shall file a copy of all contract modifications and change orders with the department.

E. Unsuccessful Negotiations with Construction Manager Candidates: If the School District is unable to negotiate a satisfactory Construction Manager at Risk Contract with any of the ranked Construction Managers, the School District may either revise the Request for Proposals and solicit new Proposals or cancel the Request for Proposals process.

F. Modification of Construction Manager at Risk Contract: A Construction Management at Risk Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Construction Manager to make changes in the project without invalidating the contract. Later refinements shall not exceed the scope of the project statement contained in the Request for Proposals.

**10. *Procedures for Filing and Acting on Formal Protests Relating to the Solicitation or Execution of the Construction Manager at Risk Contract:***

A. Protest Relation to Solicitation:

(1) A Construction Manager candidate seeking to protest the policies adopted by the Board of Education pursuant to the Act and the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Proposals, or any pre-Proposal process or procedures, must file such protest within fourteen (14) calendar days from the date of the publication of the notice of the Request for Proposals.

(2) A Construction Manager candidate seeking to protest the Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Proposal opening.

(3) A Construction Manager candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Construction Manager candidates must file such protest within seven (7) calendar days from the date the selection

committee makes its recommendation to the Board of Education or the Board of Education's acceptance of the recommendation of the selection committee.

B. Negotiation or Execution of Construction Manager Contract: A Construction Manager candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Construction Management at Risk Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Construction Management at Risk Contract.

C. Form and Filing of Protests: All protests under this subparagraph shall be filed with the Office of the Superintendent of Schools during normal business hours. Such protest must be in writing and received at or before the close of business on the last day provided for the receipt of such Proposals. For purposes of this paragraph the term "received" shall mean the actual in hand receipt of all protests and attendant documents. Facsimile transmittals, e-mail or other electronic or telephonic transmittals shall not be accepted and receipt of protest documents, or change in protest documents, in such manner will not be accepted. Protests shall be public records, and shall not be considered proprietary and confidential.

D. Action on Protests: The Board of Education shall take action on any protest filed pursuant to subparagraph A and B above within forty-five (45) days of receipt of such protest, and shall provide the decision of the Board of Education in writing to the protesting party.

Legal Reference: Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. 13-2901, et. seq.; 81-1701 et seq.; and 84-712

Date of Adoption: [Insert Date]

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

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

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

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

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

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

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment.

a. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional or educational

environment.

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

Sexual harassment may exist when:

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

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

## 2. **Procedures:**

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within ten calendar days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Minden Public Schools.
- c. If a satisfactory arrangement cannot be obtained through the Superintendent, the complaint may be processed to the Board of Education.

- d. The person to whom the complaint is made is to thoroughly investigate the complaint and work with the person filing the complaint to seek an appropriate resolution so the discrimination or harassment can be remedied and put to an end.
- e. Complaints of discrimination or harassment will be treated with the utmost confidence, consistent with resolution of the problem.
- f. Based on the results of the investigation, appropriate corrective action, up to and including discharge of offending employees, etc., may be taken.
- g. Under no circumstances will a supervisor or a teacher or the Board threaten or retaliate against a person for alleging discrimination or harassment.

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

Americans with Disabilities Act (ADA), 42 U.S.C. Sec. 12101 et seq.  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
Pregnancy Discrimination Act, 42 U.S.C. Sec. 2000e(k)  
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. Sec. 4301 et seq.  
Neb. Rev. Stat. Sec. 79-2,115, et seq

Date of Adoption: [Insert Date]

## Business Operations

### Records Management and Disposition

1. General Standard. Records should generally be organized, managed, retained and disposed of in accordance with law and the Secretary of State's schedules for retention and disposition of public records.
2. Records Officer. The Superintendent is hereby designated as the records officer of the school district for purposes of this policy. Any questions about the type or category of a record or the required retention period for it should be addressed to the records officer.
3. Electronic Messages. Electronic messages are communications using an electronic system for the conduct of school district business internally, between other state and local government agencies, and with parents, students, patrons and others in the outside world. These messages may be in the form of e-mail, electronic document exchange (electronic fax), and electronic data interchange (EDI). In this policy, the terms electronic messages and e-mail are used, depending on the context, to mean the same thing. The school district's electronic system in which records are collected, organized, and categorized to facilitate preservation, retrieval, use, and disposition is as follows:
  - a. End-User Management. End-user means anyone who creates or receives electronic messages on the school district's electronic system. Electronic messages are to be managed at the end-user's desktop rather than from a central point. Each end-user is responsible for organizing, managing and disposing of records that are part of his or her desktop computer.
  - b. Categories for Retention. Electronic messages fall within three categories: (1) transitory messages; (2) records with a less than permanent retention period; and (3) records with a permanent retention period. End-users are to organize, store, retain and dispose of electronic messages according to these three categories. This means determining which electronic messages require long-term retention, determining who is responsible for making this decision, and establishing storage and disposition requirements for electronic messages.
    - i. *Transitory messages*. Transitory messages include copies posted to several persons and casual and routine communications similar to telephone conversations. For example, as determined on an individual case-by-case basis by the end-user, transitory messages include certain embryonic materials, notes or drafts; unwanted and unneeded "junk" mail; "personal" mail for employees not related to school business; unsolicited sectarian, religious, partisan, political or commercial messages, or political advertising or advertisements promoting particular personal or religious beliefs, a specific ballot question, or controversial topics or positions. There is no retention requirement for transitory messages. Employees sending or

receiving such communications may delete them immediately without obtaining approval.

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

for personal financial gain or for the purpose of campaigning for or against the nomination or election of a candidate or the qualification, passage, or defeat of a ballot question. Electronic messaging is not permitted to be used for purposes of assisting a non-profit organization except when and to the extent such use serves a school purpose or facilitates school district business.

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

#### 4. Electronic Records

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

#### 5. Litigation Holds

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

As soon as the District is made aware of pending or threatened litigation, a litigation hold directive will be issued by the records officer or designee. The directive will be given to all persons suspected of having records that may pertain to the litigation issue.

