



KIMBALL PUBLIC SCHOOLS
Administration Offices
901 South Nadine Street
Kimball, NE 69145

AGENDA

The following is the agenda for the meeting of the Board of Education to be held on Monday, August 10, 2020, at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145

{{Name: Agenda Item Name}} {{AgendaItemEnd}}

1. Pledge of Allegiance
2. Call meeting to order (Open Meeting Law announcement)
3. "The Mission of Kimball Public Schools is to educate every student for a lifetime of success."
4. Roll Call
5. Excuse the Absence of Board Member
6. Approval of Agenda
7. Read and Approval of Minutes: July 13, 2020 and July 29, 2020 minutes
8. Reading and Approval of Board Bills
9. Treasurer's Report
10. Administrator's Reports
11. Superintendent's Report
12. Continuous School Improvement Plan Progress
13. Cabinet Member Report
14. Presentation:
15. Correspondence
16. Recognition of Visitors - Public Comment (Policy 202.05)
17. Action Items:
 - A. Discuss, consider and take all necessary action with regard to continuation of participation in VALTS program.
 - B. Discuss, consider and take all necessary action with regard to Title IX Policy updates.
 - C. Discuss, consider and take all necessary action with regard to review of board policies:

#404.33 Wage Information
#506.88 Military Recruiters
 - D. Discuss, consider and take all necessary action with regard to review, amend, repeal, consideration and/or adoption of board policies:

#401.20 Personnel - Certified Employees
#402.03 Classified Personnel Standards of Performance
#404.03 Nondiscrimination
#404.34 Personnel - All Employees
#501.19 Extracurricular Activity
#502.01 Students Admissions

- #502.13 Nondiscrimination
- #504.03 Student Discipline
- #504.13 Searches, Seizures, and Arrests
- #505.08 Concussions
- #603.10 Ceremonies and Observances and Pledge
- #603.14 Equal Opportunity - Instruction Program
- #603.15 Classroom Environment
- #701.35 Business Operations
- #802.05 Safe Pupil Transportation Plan
- #905 New Construction and Additions
- #906 New Construction
- #1001.04 Annual Report

18. Discussion Items:

- A. Discussion Item #1

19. Next Meeting(s)/Opportunities:

- A. Back to school BBQ with Staff Aug. 12 at 6pm at Gotte Park
- B. Breakfast with Staff on Friday Aug. 14th, 7:30-8am at Jr/Sr High School
- C. Lunch with staff, Tuesday Aug. 18th, 12-1pm at Jr/Sr High School
- D. Budget Work Session Aug. 19th 5:30pm at the Jr/Sr High room W5
- E. Budget Hearing on Sept. 14th at Jr/Sr High School room W5
- F. Tax request at Jr/Sr High School room W5
- G. Regular Board Meeting: Monday September 14th at Jr/Sr High School room W5

20. Motion to Adjourn

NOTICES:

COPY OF OPEN MEETINGS ACT: The Board of Education makes available at least one current copy of the Open Meetings Act posted in the meeting room at a location accessible to members of the public. The Act is posted on the south wall of the meeting room.

KIMBALL PUBLIC SCHOOLS MISSION STATEMENT: “The Mission of Kimball Public Schools is to educate every student for a lifetime of success.”

NOTICE OF MEETING: Notice of the meeting was published according to Board Policy.

INSTRUCTIONS FOR THOSE WHO WISH TO SPEAK DURING PUBLIC FORUM:

Getting Started: When it is your turn to speak during the public forum portion of the agenda, please come forward to the table situated immediately in front of the Board, sign your name and address on the sign-in sheet and state your name to the Board of Education.

Time Limit: You may speak only one time and must limit comments to 5 minutes or less. Public Forum will not exceed 30 minutes.

Personnel or Student Topic: If you are planning to speak about a personnel or student matter involving an individual, please understand that our policies require such concerns initially be directed to the administration for consideration. Board members will generally not respond to any questions you ask or comments you may make about individual staff members or students. You are cautioned that slanderous comments are not protected just

because they are made at a Board meeting.

General Rules: Please remember this is a public meeting for the conduct of the business of the Board of Education. Offensive language, personal attacks and hostile conduct will not be tolerated.

CLOSED SESSIONS: Kimball Public Schools Board of Education reserves the right to go into closed session in accordance with Nebraska Statue 84-1410.

BY: KIMBALL PUBLIC SCHOOLS

A meeting of the Board of Education of Kimball Public Schools was convened in open and public session on Monday, July 13, 2020 at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145.

A notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The secretary for the Board maintains a list of the news media, of the time and place of the meeting and the subject to be discussed at the meeting. Availability of the agenda was communicated in the publicized notice. All proceedings of the Board of Education except as may be hereinafter noted were taken while the convened meeting was open to the attendance of the public.

The Pledge of Allegiance was stated by all present.

The meeting was called to order by President Heather Norberg at 6:30 p.m. At the beginning of this meeting the President announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location. President Norberg read the mission statement of Kimball Public Schools.

The roll was called and the following Board members were present or absent.

Present: Travis Cook, Clint Cornils, Heather Norberg, Matthew Shoup, Carrie Tabor, **Absent:** Lynn Vogel.

Motion was made by Clint Cornils, seconded by Carrie Tabor to excuse the absence of Mrs. Lynn Vogel. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Travis Cook, seconded by Carrie Tabor to approve the agenda. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Travis Cook, seconded by Carrie Tabor to approve the minutes from June 08, 2020. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

**KIMBALL PUBLIC SCHOOLS
BOARD REPORT OF EXPENDITURES
JULY 13, 2020**

Checking #	Vendor Name	Invoice Description	Amount
PREPAIDS			
59041	GRANITE TELECOMMUNICATIONS	TELEPHONE SERVICE	598.04
59042	AMAZON.COM	Metal Folding Chairs- REFUND OF 2 CHAIRS	1,063.21
59042	NATIONAL ASSOCIATION FOR MUSIC EDUCATION	Renew NAFME membership.	132.00
59042	REMEDIA PUBLICATIONS, INC.	Supplies	39.99
59042	UNITED STATE POSTAL SERVICE	MAIL EXCHANGE STUDENTS DIPLOMAS, ETC	2,108.30
59042	VENTURA EDUCATIONAL SYSTEMS	3rd - 6th grade Keyboarding covers	214.07
59043	MOHAWK FACTORING	Carpet Tiles	1,472.49
PREPAIDS SUBTOTAL			\$ 5,628.10
REGULAR MONTHLY EXPENSES			
59044	ACCO BRANDS USA LLC	COOP - SUPPLIES	208.17
59045	AG PARTS EDUCATION	Chromebook Repair Parts, MLE	50.85
59046	Anderson, Trevor	SUPERINTENDENT	1,009.73
59047	ATC GROUP SERVICES, LLC	3 Year Asbestos Inspection-2020	975.00
59048	BLACK HILLS ENERGY	HS Shop, HS, and ML Utilities	1,044.03
59049	CAPITAL BUSINESS SYSTEMS, INC.	COPIER SUPPLIES/USAGE	959.83
59050	CENGAGE LEARNING	Upper Level Math Textbooks	5,072.10
59051	CENTURY LINK	Telephone Services	274.74
59052	CEV Multimedia, LTD	Ag Curriculum - Jr/Sr. High	850.00
59053	CTB/MACMILLIAN McGRAW HILL	Language for Learning Book A	298.89
59054	CULLIGAN	SOFTNER RENTAL	69.95
59055	DAS STATE ACCOUNTING - CENTRAL FINANCE	Reimbursable Distance Learning	229.32
59056	DELL MARKETING L.P.	Superintendent Tech. - Office	482.90
59057	ESU #13	VALTS; DL; INTERNET; NEVA	27,144.91
59058	ESU COORDINATING COUNCIL	ANNUAL MOVIE SITE LICENSES - 300	330.00
59059	FRANK PARTS COMPANY	Shop Consumables	59.28
59061	GREAT PLAINS ASBESTOS CONTROL, INC	Asbestos Abatement	5,900.00
59062	HERFF JONES, LLC	Seals for Salutatorian & Valedictorian	8.96
59063	HOMETOWN HARDWARE	Sprinkler Head	395.23
59064	IDEAL/BLUFFS FACILITY SOLUTIONS	Custodial Supplies	305.98
59065	INNOVATIVE OFFICE SOLUTIONS LLC	COOP - SUPPLIES	2,650.10
59066	INSIGHT PUBLIC SECTOR, INC.	Headsets for NWEA Fluency	593.21
59067	JOSTENS	Graduation Tassels	62.51
59068	KIMBALL AUTO PARTS CO	Work Light	51.04
59069	MASCOT JUNCTION INC.	Sensory Pathway -Kimball Foundation Grant	389.00
59070	MIDWEST TECHNOLOGY PRODUCTS	COOP-SANDER	848.54
59071	NEBRASKA ASSOCIATION OF SCHOOL BOARDS	FINANCE WORKSHOP - SUP/BP/BVP	75.00

59072	NEBRASKA SAFETY AND FIRE EQUIPMENT, INC	Fire Inspections	2,788.00
59073	NORTHWEST EVALUATION ASSOCIATION	NWEA Fluency - ML	625.00
59074	PREMIER LAND MANAGEMENT SERVICES, LLC	LAWN FERTILIZATION/WEED SPRAY- YR 2 OF 3	5,715.00
59075	PYRAMID SCHOOL PRODUCTS	COOP - SUPPLIES	2,513.35
59076	RAPTOR TECHNOLOGIES	RAPTOR Visitor Mngmt. Renewal	1,380.00
59077	ROCHESTER 100 INC	Communication folders for students at ML	367.75
59078	SAVVAS LEARNING COMPANY LLC	Ready Gen consumables	1,281.98
59079	SCHOOL SPECIALTY INC.	COOP - SUPPLIES	122.62
59081	STERLING COMPUTERS CORP	NETWORK SUPPLIES	1,748.22
59082	STUDENT ASSURANCE SERVICES, INC.	2020-2021 STUDENT INSURANCE POLICY	675.00
59083	VERIZON WIRELESS	CELL PHONE SERVICE	325.32
59084	VIRCO INC	COOP - Chairs	370.25
59085	WESTERN NEBRASKA OBSERVER	LEGAL NOTICE - MINUTES	552.11
59086	SHIFFLER EQUIPMENT SALES, INC	Snap-on Floor Savers	257.97
59087	CITY OF KIMBALL	CITY UTILITIES	6,778.87
		GENERAL FUND SUBTOTAL	\$ 75,840.71
		GENERAL FUND TOTAL	\$ 81,468.81

DEPRECIATION FUND

1218	BORDER STATES INDUSTRIES	High Bay Light Fixtures & Hanger Chain	226.14
1219	FISHER ROOFING	Seal Coat Gym Roof	7,961.00
1216	STERLING COMPUTERS CORP	E-Rate Network Switch Project	12,649.52
		DEPRECIATION FUND SUBTOTAL	\$ 20,836.66