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

Employees who receive notice of a litigation hold are to preserve all records that pertain to the litigation issue. This includes preserving electronic messages that would otherwise be deleted by

the computer system; such messages are to be converted by the recipients of the litigation hold to hard copy (printed) or electronic format which can be retrieved and interpreted (downloaded) for the duration of the litigation hold.

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

#### 6. Settlement Agreements

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

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

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

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

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

Date of Adoption:     [Insert Date]

Personnel - All Employees

Equal Opportunity Employment

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

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

Date of Adoption: [Insert Date]

**Complaint Form  
Discrimination, Harassment or Retaliation**

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

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

The applicable coordinator may be contacted if you have questions about filling out this complaint form:  
Students: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org)  
Employees and Others: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org)

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

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

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

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

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

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

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

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

Personnel - Certificated EmployeesStandards of Ethical and Professional Performance – Certificated Staff

Both the State of Nebraska and the Board of Education recognize that teaching and its related services, including administrative and supervisory services, are a profession with all of the rights, responsibilities, and privileges accorded other recognized professions. The Board recognizes and endorses the Standards of Ethical and Professional Performance as established by the Nebraska Department of Education and expects all certificated employees to abide by these standards.

Certificated Personnel-Professional Performance and Code of Ethics

It is the expectation of this District that all certificated staff shall comply with the ethics standards set forth by the Nebraska Department of Education, as such standards may be modified from time to time. The ethics standards which certificated staff shall follow shall include the standards set forth in this policy. References to “educator” shall include all certificated employees of the District.

**Preamble**

The educator shall believe in the worth and dignity of human beings. Recognizing the supreme importance of the pursuit of truth, the devotion to excellence and the nurture of democratic citizenship, the educator shall regard as essential to these goals the protection of the freedom to learn and to teach and the guarantee of equal educational opportunity for all. The educator shall accept the responsibility to practice the profession to these ethical standards.

The educator shall recognize the magnitude of the responsibility he or she has accepted in choosing a career in education, and engages, individually and collectively with other educators, to judge his or her colleagues, and to be judged by them, in accordance with the provisions of this code of ethics.

The standards listed in this section are held to be generally accepted minimal standards for all educators with respect to ethical and professional conduct.

**Principle I - Commitment as a Professional Educator:**

Fundamental to the pursuit of high educational standards is the maintenance of a profession possessed of individuals with high skills, intellect, integrity, wisdom, and compassion. The educator shall exhibit good moral character, maintain high standards of performance and promote equality of opportunity.

In fulfillment of the educator's contractual and professional responsibilities, the educator:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, colleagues, parents, school patrons, or school board members.

2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, colleagues, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the educator is responsible.
5. Shall not exploit professional relationships with students, colleagues, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not sexually harass students, parents or school patrons, employees, or board members.
7. Shall not have had revoked for cause in Nebraska or another state a teaching certificate, administrative certificate, or any certificate enabling a person to engage in any of the activities for which an educator's certificate is issued in Nebraska.
8. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of professional duties.
9. Shall report to the Superintendent any known violation of these standards.
10. Shall seek no reprisal against any individual who has reported a violation of these standards.

**Principle II - Commitment to the Student:**

Mindful that a profession exists for the purpose of serving the best interests of the client, the educator shall practice the profession with genuine interest, concern, and consideration for the student. The educator shall work to stimulate the spirit of inquiry, the acquisition of knowledge and understanding, and the thoughtful formulation of worthy goals.

In fulfillment of the obligation to the student, the educator:

1. Shall permit the student to pursue reasonable independent scholastic effort, and shall permit the student access to varying points of view.
2. Shall not deliberately suppress or distort subject matter for which the educator is responsible.
3. Shall make reasonable effort to protect the student from conditions which interfere with the learning process or are harmful to health or safety.
4. Shall conduct professional educational activities in accordance with sound educational practices that are in the best interest of the student.

5. Shall keep in confidence personally identifiable information that has been obtained in the course of professional service, unless disclosure serves professional purposes, or is required by law.
6. Shall not tutor for remuneration students assigned to his or her classes unless approved by the Board of Education.
7. Shall not discipline students using corporal punishment.
8. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.

**Principle III - Commitment to the Public:**

The magnitude of the responsibility inherent in the education process requires dedication to the principles of our democratic heritage. The educator bears particular responsibility for instilling an understanding of the confidence in the rule of law, respect for individual freedom, and a responsibility to promote respect by the public for the integrity of the profession.

**In fulfillment of the obligation to the public, the educator:**

1. Shall not misrepresent an institution with which the educator is affiliated, and shall take added precautions to distinguish between the educator's personal and institutional views.
2. Shall not use institutional privileges for private gain or to promote political candidates, political issues, or partisan political activities.
3. Shall neither offer nor accept gifts or favors that will impair professional judgment.
4. Shall support the principle of due process and protect the political, citizenship, and natural rights of all individuals.
5. Shall not commit any act of moral turpitude, nor commit any felony under the laws of the United States or any state or territory.
6. Shall, with reasonable diligence, attend to the duties of his or her professional position.

**Principle IV - Commitment to the Profession:**

In belief that the quality of the services to the education profession directly influences the nation and its citizens, the educator shall exert every effort to raise professional standards, to improve service, to promote a climate in which the exercise of professional judgment is encouraged, and to achieve conditions which attract persons worthy of the trust to careers in education. The educator shall believe that sound professional relationships with colleagues are built upon personal integrity, dignity, and mutual respect.

**In fulfillment of the obligation to the profession, the educator:**

1. Shall provide upon the request of an aggrieved party, a written statement of specific reasons for recommendations that lead to the denial of increments, significant changes in employment, or termination of employment.
2. Shall not misrepresent his or her professional qualifications, nor those of colleagues.
3. Shall practice the profession only with proper certification, and shall actively oppose the practice of the profession by persons known to be unqualified.

**Principle V - Commitment to Professional Employment Practices:**

The educator shall regard the employment agreement as a pledge to be executed both in spirit and in fact. The educator shall believe that sound personnel relationships with governing boards are built upon personal integrity, dignity, and mutual respect.