NUTRITION FUND

5809	CARD SERVICES	KNOX UNFLAVORED GELATIN	105.79
5810	CASH-WA DISTRIBUTING	FOOD	12,434.79
5811	HILAND DAIRY FOODS COMPANY, LLC	FOOD	2,469.19
5812	US FOODS - GRAND ISLAND	FOOD	860.54
			15,870.31
		NUTRITION FUND SUBTOTAL	\$ 15,870.31

Motion was made by Clint Cornils, seconded by Travis Cook to approve the current bills. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Carrie Tabor: Abstain (With Conflict)
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye

KIMBALL PUBLIC SCHOOLS

Administration Offices
901 South Nadine Street
Kimball, NE 69145

Mr. Trevor Anderson, Superintendent
Business Manager

(308) 235-2188
Fax (308) 235-3269

July 13, 2020

Treasurer's report is as follows:	2020	2019
Amount received from County Treasurer	88,425.87	104,921.39
Bank Balance	June 30, 2020 87,805.81	85,863.84
Savings Accounts (Depr/Building/General)	June 30, 2020 2,577,697.14	2,165,914.69
Total Available Funds	2,753,928.82	2,356,699.92
Payroll Gross	281,676.78	318,237.07
Amount of Bills	81,468.81	68,689.75
Blue Cross Blue Shield/HSA Pmt/UNUM Life	70,966.64	76,578.81
Nebraska School Retirement	28,374.55	31,967.40
FirsTier Bank (FICA)	21,666.03	23,985.43
Total Amount of Expenses	484,152.81	519,458.46
Balance Remaining after Expenses	2,269,776.01	1,837,241.46

Motion was made by Matthew Shoup, seconded by Heather Norberg to approve the Treasurer's Report. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Carrie Tabor: Abstain (With Conflict)
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye

Travis Cook: Nay

Mr. Cornils gave a report on the importance of Professional Development for Board Members. The Board reviewed written reports of Mrs. Reader, Jr-Sr High School Principal and Mrs. Soper, Mary Lynch Elementary Principal.

The board heard from Mr. Anderson and discussed issues facing the upcoming 2020-2021 school year.

There was not a report on the Continuous School Improvement Plan.

There was no cabinet member report given.

Mr. Carl Dietz presented on the financial consulting and superintendent professional development services offered by First National Capital Markets.

There was no correspondence.

There was no request for visitor's public comment.

Motion was made by Travis Cook, seconded by Carrie Tabor to approve First National Capital Markets consulting services for the 2020-2021 school year at \$15,000. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent

Travis Cook: Aye

Clint Cornils: Aye

Heather Norberg: Aye

Matthew Shoup: Aye

Carrie Tabor: Aye

Motion was made by Carrie Tabor, seconded by Travis Cook to approve the contract for Mark Head for the 2020-2021 school year as a Mary Lynch Elementary teacher. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent

Travis Cook: Aye

Clint Cornils: Aye

Heather Norberg: Aye

Matthew Shoup: Aye

Carrie Tabor: Aye

Motion was made by Carrie Tabor, seconded by Matthew Shoup to move to ratify, affirm and approve all actions, votes, motions, decisions, notices, minutes and all other matters addressed, approved or otherwise acted upon by the Board of Education at all meetings that occurred during the months of March, April, May and June as it set forth fully and incorporated herein entirely by this reference. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent

Travis Cook: Aye

Clint Cornils: Aye

Heather Norberg: Aye

Matthew Shoup: Aye

Carrie Tabor: Aye

Motion was made by Travis Cook, seconded by Clint Cornils to approve the amended of the 2020-2021 School Calendar for student start date. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Carrie Tabor, seconded by Travis Cook to approve the 2020-2021 handbooks as amended for the following: Mary Lynch Parent-Student, High School Parent-Student, and Staff. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Travis Cook, seconded by Clint Cornils to approve the engagement letter of Rauner & Associates for the 2019-2020 audit. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Matthew Shoup, seconded by Carrie Tabor to approve Board Policy 402.01 as amended. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye

Motion was made by Matthew Shoup, seconded by Travis Cook to advance the replacement Board Policies 404.03, 502.01, 502.13, 504.03, 504.13, 505.08, 603.10, 802.05, and 1001.04 to the second reading. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent
Travis Cook: Aye
Clint Cornils: Aye
Heather Norberg: Aye
Matthew Shoup: Aye

Carrie Tabor: Aye

Motion was made by Travis Cook, seconded by Clint Cornils to advance Board Policies 401.20, 402.03, 404.34, 501.19, 603.14, 603.15, 701.35, 905, and 906 to the second reading. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent

Travis Cook: Aye

Clint Cornils: Aye

Heather Norberg: Aye

Matthew Shoup: Aye

Carrie Tabor: Aye

The board reviewed the annual board of education calendar.

The board discussed a date for the end of July to have a Board Work Session.

The board discussed dates for an annual planning session with NASB for the end of August or beginning of September.

The board discussed a partnership with KEA to host a Back To School BBQ with Staff on August 12, 2020 at Gotte Park.

The next regular Board meeting will be held on Monday, August 10, 2020 at 6:30 p.m. in Room W5 at the Jr-Sr High School, 901 South Nadine Street, Kimball, Nebraska.

There is a New Candidate webinar scheduled for July 27, 2020 at 6:30 p.m. MST.

Motion was made by Travis Cook, seconded by Matthew Shoup to adjourn the meeting at 8:06pm. After discussion and upon roll call vote, the Board voted as follows:

Lynn Vogel: Absent

Travis Cook: Aye

Clint Cornils: Aye

Heather Norberg: Aye

Matthew Shoup: Aye

Carrie Tabor: Aye

ATTEST:

HEATHER NORBERG
KIMBALL PUBLIC SCHOOLS
BOARD OF EDUCATION

MATTHEW SHOUP
KIMBALL PUBLICSCHOOLS
BOARD OF EDUCATION

A meeting of the Board of Education of Kimball Public Schools was convened in open and public session on Wednesday, July 29, 2020 at 6:30 PM in the Jr-Sr High School: Room W5, 901 South Nadine Street, Kimball, NE 69145.

A notice of the meeting was given in advance by publication and/or posting in accordance with the Board approved method for giving notice of meetings. Notice of this meeting was given in advance to all members of the Board of Education. The secretary for the Board maintains a list of the news media, of the time and place of the meeting and the subject to be discussed at the meeting. Availability of the agenda was communicated in the publicized notice. All proceedings of the Board of Education except as may be hereinafter noted were taken while the convened meeting was open to the attendance of the public.

The Pledge of Allegiance was stated by all present.

The meeting was called to order by Vice President Carrie Tabor at 6:30 p.m. At the beginning of this meeting the Vice President announced and informed the public that a current copy of the Open Meetings Act is posted on the wall of the meeting room and directed the public to its location. Vice President Tabor read the mission statement of Kimball Public Schools.

The roll was called and the following Board members were present or absent.

Present: Travis Cook, Clint Cornils, Matthew Shoup, Carrie Tabor, Lynn Vogel, **Absent:** Heather Norberg.

Motion was made by Matthew Shoup, seconded by Lynn Vogel to excuse the absence of Heather Norberg. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Clint Cornils to approve the agenda. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Matthew Shoup to approve Mr. Troy Haberman as the Jr./Sr. Business Teacher position. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye

Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Travis Cook to approve the purchase for an Air Conditioning Unit in the District Office by Gering Valley Plumbing, pending they provide evidence that they are bonded and insured. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Clint Cornils to approve purchase of Beyond Textbooks program. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Motion was made by Lynn Vogel, seconded by Matthew Shoup to approve amendments to Mary Lynch Elementary Parent/Student Handbook, Jr./Sr. High School Student/Parent Handbook and Kimball Public School Staff Handbook. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye
Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

Mr Anderson discussed the COVID-19 school procedures with the Board. A four tier risk assessment dial was provided along with the procedures that will be applied for the operation of the school according to each risk level.

Motion was made by Travis Cook, seconded by Lynn Vogel to adjourn the meeting at 7:39. After discussion and upon roll call vote, the Board voted as follows:

Heather Norberg: Absent
Travis Cook: Aye
Clint Cornils: Aye

Matthew Shoup: Aye
Carrie Tabor: Aye
Lynn Vogel: Aye

ATTEST:

HEATHER NORBERG
KIMBALL PUBLIC SCHOOLS
BOARD OF EDUCATION

MATT SHOUP
KIMBALL PUBLIC SCHOOLS
BOARD OF EDUCATION

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 01

GENERAL FUND 01-101

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
59105	Check	08/10/2020	ANDERSONS	ANDERSON'S	57.66
8009792	04/30/2020		STU COUNCIL RBBN/STR GLTR	01 2290 890 001 000	57.66
59106	Check	08/10/2020	AUTISMSOCI	AUTISM SOCIETY OF NEBRASKA	60.00
MARCH 2 2020-	03/02/2020		TRAINING FOR HEIDI CHELSEY	01 1200 580 003 902	60.00
59107	Check	08/10/2020	B2ENVIRONM	B2 ENVIRONMENTAL	1,250.00
24633	07/09/2020	8929	Air quality clearance, after asbestos ab	01 2620 490 000 000	1,250.00
59108	Check	08/10/2020	BLACKHILLS	BLACK HILLS ENERGY	156.96
2020-07 ML STMT	07/15/2020		2020-07 UTILITIES FOR ML	01 2610 621 003 000	156.96
59109	Check	08/10/2020	BLACKHILLS	BLACK HILLS ENERGY	364.77
2020-08 HS STMT	07/15/2020		2020-07 UTILITIES FOR HS	01 2610 621 001 000	364.77
59110	Check	08/10/2020	BLACKHILLS	BLACK HILLS ENERGY	212.81
2020-07 HS SHOP STMT	07/15/2020		2020-07 UTILITIES FOR HS SHOP	01 2610 621 001 000	212.81
59111	Check	08/10/2020	BORDERSTAT	BORDER STATES INDUSTRIES	2,097.93
920307510	07/14/2020	8997	Outside light fixtures	01 2620 720 003 000	1,214.88
920330712	07/17/2020	8698	Light fixture frames, auditorium seating	01 2610 610 001 000	(32.50)
920340613	07/20/2020	8997	Exit/Emergency light combo	01 2620 720 003 000	268.98
920340613	07/20/2020	8997	Emergency lights	01 2620 720 003 000	184.68
920340613	07/20/2020	8997	Outside light fixtures	01 2620 720 003 000	335.06
920340613	07/20/2020	8997	Outside light fixtures	01 2620 720 003 000	16.00
920340613	07/20/2020	8997	Outside Light Fixtures	01 2620 720 003 000	66.00
920382476	07/27/2020	8997	Exit/Emergency light combo X 1	01 2620 720 003 000	44.83
59112	Check	08/10/2020	BSNSPORTSI	BSN SPORTS INC	77.03
909344010	06/30/2020	8840	weighted jump rope	01 1200 610 003 902	29.27
909344010	06/30/2020	8840	GYM FLOOR TAPE	01 2610 610 001 000	47.76
59113	Check	08/10/2020	CAPITALBUS	CAPITAL BUSINESS SYSTEMS, INC.	990.29
27469821	07/21/2020		COPIER SUPPLIES/USAGE	01 1100 441 000 000	990.29