**In fulfillment of the obligation to professional employment practices, the educator:**

1. Shall apply for, accept, offer, or assign a position or responsibility on the basis of professional preparation and legal qualifications.
2. Shall not knowingly withhold information regarding a position from an applicant or employer, or misrepresent an assignment or conditions of employment.
3. Shall give prompt notice to the employer of any change in availability of service.
4. Shall conduct professional business through designated procedures, when available, that have been approved by the Board of Education.
5. Shall not assign to unqualified personnel tasks for which an educator is responsible.
6. Shall permit no commercial or personal exploitation of his or her professional position.
7. Shall use time on duty and leave time for the purpose for which intended.

Legal Reference: Neb. Rev. Stat. Sections 79-859, 79-866; 92 NAC 27 (NDE Rule 27)

Date of Adoption: [Insert Date]

PersonnelStandards of Performance for Non-Certified Employees

In fulfillment of the employee's minimum responsibilities, the employee:

1. Shall not interfere with the exercise of political and citizenship rights and responsibilities of students, other employees, parents, school patrons, or school board members.
2. Shall not discriminate on the basis of sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.
3. Shall not use coercive means, or promise or provide special treatment to students, other employees, school patrons, or school board members in order to influence professional decisions.
4. Shall not make any fraudulent statement or fail to disclose a material fact for which the employee is responsible.
5. Shall not exploit relationships with students, other employees, parents, school patrons, or school board members for personal gain or private advantage.
6. Shall not harass in any manner students, parents or school patrons, employees, or board members.
7. Shall not engage in conduct involving dishonesty, fraud, deceit, or misrepresentation in the performance of duties.
8. Shall keep in confidence personally identifiable student or employee information that has been obtained in the course of service to the district, unless disclosure serves professional purposes or is required by law.
9. Shall not discipline students using corporal punishment.
10. Shall not engage in physical or sexual abuse of students, including engaging in inappropriate sexual behaviors with students.
11. Shall not misrepresent the school district, and shall take added precautions to distinguish between the employee's personal and institutional views.
12. Shall abide by policies and regulations of the Board of Education and the rules and standards established by the administration and the employee's supervisor.
13. Shall seek no reprisal against any individual who has reported a violation of these standards.

Date of Adoption: [Insert Date]

StudentsStudent Discipline

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

The following process will apply to short-term suspensions:

- a. The Principal or the Principal's designee will make a reasonable investigation of the facts and circumstances. A short-term suspension will be made upon a determination that the suspension is necessary to help any student, to further school purposes, or to prevent an interference with school purposes.
- b. Prior to commencement of the short-term suspension, the student will be given oral or written notice of the charges against the student. The student will be advised of what the student is accused of having done, an explanation of the evidence the authorities have, and be afforded an opportunity to explain the student's version of the facts.
- c. Within 24 hours or such additional time as is reasonably necessary following the suspension, the Principal or administrator will send a written statement to the student and the student's parent or guardian describing the student's conduct, misconduct or violation of the rule or standard and the reasons for the action taken.
- d. An opportunity will be given to the student, and the student's parent or guardian, to have a conference with the Principal or administrator ordering the short-term suspension before or at the time the student returns to school. The Principal or administrator shall determine who in addition to the parent or guardian is to attend the conference.

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

- d. Alternative Education: Students who are expelled may be provided an alternative education program that will enable the student to continue academic work for credit toward graduation. In the event an alternative education program is not provided, a conference will be held with the parent, student, the Principal or another school representative assigned by the Principal, and a representative of a community organization that assists young people or that is involved with juvenile justice to develop a plan for the student in accordance with law.
  - e. Suspension of Enforcement of an Expulsion: Enforcement of an expulsion action may be suspended (i.e., “stayed”) for a period of not more than one full semester in addition to the balance of the semester in which the expulsion takes effect. As a condition of such suspended action, the student and parents will be required to sign a discipline agreement.
  - f. Students Subject to Juvenile or Court Probation. Prior to the readmission to school of any student who is less than nineteen years of age and who is subject to the supervision of a juvenile probation officer or an adult probation officer pursuant to the order of the District Court, County Court, or Juvenile Court, who chooses to meet conditions of probation by attending school, and who has previously been expelled from school, the Principal or the Principal’s designee shall meet with the student’s probation officer and assist in developing conditions of probation that will provide specific guidelines for behavior and consequences for misbehavior at school (including conduct on school grounds and conduct during an educational function or event off school grounds) as well as educational objectives that must be achieved. If the guidelines, consequences, and objectives provided by the Principal or the Principal’s designee are agreed to by the probation officer and the student, and the court permits the student to return to school under the agreed to conditions, the student may be permitted to return to school. The student may with proper consent, upon such return, be evaluated by the school for possible disabilities and may be referred for evaluation for possible placement in a special education program. The student may be expelled or otherwise disciplined for subsequent conduct as provided in Board policy and state statute.
4. Emergency Exclusion: A student may be excluded from school in the following circumstances:
    - a. If the student has a dangerous communicable disease transmissible through normal school contacts and poses an imminent threat to the health or safety of the school community; or
    - b. If the student’s conduct presents a clear threat to the physical safety of himself, herself, or others, or is so extremely disruptive as to make temporary removal necessary to preserve the rights of other students to pursue an education.

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

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

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

- purposes or making any communication that a reasonable recipient would interpret as a serious expression of an intent to harm or cause injury to another.
3. Willfully causing or attempting to cause substantial damage to property, stealing or attempting to steal property of substantial value, repeated damage or theft involving property, or setting or attempting to set a fire of any magnitude.
  4. Causing or attempting to cause personal injury to any person, including any school employee, school volunteer, or student. Personal injury caused by accident, self-defense, or other action undertaken on the reasonable belief that it was necessary to protect some other person shall not constitute a violation of this subdivision.
  5. Threatening or intimidating any student for the purpose of or with the intent of obtaining money or anything of value from such student or making a threat which causes or may be expected to cause a disruption to school operations.
  6. Knowingly possessing, handling, or transmitting any object or material that is ordinarily or generally considered a weapon or that has the appearance of a weapon or bringing or possessing any explosive device, including fireworks.
  7. Engaging in selling, using, possessing or dispensing of alcohol, tobacco, narcotics, drugs, controlled substance, or an inhalant; being under the influence of any of the above; possession of drug paraphernalia, or the selling, using, possessing, or dispensing of an imitation controlled substance as defined in section 28-401 of the Nebraska statutes, or material represented to be alcohol, narcotics, drugs, a controlled substance or inhalant. Tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. Use of a controlled substance in the manner prescribed for the student by the student's physician is not a violation. The term "under the influence" has a less strict meaning than it does under criminal law; for school purposes, the term means any level of impairment and includes even the odor of alcohol or illegal substances on the breath or person of a student; also, it includes being impaired by reason of the abuse of any material used as a stimulant.
  8. Public indecency or sexual conduct.
  9. Engaging in bullying, which includes any ongoing pattern of physical, verbal, or electronic abuse on school grounds, in a vehicle owned, leased, or contracted by a school being used for a school purpose by a school employee or a school employee's designee, or at school-sponsored activities or school-sponsored athletic events.
  10. Sexually assaulting or attempting to sexually assault any person. This conduct may result in an expulsion regardless of the time or location of the offense if a complaint alleging such conduct is filed in a court of competent jurisdiction.
  11. Engaging in any activity forbidden by law which constitutes a danger to other students or interferes with school purposes. This conduct may result in an expulsion regardless of the time or location of the offense if the conduct creates or had the potential to create a substantial interference with school purposes, such as the use of the telephone or internet off-school grounds to threaten.

12. A repeated violation of any rules established by the school district or school officials if such violations constitute a substantial interference with school purposes.
13. Truancy or failure to attend assigned classes or assigned activities; or tardiness to school, assigned classes or assigned activities.
14. The use of language, written or oral, or conduct, including gestures, which is profane or abusive to students or staff members. Profane or abusive language or conduct includes, but is not limited to, that which is commonly understood and intended to be derogatory toward a group or individual based upon race, gender, disability, national origin, or religion.
15. Dressing or grooming in a manner which is dangerous to the student's health and safety or a danger to the health and safety of others or repeated violations of the student dress and grooming standards; dressing, grooming, or engaging in speech that is lewd or indecent, vulgar or plainly offensive; dressing, grooming, or engaging in speech that school officials reasonably conclude will materially and substantially disrupt the work and discipline of the school; dressing, grooming, or engaging in speech that a reasonable observer would interpret as advocating illegal drug use.
16. Willfully violating the behavioral expectations for riding school buses or vehicles.
17. A student who engages in the following conduct shall be expelled for the remainder of the school year in which it took effect if the misconduct occurs during the first semester, and if the expulsion for such conduct takes place during the second semester, the expulsion shall remain in effect for the first semester of the following school year, with the condition that such action may be modified or terminated by the school district during the expulsion period on such terms as the administration may establish:
  - a. The knowing and intentional use of force in causing or attempting to cause personal injury to a school employee, school volunteer, or student, except if caused by accident, self-defense, or on the reasonable belief that the force used was necessary to protect some other person and the extent of force used was reasonably believed to be necessary, or
  - b. The knowing and intentional possession, use, or transmission of a dangerous weapon other than a firearm.
18. Knowingly and intentionally possessing, using, or transmitting a firearm on school grounds, in a school-owned or utilized vehicle, or during an educational function or event off school grounds, or at a school-sponsored activity or athletic event. This conduct shall result in an expulsion for one calendar year. "Firearm" means a firearm as defined in 18 U.S.C. 921, as that statute existed on January 1, 1995. That statute includes the following statement: "The term 'firearm' means (a) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; (b) the frame or receiver of any such weapon; (c) any firearm muffler or firearm silencer; or (d) any destructive device." The Superintendent may modify such one year expulsion requirement on a case-by-case basis, provided that such modification is in writing.

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

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

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]

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

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

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

Students: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org).

Employees and Others: James Widdifield, Superintendent, 543 West 5<sup>th</sup> Street, Minden, NE 68959 (308) 832-2440 (james.widdifield@mindenwhippets.org).

Complaints or concerns involving discrimination or needs for accommodation or access should be addressed to the appropriate Coordinator. For further information about anti-discrimination laws and regulations, or to file a complaint of discrimination with the Office for Civil Rights in the U.S. Department of Education (OCR), please contact OCR at One Petticoat Lane, 1010 Walnut Street, 3rd Floor, Suite 320, Kansas City, Missouri 64106, (816) 268-0550 (voice), Fax (816) 268-0599, (800) 877-8339 (telecommunications device for the deaf), or ocr.kansascity@ed.gov.

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

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

Harassment is a form of discrimination and includes verbal, non-verbal, written, graphic, or physical conduct relating to a person's sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, that is sufficiently serious to deny, interfere with, or limit a person's ability to participate in or benefit from an educational or work program or activity, including, but not limited to:

- a. Conduct that is sufficiently severe or pervasive to create an intimidating, hostile, or abusive educational or work environment, or

- b. Requiring an individual to endure the offensive conduct as a condition of continued employment or educational programs or activities, including the receipt of aids, benefits, and services.

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

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

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

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

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

If the District knows or reasonably should know about possible harassment, including violence, the District will conduct a prompt, adequate, reliable, thorough, and impartial investigation to determine whether unlawful harassment occurred (see section entitled "Grievance Procedures," below), and take appropriate interim measures, if necessary. If

the District determines that unlawful harassment occurred, the District will take prompt and effective action to eliminate the harassment, prevent its recurrence, and remedy its effects, if appropriate. If harassment or violence that occurs off school property creates a hostile environment at school, the District will follow this policy and grievance procedure, within the scope of its authority.

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

**2. Anti-retaliation:**

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

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

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

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

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

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

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

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

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

The District will aim to complete its investigation within **ten (10) working days** after receiving a complaint or report, unless extenuating circumstances exist. Extenuating circumstances may include the unavailability of witnesses due to illness or incapacitation, or additional time needed because of the complexity of the investigation, the need for outside experts to evaluate the evidence (such as forensic evidence), or multiple complainants or victims. If extenuating circumstances exist, the extended timeframe to complete the investigation will **not exceed ten (10) additional working days without the consent of the complainant, unless the alleged victim agrees to a longer timeline.** Periodic status updates will be given to the parties, when appropriate.