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 01

GENERAL FUND 01-101

Check Number	Check Type	Check Date	Vendor	Detail Description	Chart of Account Number	Check Total
59114	Check	08/10/2020	CENTURYLI2	CENTURY LINK BUSINESS SERVICES		274.74
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
131170262	07/20/2020			OUTBOUND VOIP SERVICE	01 2510 530 000 000	274.74
59115	Check	08/10/2020	CITYOFKIMB	CITY OF KIMBALL		9,974.24
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020-07 STMT	07/25/2020			HS AG WATER, SEWER, AND LANDFILL	01 2610 410 001 000	73.25
2020-07 STMT	07/25/2020			HS MECHANIC SHOP SEWER	01 2610 410 001 000	98.34
2020-07 STMT	07/25/2020			HS STADIUM WATER, SWERE, AND LANDFILL	01 2610 410 001 000	1,270.37
2020-07 STMT	07/25/2020			HS MAIN WATER, SEWER AND LANDFILL	01 2610 410 001 000	754.67
2020-07 STMT	07/25/2020			ML EAST WARD WATER, SEWER, LANDFILL	01 2610 410 003 000	616.01
2020-07 STMT	07/25/2020			ML EAST WATER AND SEWER	01 2610 410 003 000	115.30
2020-07 STMT	07/25/2020			ML MODULAR WATER, SEWER	01 2610 410 003 000	71.99
2020-07 STMT	07/25/2020			ML BUS BARN LANDFILL	01 2610 410 003 000	27.00
2020-07 STMT	07/25/2020			HS SOUTH GYM ELECTRICITY	01 2610 622 001 000	1,297.49
2020-07 STMT	07/25/2020			HS STADIUM ELECTRICITY	01 2610 622 001 000	39.86
2020-07 STMT	07/25/2020			HS MECHANIC SHOP ELECTRICITY	01 2610 622 001 000	626.29
2020-07 STMT	07/25/2020			HS MAIN BLDG ELECTRICITY	01 2610 622 001 000	3,327.83
2020-07 STMT	07/25/2020			HS AG SHOP ELECTRICITY	01 2610 622 001 000	418.22
2020-07 STMT	07/25/2020			ML EAST WARD ELECTRICITY	01 2610 622 003 000	711.31
2020-07 STMT	07/25/2020			ML MODULAR ELECTRICITY	01 2610 622 003 000	223.71
2020-07 STMT	07/25/2020			ML EAST ELECTRICITY	01 2610 622 003 000	261.68
2020-07 STMT	07/25/2020			ML BUS BARN ELECTRICITY	01 2610 622 003 000	40.92
59116	Check	08/10/2020	CULLIGAN	CULLIGAN		69.95
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020-08 RENTAL	07/31/2020			SOFTNER RENTAL	01 2610 610 001 000	69.95
59117	Check	08/10/2020	DASSTATEAC	DAS STATE ACCOUNTING - CENTRAL FINANCE		229.32
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1226494	07/09/2020			REIMBURSIBLE DISTANCE LEARNING	01 2510 382 000 000	229.32
59118	Check	08/10/2020	DOLLARGENE	DOLLAR GENERAL-CHARGED SALES		47.95
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1000988237	07/13/2020	9004		Dawn, 40oz.	01 2610 610 001 000	5.00
1000988237	07/13/2020	9004		Windex	01 2610 610 001 000	6.50
1000988237	07/13/2020	9004		Bounce	01 2610 610 001 000	7.95
1000988237	07/13/2020	9004		A H Cleaner	01 2610 610 001 000	16.00
1000988237	07/13/2020	9004		Clorox Bleach	01 2610 610 001 000	12.50
59119	Check	08/10/2020	EGANSUPPLY	EGAN SUPPLY CO		229.44
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>		<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
319828	07/15/2020	8845		CAN LINERS	01 2610 610 001 000	102.69

Detail Check Register

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Checking Account: 01		GENERAL FUND 01-101				
319828	07/15/2020	8845	CAN LINERS	01 2610 610 001 000	126.75	
Check Number: 59120	Check Type: Check	Check Date: 08/10/2020	Vendor: ESU13	ESU #13	Check Total:	2,701.65
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2020-07 STMT	07/29/2020		PK 3-5 INSTRUCTIONAL PRESCHOOL	01 1291 591 003 000	32.88	
2020-07 STMT	07/29/2020		SUPERVISION PK 3-5 INSTRUCTIONAL PRESCHO	01 1291 591 003 000	2.63	
2020-07 STMT	07/29/2020		0-2 INSTRUCTIONAL PRESCHOOL	01 1292 591 003 000	542.44	
2020-07 STMT	07/29/2020		SUPERVISION 0-2 INSTRUCTIONAL PRESCHOOL	01 1292 591 003 005	43.40	
2020-07 STMT	07/29/2020		PK 3-5 OCCUPATIONAL THERAPY SERVICE	01 2162 591 003 000	104.42	
2020-07 STMT	07/29/2020		SUPERVISION PK 3-5 OCCUPATIONAL THERAPY	01 2162 591 003 005	8.35	
2020-07 STMT	07/29/2020		0-2 OCCUPATIONAL THERAPY SERVICE	01 2163 591 003 000	118.70	
2020-07 STMT	07/29/2020		SUPERVISION 0-2 OCCUPATIONAL THERAPY	01 2163 591 003 005	9.50	
2020-07 STMT	07/29/2020		DISTANCE LEARNING CONSORTIUM	01 2510 530 000 000	748.00	
2020-07 STMT	07/29/2020		INTERNET E-RATE CONSORTIUM	01 2510 530 000 000	383.00	
2020-07 STMT	07/29/2020		NEBRASKA EDUCATIONAL VIRTUAL ACADEMY	01 2510 530 000 000	708.33	
Check Number: 59121	Check Type: Check	Check Date: 08/10/2020	Vendor: FIREFLY	FIREFLY COMPUTERS	Check Total:	22,014.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
1000186570	07/06/2020	8988	AVer Charge X30i 30 Device Capacity. Pe	01 6992 733 000 000	1,030.00	
1000187315	07/17/2020	9003	HP 11 x360 G2 EE Chromebook	01 6992 733 000 000	13,950.00	
1000187315	07/17/2020	9003	Google Chrome Education Upgrade	01 6992 733 000 000	1,250.00	
1000187315	07/17/2020	9003	FireFly 3x Year Manufacturer Defect and	01 6992 733 000 000	3,050.00	
1000187315	07/17/2020	9003	AVer Charge X30i 30 Device Capacity	01 6992 733 000 000	2,060.00	
1000187753	07/27/2020	8906	Chromebooks	01 1200 733 003 902	498.00	
1000187753	07/27/2020	8906	Education Upgrade	01 1200 733 003 902	50.00	
1000187753	07/27/2020	8906	Warranty	01 1200 733 003 902	38.00	
1000187753	07/27/2020	8906	Damage Protection	01 1200 733 003 902	88.00	
Check Number: 59122	Check Type: Check	Check Date: 08/10/2020	Vendor: GRANITETEL	GRANITE TELECOMMUNICATIONS	Check Total:	306.85
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
492967639	08/01/2020		TELEPHONE SERVICE 08.01.20 TO 08.31.20	01 2510 530 000 000	306.85	
Check Number: 59123	Check Type: Check	Check Date: 08/10/2020	Vendor: HERFFJONES	HERFF JONES, LLC	Check Total:	13.12
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
1027221	06/23/2020		DIPLOMAS	01 1100 890 001 000	13.12	
Check Number: 59124	Check Type: Check	Check Date: 08/10/2020	Vendor: HOMETOWNH	HOMETOWN HARDWARE	Check Total:	667.95
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
484849	06/30/2020	8991	Fluorescent bulbs, 40 watt, T12, 48"	01 2610 610 003 000	89.70	
484885	07/01/2020	8987	Risers, 1/2 X3/4X6	01 2610 610 000 000	2.58	
484885	07/01/2020	8987	Riser, 1/2X6	01 2610 610 000 000	0.59	

Detail Check Register

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GENERAL FUND 01-101

484885	07/01/2020	8987	Sprinkler head, quarter circle	01 2610 610 000 000	7.98
484954	07/01/2020	8992	Nozzle adjust, zinc	01 2610 610 003 000	6.99
485056	07/02/2020	8993	Big gap filler, 12oz.	01 2610 610 001 000	6.99
485316	07/06/2020	8994	Spackle	01 2620 720 001 000	4.99
485316	07/06/2020	8994	Sander, Microzip, 30pk.	01 2620 720 001 000	12.99
485316	07/06/2020	8994	Paint, gal. district office	01 2620 720 001 000	34.99
485432	07/07/2020	8996	Paint brush, 2"	01 2610 610 000 000	6.99
485432	07/07/2020	8996	Fluorescent bulbs, 40 watt, T12, 48"	01 2610 610 003 000	89.70
485432	07/07/2020	8996	10% discount	01 2610 610 003 000	(8.97)
485560	07/08/2020	8998	Duster, canned air, 10oz.	01 2610 610 003 000	47.88
485588	07/09/2020	8999	Screws	01 2610 610 003 000	1.10
485588	07/09/2020	8999	Corner braces, 3/4X1/2	01 2610 610 003 000	7.38
485741	07/10/2020	9001	Pipe cover, used for backer rod	01 2610 610 001 000	49.90
485873	07/13/2020	9011	Fluorescent bulbs, 40 watt, T12	01 2610 610 003 000	179.40
485972	07/13/2020	9012	Metal repair tape, 1.88in. 50yds.	01 2610 610 001 000	13.99
486053	07/14/2020	9005	Plug-in, district office	01 2610 610 001 000	0.89
486053	07/14/2020	9005	Paint	01 2620 720 001 000	34.99
486251	07/16/2020	9006	ECR2025BP CELL BATTERY LTH WATCH 3V 202501 2230 610 000 000		19.95
486354	07/17/2020	9013	Downspout extensions, flex	01 2610 610 001 000	47.96
487601	07/31/2020	9045	17017-AW COMMAND OUTDOOR LIGHTCLIP 16PC	01 2230 890 000 000	8.99

Check Number: 59125

Check Type: Check

Check Date: 08/10/2020

Vendor: HOMETOWNUS

HOMETOWN USA

Check Total:

20.68

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
484628	06/29/2020	8986	Screws, box	01 2610 610 001 000	7.69
484628	06/29/2020	8986	Paint, qt.	01 2610 610 001 000	12.99

Check Number: 59126

Check Type: Check

Check Date: 08/10/2020

Vendor: BLUFFSFACI

IDEAL/BLUFFS FACILITY SOLUTIONS

Check Total:

1,113.47

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
407628-1S	05/29/2020		SHIPPING	01 2610 610 001 000	3.00
407628-2	06/12/2020	8896	ishine, gal. 4/cs	01 2610 610 001 000	530.40
407628-3	06/26/2020	8896	Diamond floor pads, 20", purple, 5/carto	01 2610 610 001 000	338.15
407628-3CM	07/07/2020	8896	Diamond floor pads, 20", purple, 5/carto	01 2610 610 001 000	(338.15)
409776	07/10/2020	8967	Encap System-Extraction, gal. 4/cs	01 2610 610 003 000	84.16
409776	07/10/2020	8967	Shipping/Handling	01 2610 610 003 000	3.00
409776	07/10/2020	8967	Husky 802L disinfectant, gal. case	01 2610 610 003 000	52.45
409776	07/10/2020	8967	Husky 1100, traffic lane, qt.	01 2610 610 003 000	9.54
409776-1	07/24/2020	8967	Grand Slam porcelain cleaner, qt. 12/cs	01 2610 610 003 000	59.26
410784	07/07/2020	8995	Husky 802L, disinfectant, gal.	01 2610 610 001 000	52.45
410784	07/07/2020	8995	Shipping/Handling	01 2610 610 001 000	3.00
410986	07/10/2020	9000	SSS Merlin Eraser Sponges, 30/cs	01 2610 610 003 000	41.77
410986	07/10/2020	9000	Shipping/Handling	01 2610 610 003 000	3.00

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Checking Account: 01		GENERAL FUND 01-101				
411517	07/24/2020	9015	Paper towel, 600' roll, 8/cs.	01 2610 610 001 000	126.82	
411517	07/24/2020	9015	T.T. 865 sheets, 36/cs.	01 2610 610 001 000	141.62	
411517	07/24/2020	9015	Shipping/Handling	01 2610 610 001 000	3.00	
Check Number: 59127	Check Type: Check	Check Date: 08/10/2020	Vendor: INSIGHTPUB	INSIGHT PUBLIC SECTOR, INC.	Check Total: 2,555.98	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
1100750800	07/21/2020	8973	SYN-APPS REVOLUTION NOTIFICATION PLATFOR	01 1100 650 000 000	2,441.40	
1100752434	07/27/2020	8952	FG-TRAN-SX-2K-ENC, Per Quote: 222419684	01 2230 650 000 000	114.58	
Check Number: 59128	Check Type: Check	Check Date: 08/10/2020	Vendor: KIMBALLPLU	BRIAN WILLIAMS	Check Total: 343.67	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
5120	07/05/2020		URINAL DRAIN LINE AND IRRIGATION WTR RPR	01 2620 340 001 000	343.67	
Check Number: 59129	Check Type: Check	Check Date: 08/10/2020	Vendor: LINGO	LINGO	Check Total: 0.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
29019997	07/08/2020		Lingo	01 2510 530 000 000	15.76	
29019997-R	07/08/2020		CREDIT FOR REMAINING ACCOUNT BALANCE	01 2510 530 000 000	(15.76)	
Check Number: 59130	Check Type: Check	Check Date: 08/10/2020	Vendor: MIDWESTTEC	MIDWEST TECHNOLOGY PRODUCTS	Check Total: 587.02	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2112832-00	06/09/2020	8842	Woodglue	01 1100 610 001 044	101.16	
2112832-00	06/09/2020	8842	Hammer	01 1100 733 001 044	49.86	
2112832-00	06/09/2020	8842	D/A sander	01 1100 733 001 044	119.00	
2112832-00	06/09/2020	8842	Belt sander	01 1100 733 001 044	317.00	
Check Number: 59131	Check Type: Check	Check Date: 08/10/2020	Vendor: NATIONALAR	NATIONAL ART & SCHOOL SUPPLIES, INC	Check Total: 1,256.56	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
1151	07/06/2020	8832	MAGIC MENDING TAPE (SCOTCH) 3/4" X 1296"	01 1100 610 001 024	17.22	
1151	07/06/2020	8832	Dryline correction film, disposable	01 1100 610 001 026	9.28	
1151	07/06/2020	8832	Dry Erase Marker Green	01 1100 610 001 028	7.65	
1151	07/06/2020	8832	Dry Erase Marker Purple	01 1100 610 001 028	7.65	
1151	07/06/2020	8832	Dry erase Marker Blue	01 1100 610 001 028	7.65	
1151	07/06/2020	8832	Dry Erase Marker Black	01 1100 610 001 028	7.35	
1151	07/06/2020	8832	Dry Erase Marker Red	01 1100 610 001 028	7.65	
1151	07/06/2020	8832	ELEMER'S GLUE STICKS	01 1100 610 001 036	17.44	
1151	07/06/2020	8832	EXPO MARKERS-BLACK	01 1100 610 001 036	14.70	
1151	07/06/2020	8832	EXPO MARKERS -BLUE	01 1100 610 001 036	15.30	
1151	07/06/2020	8832	Whiteboard Erasers	01 1100 610 001 042	7.12	
1151	07/06/2020	8832	EXPO DRY ERASE MARKERS	01 1100 610 003 010	7.35	
1151	07/06/2020	8832	CRAYONS REGULAR SIZE 16 COLOR	01 1100 610 003 010	56.32	
1151	07/06/2020	8832	HI-LIGHTER BRITE LINER	01 1100 610 003 010	13.92	
1151	07/06/2020	8832	DRY ERASE MARKER SETS	01 1100 610 003 011	53.00	

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Checking Account: 01		GENERAL FUND 01-101				
1151	07/06/2020	8832	Expo Dry Erase Markers - Purple	01 1100 610 003 012	38.25	
1151	07/06/2020	8832	Whiteboard Expo Erasers - 12 pack	01 1100 610 003 012	16.44	
1151	07/06/2020	8832	Sheers - All Purpose 7 inch Fiskars - 1	01 1100 610 003 012	11.25	
1151	07/06/2020	8832	Expo Dry Erase Markers - Black	01 1100 610 003 012	36.75	
1151	07/06/2020	8832	Expo Dry Erase Markers - Green	01 1100 610 003 012	38.25	
1151	07/06/2020	8832	MARKER CLASSPACK - CRAYOLA	01 1100 610 003 013	47.00	
1151	07/06/2020	8832	TAB DIVIDERS - EASY INDEX 12 TAB	01 1100 610 003 013	26.80	
1151	07/06/2020	8832	SADDLEBACK STAPLES 1/4" FOR SWINGLINE 06	01 1100 610 003 013	3.88	
1151	07/06/2020	8832	Dry Erase Markers Expo - Green	01 1100 610 003 013	30.60	
1151	07/06/2020	8832	Dry Erase Markers Expo - Blue	01 1100 610 003 013	30.60	
1151	07/06/2020	8832	Erasers - White Board	01 1100 610 003 013	16.44	
1151	07/06/2020	8832	DRY ERASE MAKERS - EXPO BLACK	01 1100 610 003 013	29.40	
1151	07/06/2020	8832	DRY ERASE MARKERS - EXPO - BLUE	01 1100 610 003 013	30.60	
1151	07/06/2020	8832	ERAERS WHITEBOARD SANFORD EXPO	01 1100 610 003 013	32.88	
1151	07/06/2020	8832	Dry Erase Markers - Expo Blk	01 1100 610 003 014	44.10	
1151	07/06/2020	8832	Dry Erase Markers - Expo Purple	01 1100 610 003 014	45.90	
1151	07/06/2020	8832	Dry Erase Markers - Expo Blue	01 1100 610 003 014	45.90	
1151	07/06/2020	8832	Gluesticks - Clear claspac	01 1100 610 003 014	8.72	
1151	07/06/2020	8832	PAPERMATE CORRECTION FILM	01 1200 610 001 902	27.84	
1151	07/06/2020	8832	Tape Dispenser	01 1200 610 001 902	2.46	
1151	07/06/2020	8832	Dry Erase Markers Black	01 1200 610 001 902	7.35	
1151	07/06/2020	8832	Sharpie Markers Fine Point	01 1200 610 001 902	5.32	
1151	07/06/2020	8832	Page dividers	01 1200 610 003 902	13.40	
1151	07/06/2020	8832	dry erase markers	01 1200 610 003 902	2.65	
1151	07/06/2020	8832	scotch tape	01 1200 610 003 902	17.22	
1151	07/06/2020	8832	Dry Line Grip Correction Film	01 1200 610 003 902	9.28	
1151	07/06/2020	8832	Staples	01 1200 610 003 902	1.28	
1151	07/06/2020	8832	Scotch Tape	01 1200 610 003 902	14.76	
1151	07/06/2020	8832	Magic Mending (Scotch) Tape - 3/4"x1296"	01 2410 610 001 000	51.66	
1151	07/06/2020	8832	Tape Dispenser	01 2410 610 001 000	12.30	
1151	07/06/2020	8832	BIC Round Stick Pen - Med - Black	01 2410 610 001 000	2.88	
1151	07/06/2020	8832	Ball Point Pen - Papermate - Blue	01 2410 610 001 000	6.90	
1151	07/06/2020	8832	Dry Erase Markers - Expo - Black	01 2410 610 001 000	14.70	
1151	07/06/2020	8832	Dry Erase Markers - Expo - Red	01 2410 610 001 000	7.65	
1151	07/06/2020	8832	Dry Erase Markers - Expo - Blue	01 2410 610 001 000	15.30	
1151	07/06/2020	8832	Erasers - Whiteboard	01 2410 610 001 000	16.44	
1151	07/06/2020	8832	Masking Tape - 3/4x60	01 2410 610 003 000	69.54	
1151	07/06/2020	8832	Scotch Tape - 3/4x1296	01 2410 610 003 000	51.66	
1151	07/06/2020	8832	Bic Round Stic Pens - Black Fine	01 2410 610 003 000	1.92	
1151	07/06/2020	8832	Blc Round Stic Pens - Blue Fine	01 2410 610 003 000	1.92	

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1151	07/06/2020	8832	Dry Erase Markers Black	01 2410 610 003 000	22.05
1151	07/06/2020	8832	Dry Erase Markers BLue	01 2410 610 003 000	38.25
1151	07/06/2020	8832	Dryline Correction Film	01 2410 610 003 000	27.84
1151	07/06/2020	8832	White Board Erasers	01 6200 610 003 904	16.44
1151	07/06/2020	8832	Colored Pencils	01 6200 610 003 904	14.19

Check Number: 59132 Check Type: Check Check Date: 08/10/2020 Vendor: NERURALCOM NEBRASKA RURAL COMMUNITY SCHOOLS ASSOC. Check Total: 850.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020--21 MEMBER	06/18/2020		2020-2021 NRCSA MEMBERSHIP DUES	01 2310 810 000 000	850.00

Check Number: 59133 Check Type: Check Check Date: 08/10/2020 Vendor: NESAFETYAN NEBRASKA SAFETY AND FIRE EQUIPMENT, INC Check Total: 360.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
14768	08/01/2020		ANNUAL MONITORING HIGH SCHOOL	01 2610 890 001 000	360.00

Check Number: 59134 Check Type: Check Check Date: 08/10/2020 Vendor: NORTHWESTE NORTHWEST EVALUATION ASSOCIATION Check Total: 2,385.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
34412	07/01/2020		MAP GROWTH K-12	01 1100 650 000 000	2,175.00
34412	07/01/2020		MAP GRWOTH SCIENCE (ADD ON)	01 1100 650 000 000	210.00

Check Number: 59135 Check Type: Check Check Date: 08/10/2020 Vendor: PAPER101 PAPER101 Check Total: 1,794.08