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.
- b. An evaluation of all relevant information and documentation relating to the alleged discriminatory conduct.
- c. For allegations involving harassment, some of the factors the District will consider include: 1) the nature of the conduct and whether the conduct was unwelcome, 2) the surrounding circumstances, expectations, and relationships, 3) the degree to which the conduct affected one or more students' education, 4) the type, frequency, and duration of the conduct, 5) the identity of and relationship between the alleged harasser and the suspect or suspects of the harassment, 6) the number of individuals involved, 7) the age (and sex, if applicable) of the alleged harasser and the alleged victim(s) of the harassment, 8) the location of the incidents and the context in which they occurred, 9) the totality of the circumstances, and 10) other relevant evidence.

- d. A review of the evidence using a “preponderance of the evidence” standard (based on the evidence, is it more likely than not that discrimination, harassment, or retaliation occurred?)

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

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

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

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

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

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

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

If the party is not satisfied with the Superintendent’s determination, he or she may file an appeal in writing with the Board of Education **within five (5) working days** after receiving the Superintendent’s determination. The Board of Education will review the appeal, the Superintendent’s determination, the investigative documentation and decision, and allow the party to address the Board at a Board meeting to present his or her appeal. The party will be allowed to address the Board at the Board’s next regularly scheduled Board meeting (unless the Board receives the appeal within one week of the next regularly scheduled Board meeting) or at a time and date agreed to by the Board, designated compliance officer

and the party. The Board will issue a written determination about the appeal **within thirty (30) days** after the party addresses the Board. The party who filed the appeal will be sent the Board's determination at the time it is issued, and a copy will be sent to the designated compliance coordinator. The Board's determination, and any actions taken, will be final on behalf of the District.

**4. Confidentiality:**

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

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

**5. Training:**

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

**6. Designated Compliance Coordinators:**

Designated compliance coordinators will be responsible for:

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

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

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

**7. Preventive Measures:**

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

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

Date of Adoption: [Insert Date]

**Instruction****Equal Opportunity: Instruction Program**

The school district pledges itself to avoid discriminatory actions, and seeks to foster good human and educational relations which help to attain:

1. Equal rights and opportunities for students and employees in the school community.
2. Equal opportunity for all students to participate in the instructional program of the schools.
3. Continual study and development of curricula toward improving human relations and understanding and appreciating cultural differences.
4. Frequent training opportunities for improving staff responsiveness to educational and social needs.
5. Opportunities in educational programs which are broadly available to pupils which are not solely based upon sex, disability, race, color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status.

Date of Adoption: [Insert Date]

## Instruction

### Classroom Environment

At all times, teachers are expected to organize, maintain and ensure that their classroom is in a safe, orderly and clean condition for student learning. Classrooms should be free from distractions (such as inappropriate or unprofessional posters or other displays) and other apparatus that may cause student health problems (such as essential oils and/or essential oil diffusers). Teachers who are uncertain as to whether their classroom meets this requirement are encouraged to consult with their building principal in a proactive manner.

Date of Adoption: July 13, 2020

Community RelationsAnnual Report and School Improvement

The Superintendent shall prepare and distribute each year an Annual Report in accordance with Rule 10, Regulations and Procedures for the Legal Operation of Schools. The Annual Report shall be distributed to residents of the School District by the Superintendent distributing it to the members of the Board of Education and to the parents of students enrolled in the School District each school year and making it available to other residents. The report shall include information required by Rule 10. The results of the annual report shall be used to plan and make needed changes to improve instruction for all students. The report is to include:

- A. Student academic performance. The report shall include results of student success in achieving the state standards set forth in Appendices A through D of Rule 10 or local content standards approved by the Department, on a building basis. Individual test scores shall be kept confidential. If the school has fewer than ten students in the grades being reported, or if reporting would allow for the identification of students because they all had comparable scores, no public reports of student performance shall be provided for those grades.
- B. School system demographics.
- C. School improvement goals and progress.
- D. School system financial information.

The Superintendent shall further ensure that the School District implements a systematic on-going process that guides planning, implementation, and evaluation and renewal of school improvement activities to meet local and statewide goals and priorities. The school improvement process shall focus on improving student learning and include a periodic review by visiting educators who provide consultation to the local school/community in continued accomplishment of plans and goals. The school improvement process shall further include the following activities at least once within each five years:

- A. Review and update of the mission and vision statements.
- B. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
- C. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
- D. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
- E. Evaluation of progress toward improvement goals.

The school improvement process shall further include a visitation by a team of external representatives to review progress and provide written recommendations. A copy of the school system's improvement plan and the written recommendations shall be provided to the Department. The external team visits shall be conducted at least once each five years.

Legal Reference: NDE Rule 10.01, 10.5.02, 10.9 and 10.10

Date of Adoption: July 13, 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 an 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 two 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 one of the two failing classes.
3. Academic requirements do not apply to:
  - (A) Instructional field trips which are a part of the scheduled course learning experience; or
  - (B) Activities or events which are a part of the student's grade requirements.

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

Date of Adoption: July 13, 2020

StudentsSafe Pupil Transportation Plan**Minden Public Schools Safe Pupil Transportation Plan**

This Safe Pupil Transportation Plan sets forth the District's plan for providing safe transportation to students being transported in vehicles on regular routes assigned through the district transportation plan.

1. **Weapons.** Vehicles shall not transport any items, animals, materials, weapons or look-a-like weapons, explosive devices or bomb-related materials or equipment which could endanger the lives, health, or safety of the children, other passengers, and the driver. Look-a-like weapons associated with a school-sponsored or approved activity may be transported with written permission of an administrator of the District. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. If possible, these items should be secured and not visible or accessible to students while in the vehicle.

Upon becoming aware of a weapon aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of the situation *if possible*. If not possible, the driver will make every attempt to contact from a cell phone (after parking on a shoulder or otherwise not moving) or from the nearest safe haven location. Examples of a safe haven include, but are not limited to, any school building site, emergency service station (law enforcement or fire department), community service agency, etc.
  - B. Pull vehicle over to safe and secure area.
  - C. Confiscate weapon (if doing so does not jeopardize student or driver safety).
  - D. Give description of weapon and participating parties to dispatch.
  - E. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
2. **Pupil behavior.** Students are expected to follow student conduct rules while in a vehicle. The pupil transportation driver is responsible for controlling behavior which affects safety and for reporting rule violations to school administration. In the event a student violates Board policy regarding student conduct standards or otherwise engages in behavior that jeopardizes safety, the driver will make every attempt to:
    - A. First seek to resolve incident through discussion with the student(s) involved.
    - B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
    - C. Activate emergency flashers.