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
184511-00	07/23/2020	9017	DISINFECTIONG WIPES FOR DISTRICT - MOVE	01 6996 610 000 000	1,152.55
184511-00	07/23/2020	9017	DISINFECTIONG WIPES FOR DISTRICT - MOVE	01 6996 610 000 000	517.16
184511-00	07/23/2020	9017	FREIGHT	01 6996 610 000 000	124.37

Check Number: 59136 Check Type: Check Check Date: 08/10/2020 Vendor: PERRYGUTHE PERRY, GUTHERY, HAASE & GESSFO Check Total: 1,050.00

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
213	07/22/2020		05/21/20 DR OWENS	01 2330 317 000 000	225.00
213	07/22/2020		05/29/2020 DR OWENS	01 2330 317 000 000	225.00
213	07/22/2020		06/05/2020 DR OWENS	01 2330 317 000 000	75.00
213	07/22/2020		06/10/20 PERSONNEL DR OWENS	01 2330 317 000 000	150.00
213	07/22/2020		06/19/2020 TC WITH DR. OWENS	01 2330 317 000 000	75.00
213	07/22/2020		07/03/2020 EMAIL TO MR. ANDERSON	01 2330 317 000 000	150.00
213	07/22/2020		07/19/2020 FFCRA FORMS	01 2330 317 000 000	150.00

Check Number: 59137 Check Type: Check Check Date: 08/10/2020 Vendor: RRSERVICE R & R SERVICE Check Total: 610.91

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
276638	06/03/2020		REBUILD AND REPAIR DRILL BATTERIES	01 1100 340 001 000	601.89
276638	06/03/2020		SURCHARGE FOR LATE PAYMENT	01 1100 340 001 000	9.02

Check Number: 59138 Check Type: Check Check Date: 08/10/2020 Vendor: SANDBERGIM SANDBERG IMPLEMENT Check Total: 372.12

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 01		GENERAL FUND 01-101				
IV14095	07/28/2020	9022	Spindle assembly, Grasshopper	01 2620 430 000 000	242.56	
IV14095	07/28/2020	9022	Belt	01 2620 430 000 000	105.56	
IV14095	07/28/2020	9022	SHIPPIG	01 2620 430 000 000	24.00	
Check Number: 59139	Check Type: Check	Check Date: 08/10/2020	Vendor: SCHOLASTI2	SCHOLASTIC INC	Check Total: 719.73	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
M6915389	07/21/2020		SCOPE MAGAZINE	01 1100 610 001 038	219.78	
M6915389-A	07/21/2020	8866	JH - SCIENCE WORLD	01 1100 610 001 036	104.39	
M6915389-B	07/21/2020	8865	CHOICES	01 1100 610 001 038	208.78	
M6915389-B	07/21/2020	8865	JR SCHOLASTIC	01 1100 610 001 038	186.78	
Check Number: 59140	Check Type: Check	Check Date: 08/10/2020	Vendor: SCHOOLLIFE	SCHOOL LIFE	Check Total: 68.90	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
INV-200036741	08/04/2020	9039	SWAG TAGS	01 2410 610 003 000	45.10	
INV-200036741	08/04/2020	9039	BALL-CHAIN	01 2410 610 003 000	15.50	
INV-200036741	08/04/2020	9039	SHIPPING	01 2410 610 003 000	8.30	
Check Number: 59141	Check Type: Check	Check Date: 08/10/2020	Vendor: SCHOOLSPEC	SCHOOL SPECIALTY INC.	Check Total: 204.58	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
208125375477	07/01/2020	8834	Spiral bound Index Cards Books	01 1100 610 001 042	86.76	
208125375477	07/01/2020	8834	Magazine Files	01 1100 733 003 013	53.02	
208125450559	07/13/2020	8918	Teacher daily Record per quote dated 05/	01 2410 610 003 000	64.80	
Check Number: 59142	Check Type: Check	Check Date: 08/10/2020	Vendor: SOFTWAREUN	SOFTWARE UNLIMITED, INC.	Check Total: 7,050.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
20200424-1168	08/01/2020		SAS (AP, PR, GL) ANNUAL FEE 09/20-08/21	01 2510 315 000 000	3,900.00	
20200424-1168	08/01/2020		SAS-ONLINE T2 ANNUAL FEE 09/20-08/21	01 2510 315 000 000	2,050.00	
20200424-1168	08/01/2020		WEB LINK ANNUAL FEE 09/20-08/21	01 2510 315 000 000	600.00	
20200424-1168	08/01/2020		WEB LINK HOSTED ANNUAL FEE 09/20-08/21	01 2510 315 000 000	500.00	
Check Number: 59143	Check Type: Check	Check Date: 08/10/2020	Vendor: STARHERALD	STAR-HERALD	Check Total: 211.95	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
2020 HS LIBR SUB	07/22/2020		2020 HS LIBRARY SUBSCRIPTION	01 2310 540 000 000	211.95	
Check Number: 59144	Check Type: Check	Check Date: 08/10/2020	Vendor: STERLINGCO	STERLING COMPUTERS CORP	Check Total: 321.00	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
0078124	08/06/2020	9043	40G QSFP+ Parallel Breakout MPO to 4xLC	01 2230 650 000 000	249.00	
0078124	08/06/2020	9043	40GE QSFP+ Passive Direct Attach Cable,	01 2230 650 000 000	72.00	
Check Number: 59145	Check Type: Check	Check Date: 08/10/2020	Vendor: TEACHINGST	TEACHING STRATEGIES, LLC	Check Total: 597.50	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
0378649-IN	06/09/2020	8943	state mandated prek-sped assessment	01 1200 640 001 902	597.50	
Check Number: 59146	Check Type: Check	Check Date: 08/10/2020	Vendor: VERIZON	VERIZON WIRELESS	Check Total: 327.96	
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

User ID: WILLIAMSE

Checking Account: 01

GENERAL FUND 01-101

Invoice Number	Invoice Date	PO Number	Detail Description	Chart of Account Number	Detail Amount
9859109903	07/20/2020		CELL PHONE SERVICE	01 2510 530 000 000	327.96
Check Number: 59147					
Check Type: Check Check Date: 08/10/2020 Vendor: WENGERCORP WENGER CORPORATION Check Total: 2,625.00					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
785657	07/30/2020	8903	Additional Show Choir Platform Risers an	01 1100 733 001 032	2,625.00
Check Number: 59148					
Check Type: Check Check Date: 08/10/2020 Vendor: WESTERNNEO WESTERN NEBRASKA OBSERVER Check Total: 571.67					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
68962	06/18/2020		CLASS DISPLAY AD-PARA PROFESSIONAL	01 2310 540 000 000	25.50
69114	07/02/2020		LEGAL NOTICE PUB 07/01 - 04.20 MINUTES	01 2310 540 000 000	233.08
69146	07/09/2020		LEGAL NOTICE - 07/09 NOTICE OF MEETING	01 2310 540 000 000	12.44
69147	07/09/2020		LEGAL NOTICE- 07/09 PUBLIC NOTICE	01 2310 540 000 000	7.94
69200	07/09/2020		CLASS DISPLAY AD-BUSINESS MANAGER WANT	01 2310 540 000 000	51.00
692350	07/16/2020		CLASS DISPLAY AD - PARA WANTED	01 2310 540 000 000	25.50
692517	07/31/2020		LEGAL NOTICE - MINUTES	01 2310 540 000 000	216.21
Check Number: 59149					
Check Type: Check Check Date: 08/10/2020 Vendor: INNOVATIVO INNOVATIVE OFFICE SOLUTIONS LLC Check Total: 405.16					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
IN3025052	07/08/2020	8833	Disinfecting Wipes	01 1100 610 001 042	24.70
IN3025052	07/08/2020	8833	CRAYOLA COLORED PENCILS	01 1100 610 003 011	52.56
IN3025052	07/08/2020	8833	Pencil Sharpener - Electric	01 1100 610 003 014	27.60
IN3025052	07/08/2020	8833	PENCIL SHARPENER	01 1100 733 003 011	27.60
IN3025052	07/08/2020	8833	Electric Sharpener	01 1200 610 001 902	13.80
IN3025052	07/08/2020	8833	electric pencil sharpener	01 1200 610 003 902	13.80
IN3025052	07/08/2020	8833	Electric Pencil sharpner	01 1200 733 003 902	13.80
IN3025052	07/08/2020	8833	Pencil Sharpener - Electric	01 2410 610 001 000	41.40
IN3025052	07/08/2020	8833	Electric Pencil Sharpener	01 2410 733 003 000	27.60
IN3025052	07/08/2020	8833	CLOROX WIPES	01 2610 610 001 000	98.80
IN3028589	07/31/2020	8833	PADLOCK COMBINATION BK	01 1100 610 001 040	63.50
Check Number: 59150					
Check Type: Check Check Date: 08/10/2020 Vendor: MENARDS MENARDS - SCOTTSBLUFF Check Total: 138.88					
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
16166	07/16/2020	9014	Baseboard, district office	01 2620 720 001 000	138.88

*Denotes Expensed Invoice Item

Checking Account ID: 01

Total without Voids: 68,338.48

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 02

DEPRECIATION FUND 02-101

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
Check Number: 1220 Check Type: Check Check Date: 08/10/2020 Vendor: INSIGHTPUB INSIGHT PUBLIC SECTOR, INC. Check Total: 3,517.19					
1100744445	06/29/2020	8974	VMware vSphere Essentials Plus Kit - (v.	02 2900 733 000 000	2,440.66
1100744445	06/29/2020	8974	VMware Support and Subscription Producti	02 2900 733 000 000	1,076.53
Check Number: 1221 Check Type: Check Check Date: 08/10/2020 Vendor: STERLINGCO STERLING COMPUTERS CORP Check Total: 28,096.13					
0076012	07/06/2020	8953	PowerEdge VRTX Tower Chassis, Per Quote:	02 2900 733 000 000	13,142.66
0076012	07/06/2020	8953	PowerEdge M640 Server, Per Quote: Q-0032	02 2900 733 000 000	14,953.47
Check Number: 1222 Check Type: Check Check Date: 08/10/2020 Vendor: BORDERSTAT BORDER STATES INDUSTRIES Check Total: 0.00					
920142887	06/15/2020	8812	High bay light fixtures for ag shop	02 2900 733 000 000	242.10
920330710	07/17/2020	8812	High bay light fixtures for ag shop	02 2900 733 000 000	(242.10)

*Denotes Expensed Invoice Item

Checking Account ID: 02

Total without Voids: 31,613.32

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 05

ACTIVITY FUND 05-101

Check Number: 17599	Check Type: Check	Check Date: 08/10/2020	Vendor: BSNSPORTSI	BSN SPORTS INC	Check Total:	629.05
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
909344010	06/30/2020	8840	MAT TAPE	05 2900 610 001 113	83.85	
909344010	06/30/2020	8840	MENS BADEN BASKETBALLS	05 2900 610 001 113	509.20	
909344010	06/30/2020	8840	FOOTBALL BALCK MOUTH GUARDS	05 2900 610 001 113	36.00	
Check Number: 17600	Check Type: Check	Check Date: 08/10/2020	Vendor: HOMETOWNH	HOMETOWN HARDWARE	Check Total:	158.31
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
482829	06/10/2020		FIREWORKS STAND PROJECT	05 2900 610 001 220	45.90	
482859	06/10/2020		FIREWORKS STAND PROJECT	05 2900 610 001 220	3.97	
483206	06/13/2020		FIREWORKS STAND PROJECT	05 2900 610 001 220	108.44	
Check Number: 17601	Check Type: Check	Check Date: 08/10/2020	Vendor: PANHANDLEC	PANHANDLE COOP ASSOCIATION	Check Total:	2.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>	
721256	06/12/2020		KIMBALL MSM CHRG	05 2900 610 001 501	2.00	