- D. Bring vehicle to a safe stop. Seek to resolve the incident, using physical force only as necessary to protect students or yourself.
  - E. Report and document discipline problems to the school administrator. Use a Bus Conduct Report/Incident Form, if available.
- 3. Terrorist threats.** A person commits a terroristic threat if the person threatens to commit a crime of violence with the intent to terrorize another or with the intent of causing evacuation of a building, place of assembly or the vehicle or in reckless disregard of the risk of causing such terror or evacuation. Upon becoming aware of a terroristic threat relating to a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
  - B. Make every attempt to keep passengers calm (this may mean complying with the terrorist).
  - C. Dispatch will immediately notify appropriate law enforcement agencies and school administration.
  - D. Driver should wait for instructions from dispatch *if possible*.
- 4. Severe weather.** Upon becoming aware of severe weather while aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Return to the school if less than five minutes away and follow the directions of the school administrator.
  - C. If more than five minutes away from school, go to the nearest school and follow the directions of the school administrator.
  - D. If more than five minutes away from the nearest school or there is immediate danger, get to the nearest basement or underground shelter with all students.
  - E. If there is no shelter and there is immediate danger the driver and passengers are to follow evacuation procedures and get everyone off the vehicle into the nearest ditch or culvert at least 100 feet away from the vehicle.
- 5. Hazardous materials and Unattended Items.** Upon becoming aware of a hazardous material aboard a pupil transportation vehicle, the driver will make every attempt to:
- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
  - B. Pull vehicle over to safe and secure area.
  - C. Give description of hazardous materials in question to dispatch.
  - D. Dispatch will immediately notify appropriate law enforcement and school administration.

E. Driver should wait for instructions from dispatch *if possible*.

In the event an unattended item is discovered on or near the vehicle, the driver will seek to determine who the item belongs to and whether the item could be hazardous to the safety of those in the vehicle. Any unattended item that would break or could cause injury if tossed about the inside of the vehicle when involved in an accident shall be secured. If it is determined that the item is not hazardous and need not be secured, the driver will not allow the item to distract the driver's attention to the task of operating the vehicle.

**6. Medical emergencies.** Upon becoming aware of a medical emergency aboard a vehicle, the driver will make every attempt to:

- A. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cell phone or from the nearest safe haven location.
- B. Dispatch will immediately notify appropriate medical agencies and school administration.
- C. Driver should follow instructions from dispatch, school officials, and parents when such information can be obtained quickly enough. If not available, follow emergency first aid procedures.
- D. *Only if necessary*, the driver should move passengers only enough to get them out of danger of traffic or fire. If moved, the driver and aide are to keep them where placed until a medical agency arrives, unless a parent has taken charge of their child.
- E. Driver should try to keep student passengers as calm as possible.

**7. Procedures in the event of mechanical breakdowns of the vehicle.** Upon becoming aware of a mechanical breakdown aboard a vehicle, the driver will make every attempt to:

- A. Pull vehicle over to safe and secure area *if possible*.
- B. Contact dispatch and notify them of situation *if possible*. If not possible, the driver will make every attempt to telephone dispatch from a cellular telephone or from the nearest safe haven location.
- C. Activate emergency flashers and place warning flares/reflectors in accordance with safety guidelines, if not in secure area.
- D. Driver should try to keep student passengers as calm as possible.
- E. Dispatch will arrange for assistance and a relief vehicle *if needed*.

**8. Procedures in the event the drop-off location is uncertain or appears unsafe to leave students.** In the event the drop-off location is uncertain or appears unsafe to leave students, the driver will make every attempt to:

- A. Contact or otherwise communicate with dispatch to notify them of the situation *if possible*.

- B. Release children only if an adult responsible for the children is present. If not, keep children who are to be released in the vehicle, continue with route, and return children who were to be released to the school.
  - C. Dispatch will notify appropriate law enforcement agencies and school administration if appropriate given the circumstances.
9. **Documentation under Safe Pupil Transportation Plan.** Each pupil transportation driver is required to complete and submit to the school administration a bus conduct report or incident report involving the pupil transportation vehicle operated by the driver or any pupils transported in it. Documentation is to include the occurrence of any of the following events: weapons, student behavior which affects safety, terroristic threats, severe weather, hazardous materials, or medical emergencies. Documentation of such events shall be completed and submitted as soon as practicable after the incident.
10. **Transportation of Unsafe Items.** Drivers shall not permit pupil transportation vehicles to transport any items, animals, materials, weapons or look-a-like weapons or equipment which in any way would endanger the lives, health or safety of the children or other passengers and the driver. Look-a-like weapons associated with a school sponsored or approved activity may be transported only with written permission of a school administrator. Personal safety or security devices (such as tasers, mace or pepper spray) may only be transported with the prior approval of an administrator of the District. Any items that would break or could produce injury if tossed about inside the pupil transportation vehicle when involved in an accident or sudden stop shall be secured.
11. **Supplemental Information.** A copy of this plan shall be placed in each pupil transportation vehicle, kept at each school building, and made available upon request. Supplemental information with respect to operational and procedural guidelines used to administer this plan can be found in the District's safety and security plan adopted pursuant to 92 NAC10 and in the Nebraska Department of Education Pupil Transportation Guide.
12. **Vehicle drivers of small vehicles on activity trips.** The District will provide drivers of small vehicles with instruction on and guidance for emergency evacuation procedures, first aid, and emergency equipment. Drivers of small vehicles are generally expected to follow this Plan in the event of an emergency evacuation. The District's director of transportation may provide additional guidance for drivers of small vehicles to increase student safety.
13. **Student Instruction.** At least twice during each school year, each pupil who is transported in a school vehicle shall be instructed in safe riding practices and participate in emergency evacuation drills.
14. **Driver Capacity.** To confirm a driver has the ability to conduct daily tasks and emergency evacuations, drivers must: (a) pass a prescribed physical examination administered by a Certified Medical Examiner at least every two years and provide the employer with a copy of the medical certificate; (b) pass a transportation screening every

year; (c) participate in required in-service training which includes emergency evacuation training; and (d) if required, to have a Commercial Driver's License (CDL) to operate the vehicle, participate in the drug and alcohol testing program as required by federal law. Should a driver have a medical concern throughout the year, the Superintendent or Superintendent's designee will work with the driver to confirm a drivers' ability to conduct the daily tasks and emergency evacuations prior to transporting students.

Legal Reference: Neb. Rev. Stat. Sec. 79-318, 79-602, 79-607 and 79-608  
Title 92, Nebraska Administrative Code, Chapters 91 and 92

Date of Adoption: July 13, 2020

**Instruction****Ceremonies, Observances, and the Pledge of Allegiance**

Appropriate patriotic exercises suitable to the occasion shall be held under the direction of the Superintendent on George Washington's birthday, Abraham Lincoln's birthday, Dr. Martin Luther King, Jr.'s birthday, Native American Heritage Day, Constitution Day, Memorial Day, Veterans Day, and Thanksgiving Day, or on the day or week preceding or following such holiday, if the school is in session. In addition, appropriate exercises may be held for Flag Day and State Fire Day.

The flags of the United States of America and the State of Nebraska shall be prominently displayed on the school grounds on each day such school is in session. All flag displays shall be in accordance with the standards prescribed for the display of the flag of the United States of America.

Each of the District's schools shall establish a period of time during the school day, when a majority of the students are scheduled to be present, during which time students will be led in the recitation of the Pledge of Allegiance in the presence of the flag of the United States of America. Student participation in the recitation of the Pledge of Allegiance shall be voluntary. Students not participating in the recitation of the Pledge of Allegiance shall be permitted to silently stand or remain seated but shall be required to respect the rights of those students electing to participate.

Legal Reference: Neb. Rev. Stat. Sections 79-705; 79-707, 79-708, 79-724; and NDE Rule 10  
70 Federal Register 55507 (Constitution Day)

Date of Adoption: July 13, 2020

## **Concussions: Return to Learn Protocol**

Students who sustain a concussion and return to school may need informal or formal accommodations, modifications of curriculum, and monitoring by medical or academic staff until the student is fully recovered.

The school administration of Minden Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” (2nd Edition)<sup>1</sup> and accompanying Appendix,<sup>2</sup> as its return to learn protocol, with the recognition that each student who has sustained a concussion will require an individualized response.

Any student, parent or guardian who suspects that the student sustained a concussion must immediately inform the student’s coach or building administrator. If a student is suspected of having a concussion, the student may not be permitted to participate or practice in any school-sponsored activity.

The District encourages full cooperation and support from both students and parents in each student’s return to learn protocol.

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<sup>1</sup> <https://cdn.education.ne.gov/wp-content/uploads/2019/08/Return-to-Learn-Bridging-the-Gap-7.31.2019.pdf>

<sup>2</sup> <http://www.education.ne.gov/sped/birsst/Concussion%20Appendix%20final%20February%202014.pdf>.

## Students

### Search and Seizures

When it is determined based on searches that a person has violated a Board policy, administrative regulation, building rule, student conduct rule or personnel expectation, or the law, the person shall be subject to appropriate disciplinary action and a report to law enforcement may be made.

Student lockers, desks and other such property are owned by the school. The school exercises exclusive control over school property. Students should not expect privacy regarding items placed in or on school property because school property is subject to search at any time by school officials. Periodic, random searches of student lockers may be conducted in the discretion of the administration.

The following procedures will be used for conducting searches:

1. School officials may conduct a search if there is a reasonable basis to believe that the search will uncover evidence of a crime or rule violation. The search must be conducted in a reasonable manner under the circumstances.
2. Random searches of student lockers, desks, and other similar school property provided for use by students may be conducted in the discretion of the administration.
3. Drug or alcohol tests may be conducted on students based on reasonable suspicion.
4. Drug or alcohol tests may be conducted on a random basis for students participating in extracurricular activities, provided that: a) the student gave consent for testing in advance (attendance at or participation in the extracurricular activity may be withheld in the absence of consent), b) the testing actually be random, c) that the testing procedures limit any intrusion on student privacy, and provide for an appropriate level of confidentiality and accuracy, and d) that the response to positive tests take into consideration student safety and compliance with laws related to reporting and releasing students to law enforcement.
5. School officials may search offices and storage devices provided to or used by employees where permitted by law, such as where reasonable grounds exist for suspecting that a search will turn up evidence that the employee has committed work-related misconduct, or that a search is necessary for a non-investigatory work-related purpose, such as to retrieve a file.
6. Searches of the District's computer system may be conducted in the discretion of the administration at any time.

The following procedures will be used for the removal of personal property:

1. Illegal items or other items reasonably determined to be a threat to the safety of others or a threat to educational purposes may be seized by school officials. Any illegal drugs, firearm or dangerous weapon shall be confiscated and delivered to law enforcement as soon as

practicable. A personal safety or security device (such as a taser, mace or pepper spray) not previously approved by the Administration constitutes a “dangerous weapon.”

2. Items which have been or are reasonably expected to be used to disrupt or interfere with the educational process may be removed from student possession.

The District is not responsible for the security or safety of personal property which employees, students, or other building users may bring to school.

Legal Reference: Neb. Rev. Stat. Sec. 28-1204.04 (firearms)

Date of Adoption: July 13, 2020

## Instruction

### Multicultural Education

Minden Public Schools incorporates multicultural education in all curriculum areas at all grades. Multicultural education includes, but is not limited to, studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.

### Statement of Philosophy and Mission

The philosophy of the multicultural education program is that students will have improved ability to function as productive members of society when provided with: (a) an understanding of diverse cultures and races, the manner in which the existence of diverse cultures and races have affected the history of our Nation and the world, and of the contributions made by diverse cultures and races and (b) with the ability and skills to be sensitive toward and to study, work and live successively with persons of diverse cultures and races.