*Denotes Expensed Invoice Item

Checking Account ID: 05

Total without Voids: 789.36

Detail Check Register

Posted; Batch Description Print Checks-0002, 2020-08 b check batch

Checking Account: 06

SCHOOL NUTRITION FUND 06-101

Check Number: 5817 Check Type: Check Check Date: 08/10/2020 Vendor: CASHWADIST CASH-WA DISTRIBUTING Check Total: 9,644.76

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
12536145	07/09/2020		FOOD - HOT LUNCH PROGRAM	06 3100 630 001 000	3,508.33
12536145	07/09/2020		FOOD- ITEMS NOT DELIVERED	06 3100 630 001 000	(40.40)
12543660	07/16/2020		FOOD - HOT LUNCH PROGRAM	06 3100 630 001 000	2,604.58
12553076	07/23/2020		FOOD- HOT LUNCH PRGM	06 3100 630 001 000	3,031.63
12561658	07/30/2020		SUPPLIES	06 3100 610 001 000	540.62

Check Number: 5818 Check Type: Check Check Date: 08/10/2020 Vendor: HILANDDAIR HILAND DAIRY FOODS COMPANY, LLC Check Total: 1,871.63

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1710030	07/28/2020		CASES OF MILK	06 3100 630 001 000	423.15
1719814	07/07/2020		CASES OF MILK	06 3100 630 001 000	423.15
1719886	07/14/2020		CASES OF MILK	06 3100 630 001 000	504.53
1719951	07/21/2020		CASES OF MILK	06 3100 630 001 000	520.80

*Denotes Expensed Invoice Item

Checking Account ID: 06

Total without Voids: 11,516.39

Detail Check Register

Posted; Batch Description 2020-07 PREPAIDS, 2020-07 CARD SERVICES

Checking Account: 01

GENERAL FUND 01-101

Check Number:	Check Type:	Check Date:	Vendor:		Check Total:
59102	Check	07/23/2020	CARDSERVI	CARD SERVICES	1,349.31
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
1485024	06/03/2020	8892	easton softouch softball	01 1100 610 001 034	52.45
3741821	06/03/2020	8892	carleton badminton shuttle series	01 1100 610 001 034	29.98
4086656	06/01/2020	8788	DESKTOP ADDING MACHINE	01 2510 610 000 000	79.94
4457843	06/03/2020	8892	Chess game set	01 1100 610 001 034	55.93
4457843	06/03/2020	8892	portable air compressor	01 1100 610 001 034	65.59
4457843	06/03/2020	8892	air pump needles	01 1100 610 001 034	5.59
5094607	06/26/2020	8917	Trifold Folders	01 1200 610 003 902	17.01
7269829	06/24/2020	8972	Cartridge Assembly Repair Kits, High Sch	01 2610 610 001 000	149.72
8565820	06/24/2020	8964	Mulch-Lock, 1gal. concentrate	01 2610 610 000 000	33.50
9969855	05/28/2020	8926	Tripp Lite Portable Air Conditioner for	01 2230 733 000 000	583.99
POSTAGE - STAMPS	06/01/2020		USPS - POSTAGE STAMPS FOR OFFICE	01 2510 531 000 000	19.95
SUPPLIES 2020-06-06	06/06/2020		SUPPLIES FOR ELITE	01 6968 610 003 000	46.23
SUPPLIES 2020-06-08	06/08/2020		SUPPLIES FOR ELITE	01 6968 610 003 000	84.36
SUPPLIES-2020-06-14	06/08/2020		SUPPLIES FOR ELITE	01 6968 610 003 000	125.07
59103	Check	07/23/2020	KIMBALLCO2	KIMBALL COUNTY CLERK	80.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
REFUND - FACILITY US	07/23/2020		REFUND OF FACILIT USE FEE	01 1990	80.00
59104	Check	07/31/2020	KIMBALLPUB	KIMBALL PUBLIC SCHOOLS	3,179.89
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
STATE NE NUT FND COR	07/31/2020		2020-03 STATE OF NE NUTRI FUND DEPT CORR	01 3990	1,215.24
STATE NE NUT FND COR	07/31/2020		2020-04 STATE OF NE NUTRI FUND DEPT CORR	01 3990	516.42
STATE NE NUT FND COR	07/31/2020		2020-02 STATE OF NE NUTRI FUND DEPT CORR	01 9000	1,448.23

*Denotes Expensed Invoice Item

Checking Account ID: 01

Total without Voids: 4,609.20

Detail Check Register

Posted; Batch Description 2020-07 PREPAIDS, 2020-07 CARD SERVICES

User ID: WILLIAMSE

Checking Account: 02

DEPRECIATION FUND 02-101

Check Number: 1217	Check Type: Check	Check Date: 07/02/2020	Vendor: STRAUCHELE	STRAUCH ELECTRIC, LLC	Check Total: 11,850.00
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
4216	06/18/2020	8813	Remove old light fixtures, install new c	02 2900 733 000 000	11,850.00

*Denotes Expensed Invoice Item

Checking Account ID: 02

Total without Voids: 11,850.00

Detail Check Register

Posted; Batch Description 2020-07 PREPAIDS, 2020-07 CARD SERVICES

Checking Account: 06

SCHOOL NUTRITUION FUND 06-101

Check Number	Check Type	Check Date	Vendor		Check Total:
5813	Check	07/22/2020	KIMBALLPUB	KIMBALL PUBLIC SCHOOLS	35,092.68
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020-07 PR TRANSFER	07/15/2020		2020-01 - 2020-7 NUT FUND PR TRAN TO GEN	06 402	35,092.68
5814	Check	07/24/2020	HANKS	KRISTY HANKS	24.35
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
HANKS - LUNCH FUND	07/23/2020		HANKS - LUNCH FUND REFUND	06 1611	12.17
HANKS - LUNCH FUND	07/23/2020		HANKS - LUNCH FUND REFUND	06 1620	12.18
5815	Check	07/24/2020	BUNDYASH	ASHLEY BUNDY	67.70
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020 BUNDY LUNCH RND	07/24/2020		2020 - BUNDY LUNCH FUND REFUND	06 1620	67.70
5816	Check	07/24/2020	WITHROW	MICHELLE WITHROW	41.65
<u>Invoice Number</u>	<u>Invoice Date</u>	<u>PO Number</u>	<u>Detail Description</u>	<u>Chart of Account Number</u>	<u>Detail Amount</u>
2020 WITHROW L R	07/23/2020		2020 - WITHROW LUNCH FUND REFUND	06 1611	41.65

*Denotes Expensed Invoice Item

Checking Account ID: 06

Total without Voids: 35,226.38

**Kimball Public Schools
BOARD REPORT OF EXPENDITURES
AUGUST 10, 2020**

Checking #	Vendor Name	Invoice Description	Amount
PREPAIDS			
59102	AMAZON.COM	Cartridge Assemblies	\$ 1,073.70
59102	DOLLAR TREE	SUPPLIES FOR ELITE	\$ 46.23
59102	OTC BRANDS INC	SUPPLIES FOR ELITE	\$ 84.36
59102	WALMART	SUPPLIES FOR ELITE	\$ 125.07
59102	UNITED STATES POSTAL SERVICE	USPS-PSTAGE STAMPS FOR OFFICE	\$ 19.95
59103	KIMBALL COUNTY CLERK	REFUND OF FACILITY USE FEE	\$ 80.00
59104	KIMBALL COUNTY CLERK	STATE OF NE NUTR FUND DEPT CORRECTION	\$ 3,179.89
SUBTOTAL			\$ 4,609.20
REGULAR MONTHLY EXPENSES			
59105	ANDERSON'S	STU COUNCIL RBBN/STR GLTR	\$ 57.66
59106	AUTISM SOCIETY OF NEBRASKA	TRAINING FOR HEIDI CHELSEY	\$ 60.00
59107	B2 ENVIRONMENTAL	Air Clearance	\$ 1,250.00
59110	BLACK HILLS ENERGY	2020-07 UTILITIES FOR HS SHOP	\$ 734.54
59111	BORDER STATES INDUSTRIES	Light Fixtures	\$ 2,097.93
59112	BSN SPORTS INC	COOP	\$ 77.03
59113	CAPITAL BUSINESS SYSTEMS, INC	COPIER SUPPLIES/USAGE	\$ 990.29
59114	CENTURY LINK BUSINESS SERVIC	OUTBOUND VOIP SERVICE	\$ 274.74
59115	CITY OF KIMBALL	ELECTRIC, WATER, SEWER AND LANDFILL	\$ 9,974.24
59116	CULLIGAN	SOFTNER RENTAL	\$ 69.95
59117	DAS STATE ACCOUNTING - CENTR	REIMBURSIBLE DISTANCE LEARNING	\$ 229.32
59118	DOLLAR GENERAL-CHARGED SALI	Custodial Supplies	\$ 47.95
59119	EGAN SUPPLY CO	COOP SUPPLIES	\$ 229.44
59120	ESU #13	EDUCATIONAL SERVICES	\$ 2,701.65
59121	FIREFLY COMPUTERS	Grade 01 Chromebook Cart	\$ 22,014.00
59122	GRANITE TELECOMMUNICATIONS	TELEPHONE SERVICE 08.01.20 TO 08.31.20	\$ 306.85
59123	HERFF JONES, LLC	2020 DIPLOMAS	\$ 13.12
59124	HOMETOWN HARDWARE	Plug, Paint	\$ 667.95
59125	HOMETOWN USA	Screws/Paint	\$ 20.68
59126	IDEAL/BLUFFS FACILITY SOLUTION	Custodial Supplies	\$ 1,113.47
59149	INNOVATIVE OFFICE SOLUTIONS L	COOP	\$ 405.16
59127	INSIGHT PUBLIC SECTOR, INC.	FortiSwitch Tranceivers	\$ 2,555.98
59128	KIMBALL PLUMBING	URINAL AND IRRIGATION WATER REPAIR	\$ 343.67
59129	LINGO	CREDIT FOR REMAINING ACCOUNT BALANCE	\$ -
59150	MENARDS - SCOTTSBLUFF	Baseboard	\$ 138.88
59130	MIDWEST TECHNOLOGY PRODUC	coop	\$ 587.02
59131	NATIONAL ART & SCHOOL SUPPLII	COOP	\$ 1,256.56
59132	NEBRASKA RURAL COMMUNITY S	2020-2021 NRCSA MEMBERSHIP DUES	\$ 850.00
59133	NEBRASKA SAFETY AND FIRE EQL	ANNUAL MONITORING HIGH SCHOOL	\$ 360.00
59134	NORTHWEST EVALUATION ASSOC	NWEA ANNUAL SUBSCRIPTION	\$ 2,385.00
59135	PAPER101	DISINFECTING WIPES FOR DISTRICT	\$ 1,794.08
59136	PERRY, GUTHERY, HAASE & GESS	LEGAL SERVICES	\$ 1,050.00
59137	R & R SERVICE	REBUILD AND REPAIR DRILL BATTERIES	\$ 610.91
59138	SANDBERG IMPLEMENT	Spindle Assembly	\$ 372.12