The mission of the multicultural education program is to prepare students to: (a) value and respect their own culture and race and cultures and races other than their own and (b) eliminate stereotypes and different treatment of others based on culture and race. The mission shall also include preparing students to eliminate stereotypes and discrimination or harassment of others based on ethnicity, religion, gender, socioeconomic status, age, or disability.

### Implementation of Multicultural Education

The philosophy and mission of the multicultural education program is to be implemented as follows:

1. Multicultural education shall be included in goals established for educational programs.
2. Multicultural education shall be included in the district curriculum guides, frameworks, or standards.
3. The process for selecting appropriate instructional materials shall include assuring that the instructional materials at all grade levels include studies relative to the culture, history, and contributions of African Americans, Hispanic Americans, Native Americans, Asian Americans and European Americans with special emphasis on human relations and sensitivity toward all races.
4. Staff development shall be provided on the District's multicultural education policy. The staff development shall include professional development for administrators, teachers, and support staff which is congruent with the District and program goals.
5. Periodic assessment of the multicultural education program shall be conducted by the Superintendent. Teachers and other staff upon request shall have the responsibility to provide the administration with reports on: (a) the instructional

materials used and programs or methods implemented with their students which are supportive of the multicultural education program philosophy and mission, (b) programs or materials to be implemented in the future or which teachers or other staff feel should be implemented to further advance such philosophy and mission, and (c) with their professional assessment on the successes of or deficiencies in achieving the multicultural education program philosophy and mission. The Superintendent shall provide an annual status report on the assessment to the Board of Education.

Legal Reference: Neb. Rev. Stat. §§ 79-719 to 79-723  
Nebraska State Board of Education Rule 10

Date of Adoption: Reaffirmed July 13, 2020

## **MPS District Handbooks**

Below are the links for the certified and noncertified staff. This year we will have staff read, check off policies, and sign electronically acknowledgment of receiving their respective handbooks. We do not have changes to our certified or classified handbooks for this year. If we receive any policy changes we have the right to change them to our handbooks at any time. Changes are identified by **red text**.

- [District Certified Handbook 20-21](#)
- [District Classified Handbook 20-21](#)

## **Minden Public Preschool Handbook**

- [Minden Public Preschool Handbook 2020/21](#)

## **East Elementary Handbooks**

- [East Parent/Student Handbook 2020/21](#)
- [East Teacher Evaluation Handbook 2020/21](#)
- [East Staff Handbook 2020/21](#)

## **CLJMS Handbooks**

Below are the links to the student and staff handbooks for C. L. Jones Middle School. The handbooks are updated as needed throughout the school year. Changes to the handbooks for the 2020/21 school year are identified by **red text**. Changes will continue until all the handbooks are approved by the Minden Public School Board of Education.

- [CLJMS Teacher Handbook 2020/21](#)
- [CLJMS Student Handbook 2020/21](#)
- [CLJMS Teacher Evaluation Handbook 2020/21](#)

## **High School Handbooks**

Changes to the handbooks for the 2020-21 school year are identified by **red text**. Changes will continue until all the handbooks are approved by the Minden Public School Board of Education.

- [MHS Student Handbook 2020-2021](#)
- [MHS Teacher Handbook 2020-2021](#)

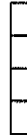
## **Activities Handbooks**

I am in the process of updating the handbooks for both parents of athletes and coaches/sponsors. Below are the links to these two handbooks. I will use **red text** to show the current changes to the handbooks.

- [MHS Parent Of Athlete Handbook 2020-2021](#)
- [MHS Coach/Sponsor Handbook 2020-2021](#)
- [Notification of Policies and Handbooks](#)

CHANGE  
ORDER  
WDA DOCUMENT CO1

OWNER  
ARCHITECT  
CONTRACTOR  
OTHER



**W DESIGN ASSOCIATES**  
214 E. 1ST ST. MC COOK, NE 69001 | 308.345.2370 | ENGINEERS | ARCHITECTS  
2626 W. 2ND ST. HASTINGS, NE 68901 | 402.483.2377 | WWW.WDESIGNEA.COM

**PROJECT:** Minden Public Schools Football Field / Track Renovations  
name, address 520 W. 3rd Street  
Minden, NE 68959

**CHANGE ORDER NUMBER:** 1

**DATE:** 29-Jun-20

**TO CONTRACTOR:** Nemaha Sports Construction  
name, address 430 W Pioneers Blvd  
Lincoln, NE 68522

**ARCHITECT'S PROJECT NO:** 826-19

**CONTRACT FOR:** Track Replacement / Field Events

**The contract is changed as follows:**

No.	ITEM DESCRIPTION	ADD	DEDUCT
1.	Concrete Curb Removal - See Attached	\$4,675.00	\$0.00
2.	New Irrigation Main & Wire - See Attached	\$3,960.00	\$0.00
3.	Track Sub-Grade Stabilization - See Attached	\$16,513.00	\$0.00
4.	Adjustment of Long Jump pits, sidewalk etc. - See Attached	\$0.00	(\$525.00)
5.		\$0.00	\$0.00
<b>SUBTOTAL</b>		\$25,148.00	(\$525.00)
<b>Profit and Overhead</b>			
<b>TOTAL</b>		\$24,623.00	

**Not valid until signed by the Owner, Architect and Contractor**

	Increased	Decreased	Total
The original Contract Sum was			\$833,946.64
Net change by previously authorized Change Orders	\$0.00	\$0.00	\$0.00
The Contract Sum prior to this Change Order was			\$833,946.64
The Contract Sum will be increased or decreased by this Change Order in the amount of	\$25,148.00	(\$525.00)	\$24,623.00
The new Contract Sum including this Change Order will be			\$858,569.64
The Contract Time will be changed by:			( 0 ) DAYS
The date of Substantial Completion as of the date of this Change Order therefore is			NA

**W Design Associates**  
ARCHITECT

**Nemaha Sports Construction**  
CONTRACTOR

**Minden Public Schools**  
OWNER

**P.O. BOX 99**  
address

**430 W Pioneers Blvd**  
address

**520 W. 3rd Street**  
address

**McCook, NE 69001**

**Lincoln, NE 68522**

**Minden, NE 68959**

BY

BY

BY

DATE 6/29/2020

DATE 6/29/2020

DATE

W DESIGN ASSOCIATES

CO1