59139 SCHOLASTIC INC	SCOPE MAGAZINE	\$	719.73
59140 SCHOOL LIFE	SWAG TAGS	\$	68.90
59141 SCHOOL SPECIALTY INC.	COOP	\$	204.58
59142 SOFTWARE UNLIMITED, INC.	ANNUAL SOFTWARE RENEWAL 2020- 2021	\$	7,050.00
59143 STAR-HERALD	2020 HS LIBRARY SUBSCRIPTION	\$	211.95
59144 STERLING COMPUTERS CORP	Network Cables/Components	\$	321.00
59145 TEACHING STRATEGIES, LLC	State mandated Prek -sped assessment	\$	597.50
59146 VERIZON WIRELESS	CELL PHONE SERVICE	\$	327.96
59147 WENGER CORPORATION	2 4X8 Platform Risers, assorted legs	\$	2,625.00
59148 WESTERN NEBRASKA OBSERVER	LEGAL NOTICE PUB 07/01 - 04.20 MINUTES	\$	571.67
		GENERAL FUND SUBTOTAL \$	68,338.48

GENERAL FUND TOTAL \$ 72,947.68

DEPRECIATION FUND

1222 BORDER STATES INDUSTRIES	High Bay Light Fixtures	\$	-
1220 INSIGHT PUBLIC SECTOR, INC.	Server Virtualization Software	\$	3,517.19
1221 STERLING COMPUTERS CORP	Server Upgrade	\$	28,096.13
1217 STRAUCH ELECTRIC, LLC	Installation, Light fixtures	\$	11,850.00
		DEPRECIATION FUND TOTAL \$	43,463.32

NUTRITION FUND

5813 KIMBALL PUBLIC SCHOOLS	2020-01-2020-7 NUTRITION FUND TRANSFER	\$	35,092.68
5814 HANKS, KRISTY	HANKS-LUNCH FUND REFUND	\$	24.35
5815 BUNDY, ASHLEY	2020-BUNDY LUNCH FUND REFUND	\$	67.70
5816 WITHROW, MICHELLE	2020-WITHROW LUNCH FUND REFUND	\$	41.65
5817 CASH-WA DISTRIBUTING	FOOD - HOT LUNCH PROGRAM	\$	9,644.76
5818 HILAND DAIRY FOODS COMPANY,	CASES OF MILK	\$	1,871.63
		NUTRITION FUND TOTAL \$	46,742.77

Monthly Finance Report to the Board

August 2020

**Reconciled Balances as of July 31, 2020		
(Balance on Books)		
	2018-2019	2019-2020
General - Checking	\$ 29,529.81	\$ 50,478.36
General - Savings	\$ 754,776.36	\$ 1,210,126.14
Depreciation	\$ 450,484.94	\$ 306,652.30
Activity	\$ 89,143.33	\$ 77,498.32
Nutrition	\$ 4,957.61	\$ 25,620.98
Spec Building	\$ 615,825.50	\$ 526,203.19
FUNDS TOTAL	\$ 1,944,717.55	\$ 2,196,579.29

Three Year Comparison			
GF Revenue			
	2017-2018	2018-2019	2019-2020
September	\$ 1,456,023.97	\$ 1,674,716.17	\$ 1,620,676.61
October	\$ 596,507.94	\$ 328,608.83	\$ 370,455.02
November	\$ 118,377.90	\$ 87,288.07	\$ 258,073.12
December	\$ 270,429.57	\$ 136,608.94	\$ 167,672.61
January	\$ 860,929.33	\$ 1,020,532.58	\$ 805,516.30
February	\$ 612,298.36	\$ 428,411.11	\$ 400,889.47
March	\$ 190,681.02	\$ 317,408.46	\$ 535,707.21
April	\$ 192,830.96	\$ 174,383.25	\$ 239,416.68
May	\$ 1,824,327.55	\$ 2,028,252.91	\$ 2,145,728.69
June	\$ 521,493.62	\$ 373,908.45	\$ 362,631.27
July	\$ 78,829.38	\$ 116,622.63	\$ 89,372.97
August	\$ 109,462.55	\$ 96,551.91	
Running Total (YTD)	\$ 6,722,729.60	\$ 6,686,741.40	\$ 6,996,139.95
Total Revenue	\$ 6,832,192.15	\$ 6,783,293.31	\$ 6,996,139.95
Annual Budget	\$ 6,834,121.81	\$ 6,847,053.62	\$ 7,277,586.14
% of Bud Rec	99.97%	99.07%	96.13%

Three Year Comparison			
GF Expenditures			
	2017-2018	2018-2019	2019-2020
September	\$ 531,123.53	\$ 608,238.54	\$ 541,823.80
October	\$ 670,685.48	\$ 611,347.94	\$ 548,075.31
November	\$ 582,206.76	\$ 609,666.54	\$ 519,493.45
December	\$ 614,846.47	\$ 601,069.51	\$ 540,714.86
January	\$ 564,388.08	\$ 583,030.03	\$ 676,424.14
February	\$ 545,260.09	\$ 542,677.99	\$ 511,251.42
March	\$ 541,152.64	\$ 559,945.08	\$ 526,225.98
April	\$ 550,721.85	\$ 643,327.15	\$ 576,718.62
May	\$ 639,320.90	\$ 616,555.11	\$ 514,281.03
June	\$ 604,557.00	\$ 624,133.34	\$ 504,472.75
July	\$ 511,652.89	\$ 518,298.84	\$ 460,962.76
August	\$ 696,456.38	\$ 685,675.68	
Running Total (YTD)	\$ 6,355,915.69	\$ 6,518,290.07	\$ 5,920,444.12
Total Expenditures	\$ 7,052,372.07	\$ 7,203,965.75	\$ 5,920,444.12
	17-18	18-19	19-20
Annual Budget	\$ 8,906,874.00	\$ 8,622,972.83	\$ 8,980,315.56
% of Bud Spent	79.18%	83.54%	65.93%

August GF Expenditures		
	2018-2019	2019-2020
GF Bills Payable	\$ 44,293.20	\$ 72,947.68
Payroll Gross		\$ 273,580.22
Payroll Insurance		\$ 70,324.32
NE School Retirement		\$ 26,136.42
FICA Taxes		\$ 20,870.33
GF Payroll (Including Ins, RET& Tax)	\$ -	\$ 390,911.29
	\$ 44,293.20	\$ 854,770.26
August Revenue		
Beginning Cash Checking		\$ 50,478.36
Beginning Cash Savings		\$ 1,210,126.14
GF Transfer		\$ 410,000.00
State Aid - TEEOSA		
SPED		
Kimball County		\$ 108,952.12
Total Month Available		\$ 1,779,556.62

August Nutrition Fund		
	2018-2019	2019-2020
NF Bills Payable	\$12,810.31	
NF Payroll	\$8,993.95	\$8,236.92
	\$21,804.26	\$8,236.92
July Revenue		
Beginning Cash		\$25,620.98
General Fund Transfers		\$45,000.00
Lunch Vanco Revenue		
SFSP Lunch Claim		\$22,480.11
Adult Lunch Revenue		
State Match Reimbursement		
		\$93,101.09

BOARD BUDGET REPORT OF REVENUES
Regular; Previous Year 1 09/2019; Processing Month 07/2020

Acct #	Acct Description	Current Mo	YTD	Budget	% of Budget	Prev Yr Mo	Prev YTD	Prev Budget	Prev % of Budget
01	GENERAL FUND								
01 1100	PROPERTY TAXES	43,499.40	5,428,632.94	5,868,977.73	92.50	1,584,065.18	1,584,065.18	5,868,977.73	26.99
01 1115	CARLINE TAXES	0.00	26,089.69	35,000.00	74.54	4,686.29	4,686.29	35,000.00	13.39
01 1125	MOTOR VEHICLE TAXES	26,513.72	211,398.67	250,000.00	84.56	23,023.47	23,023.47	250,000.00	9.21
01 1140	PROP TAX PENALTIES & INTEREST	1,016.00	29,107.64	20,000.00	145.54	1,758.87	1,758.87	20,000.00	8.79
01 1311	DRIVER EDUCATION FEES	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00
01 1510	INTEREST	811.01	6,223.48	7,500.00	82.98	754.67	754.67	7,500.00	10.06
01 1911	LOCAL LICENSE FEES AND COURT FINES	0.00	7,045.38	2,500.00	281.82	1,970.00	1,970.00	2,500.00	78.80
01 1921	POLICE COURT FINES	0.00	918.50	1,500.00	61.23	118.50	118.50	1,500.00	7.90
01 1951	MISC REVENUE OTHER SCHOOL DIST	3,275.00	10,534.57	0.00	0.00	0.00	0.00	0.00	0.00
01 1960	ABSORB UNUSED BUDGET AUTHORITY	0.00	0.00	322,014.41	0.00	0.00	0.00	322,014.41	0.00
01 1990	OTHER LOCAL REVENUE	0.00	305.90	1,000.00	30.59	85.53	85.53	1,000.00	8.55
01 2110	COUNTY FINES & LICENSE FEES	3,075.36	54,492.95	50,000.00	108.99	4,214.10	4,214.10	50,000.00	8.43
01 3110	STATE AID EDUCATION	5.98	41,048.36	45,540.00	90.14	0.00	0.00	45,540.00	0.00
01 3120	STATE AID - SPED	0.00	304,932.00	250,000.00	121.97	0.00	0.00	250,000.00	0.00
01 3125	SPED SCHOOL AGE TRANSPORTATION	0.00	8,146.00	0.00	0.00	0.00	0.00	0.00	0.00
01 3130	HOMESTEAD ALLOCATION	14,356.39	71,460.61	0.00	0.00	0.00	0.00	0.00	0.00
01 3131	PROPERTY TAX CREDIT	0.00	333,811.64	0.00	0.00	0.00	0.00	0.00	0.00
01 3132	PROP TAX CREDIT-RAILROADS/PUBLIC SERVICE	0.00	37,047.21	0.00	0.00	0.00	0.00	0.00	0.00
01 3133	NAMEPLATE CAPACITY TAX	0.00	63,581.38	0.00	0.00	0.00	0.00	0.00	0.00
01 3180	PRO RATA MOTOR VEHICLE	0.00	9,169.92	10,000.00	91.70	0.00	0.00	10,000.00	0.00
01 3400	STATE APPORTNMENT	0.00	51,756.41	50,000.00	103.51	0.00	0.00	50,000.00	0.00
01 3512	DISTRICT ED INCENTIVE	0.00	5,071.14	4,564.00	111.11	0.00	0.00	4,564.00	0.00
01 3535	HIGH ABILITY LEARNERS	0.00	4,618.00	4,000.00	115.45	0.00	0.00	4,000.00	0.00
01 3990	OTHER STATE RECEIPTS	(1,731.66)	35.15	0.00	0.00	0.00	0.00	0.00	0.00
01 4310	REAP - US DEPT OF ED	0.00	42,805.00	40,000.00	107.01	0.00	0.00	40,000.00	0.00
01 4505	TITLE I	0.00	89,413.00	85,000.00	105.19	0.00	0.00	85,000.00	0.00
01 4506	TITLE I ACCOUNTABILITY	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
01 4509	TITLE II, PART A	0.00	18,263.00	15,000.00	121.75	0.00	0.00	15,000.00	0.00
01 4512	IDEA PART B BASE ALLOCATION	0.00	52,952.00	50,000.00	105.90	0.00	0.00	50,000.00	0.00
01 4516	IDEA BASE 3-5	0.00	5,805.00	5,000.00	116.10	0.00	0.00	5,000.00	0.00
01 4519	IDEA PART B	0.00	58,054.00	60,000.00	96.76	0.00	0.00	60,000.00	0.00
01 4521	IDEA PART B PROPORTIONATE SHARE	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
01 4530	PBIS - OTHER FEDERAL REVENUES	0.00	0.00	20,000.00	0.00	0.00	0.00	20,000.00	0.00
01 4531	AFTERSCHOOL-TITLE IV, PART B	0.00	0.00	60,500.00	0.00	0.00	0.00	60,500.00	0.00
01 4708	MEDICAID RECEIPTS/M.I.P.S	0.00	6,846.93	490.00	1,397.33	0.00	0.00	490.00	0.00
01 4709	MECCA TECH MONIES	0.00	16,440.63	10,000.00	164.41	0.00	0.00	10,000.00	0.00
01 9000	Non Program Receipts	(1,448.23)	68.24	0.00	0.00	0.00	0.00	0.00	0.00
		<u>89,372.97</u>	<u>6,996,075.34</u>	<u>7,277,586.14</u>	<u>96.13</u>	<u>1,620,676.61</u>	<u>1,620,676.61</u>	<u>7,277,586.14</u>	<u>22.27</u>
01	GFNFRAI FUND	89,372.97	6,996,075.34	7,277,586.14	96.13	1,620,676.61	1,620,676.61	7,277,586.14	22.27
02	DEPRECIATION FUND								
02 1510	INTEREST ON LOCAL REV RECEIPTS	186.70	2,552.82	5,000.00	51.06	318.09	318.09	5,000.00	6.36
02 5200	TRANSFERS FROM OTHER FUNDS	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00
		<u>186.70</u>	<u>2,552.82</u>	<u>205,000.00</u>	<u>1.25</u>	<u>318.09</u>	<u>318.09</u>	<u>205,000.00</u>	<u>0.16</u>
02	DEPRECIATION FUND	186.70	2,552.82	205,000.00	1.25	318.09	318.09	205,000.00	0.16
05	ACTIVITIES								
05 1710 0100	ATHLETIC FUND	1,050.25	2,352.31	25,000.00	9.41	0.00	0.00	25,000.00	0.00
05 1710 0101	ACTIVITY TICKETS	0.00	1,650.00	3,000.00	55.00	1,385.00	1,385.00	3,000.00	46.17
05 1710 0110	FB GATE RECEIPTS	0.00	2,716.00	3,500.00	77.60	1,397.00	1,397.00	3,500.00	39.91
05 1710 0120	VB GATE RECEIPTS	0.00	2,624.00	2,000.00	131.20	796.00	796.00	2,000.00	39.80
05 1710 0130	XC ENTRY FEES	0.00	600.00	500.00	120.00	600.00	600.00	500.00	120.00
05 1710 0137	CHEERLEADING TRAVEL	0.00	10.00	0.00	0.00	0.00	0.00	0.00	0.00
05 1710	BBB/GBB GATE RECEIPTS	0.00	5,692.10	7,000.00	81.32	0.00	0.00	7,000.00	0.00

BOARD BUDGET REPORT OF REVENUES
Regular; Previous Year 1 09/2019; Processing Month 07/2020

Acct #	Acct Description	Current Mo	YTD	Budget	% of Budget	Prev Yr Mo	Prev YTD	Prev Budget	Prev % of Budget
0140									
05 1710 0150	WR GATE RECEIPTS	0.00	176.00	0.00	0.00	0.00	0.00	0.00	0.00
05 1710 0170	BOYS GOLF ENTRY FEES	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00
05 1710 0176	GIRLS GOLF ENTRY FEES	0.00	140.00	150.00	93.33	140.00	140.00	150.00	93.33
05 1710 0180	JH FOOTBALL	0.00	613.00	400.00	153.25	295.00	295.00	400.00	73.75
05 1710 0181	JH VOLLEYBALL	0.00	1,042.01	500.00	208.40	544.01	544.01	500.00	108.80
05 1710 0182	JH BASKETBALL	0.00	1,027.25	800.00	128.41	0.00	0.00	800.00	0.00
05 1710 0183	JH WRESTLING	0.00	1,085.00	800.00	135.63	0.00	0.00	800.00	0.00
05 1710 0184	JH TRACK	0.00	0.00	1,200.00	0.00	0.00	0.00	1,200.00	0.00
05 1710 0201	TRANSFER ACCOUNT	0.00	300.76	15,000.00	2.01	40.00	40.00	15,000.00	0.27
05 1710 0202	YEARBOOK	0.00	598.00	2,000.00	29.90	368.00	368.00	2,000.00	18.40
05 1710 0203	VO AG PROJECT MATERIALS	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
05 1710 0205	FFA PLASMAMACAM FUND	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
05 1710 0209	POP FUND	0.00	178.90	500.00	35.78	0.00	0.00	500.00	0.00
05 1710 0210	PADLOCK DEPOSITS	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00
05 1710 0211	BOOK FINES/FEES	0.00	0.00	500.00	0.00	0.00	0.00	500.00	0.00
05 1710 0215	SPEECH	0.00	777.00	1,000.00	77.70	0.00	0.00	1,000.00	0.00
05 1710 0216	WORLD STRIDES TRIP FUND	0.00	0.00	750.00	0.00	0.00	0.00	750.00	0.00
05 1710 0220	WOODSHOP PROJECTS	0.00	12,323.64	2,000.00	616.18	2,000.00	2,000.00	2,000.00	100.00
05 1710 0255	SANTA'S ELVES DONATION FUND	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
05 1710 0265	JH QUIZ BOWL	0.00	250.00	500.00	50.00	0.00	0.00	500.00	0.00
05 1710 0321	CLASS OF 2021	0.00	17,461.30	16,000.00	109.13	2,524.75	2,524.75	16,000.00	15.78
05 1710 0322	CLASS OF 2022	0.00	420.50	2,500.00	16.82	0.00	0.00	2,500.00	0.00
05 1710 0323	CLASS OF 2023	0.00	460.00	500.00	92.00	0.00	0.00	500.00	0.00
05 1710 0400	GRADE ACTIVITY MISCELLANEOUS	109.60	532.60	1,500.00	35.51	0.00	0.00	1,500.00	0.00
05 1710 0502	HS INTEREST EARNED ON ACCOUNT	10.19	291.07	500.00	58.21	50.71	50.71	500.00	10.14
05 1710 0601	BAND ACTIVITY	530.90	1,103.55	1,500.00	73.57	0.00	0.00	1,500.00	0.00
05 1710 0602	SCHOOL INSTRUMENT & REPAIRS	0.00	50.00	1,500.00	3.33	0.00	0.00	1,500.00	0.00
05 1710 0606	SHOW CHOIR UNIFORMS	620.00	5,896.00	5,000.00	117.92	0.00	0.00	5,000.00	0.00
05 1710 0607	ELEM SHOW CHOIR	0.00	670.25	750.00	89.37	0.00	0.00	750.00	0.00
05 1710 0701	FFA FUND	890.00	3,653.00	18,000.00	20.29	0.00	0.00	18,000.00	0.00
05 1710 0705	CHEERLEADING FUNDRAISING	0.00	2,940.00	25,000.00	11.76	640.00	640.00	25,000.00	2.56
05 1710 0707	INTERACT CLUB	0.00	2,076.20	2,500.00	83.05	253.75	253.75	2,500.00	10.15
05 1710 0711	HS STUCO FUNDRAISER	0.00	158.00	2,000.00	7.90	0.00	0.00	2,000.00	0.00
05 1710 0713	NATIONAL HONOR SOCIETY FUNDRAISER	0.00	0.00	350.00	0.00	0.00	0.00	350.00	0.00
05 1710 0715	XC FUNDRAISING	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
05 1710 0717	BOYS GOLF FUNDRAISING	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00

BOARD BUDGET REPORT OF REVENUES

Regular; Previous Year 1 09/2019; Processing Month 07/2020

User ID: WILLIAMSE

Acct #	Acct Description	Current Mo	YTD	Budget	% of Budget	Prev Yr Mo	Prev YTD	Prev Budget	Prev % of Budget
05 1710 0719	GIRLS GOLF FUNDRAISING	0.00	1,539.03	1,000.00	153.90	1,539.03	1,539.03	1,000.00	153.90
05 1710 0721	FB FUNDRAISING	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
05 1710 0723	VOLLEYBALL FUND	0.00	11,288.60	5,000.00	225.77	9,460.00	9,460.00	5,000.00	189.20
05 1710 0725	BBB FUNDRAISING	0.00	800.00	500.00	160.00	0.00	0.00	500.00	0.00
05 1710 0727	GBB FUNDRAISING	0.00	1,801.00	3,000.00	60.03	0.00	0.00	3,000.00	0.00
05 1710 0729	WRESTLING FUNDRAISING	0.00	652.00	750.00	86.93	0.00	0.00	750.00	0.00
05 1710 0731	TRACK FUNDRAISING	0.00	0.00	4,000.00	0.00	0.00	0.00	4,000.00	0.00
05 1710 0739	STAND	0.00	0.00	2,000.00	0.00	0.00	0.00	2,000.00	0.00
05 1710 0743	MATH CLUB	0.00	0.00	100.00	0.00	0.00	0.00	100.00	0.00
05 1710 0753	SPEECH FUNDRAISING	33.00	209.00	250.00	83.60	0.00	0.00	250.00	0.00
05 1710 0755	ONE ACT FUNDRAISING	0.00	404.00	1,000.00	40.40	0.00	0.00	1,000.00	0.00
05 1710 0759	CIVICS FUNDRAISER	119.00	821.95	0.00	0.00	0.00	0.00	0.00	0.00
		<u>3,362.94</u>	<u>87,384.02</u>	<u>171,150.00</u>	<u>51.06</u>	<u>22,033.25</u>	<u>22,033.25</u>	<u>171,150.00</u>	<u>12.87</u>
05	ACTIVITIES	3,362.94	87,384.02	171,150.00	51.06	22,033.25	22,033.25	171,150.00	12.87
06	SCHOOL NUTRITION								
06 1611	STUDENT LUNCHES	(13,819.39)	52,067.20	75,000.00	69.42	10,932.14	10,932.14	75,000.00	14.58
06 1612	STUDENT BREAKFASTS	0.00	5,342.75	8,000.00	66.78	333.60	333.60	8,000.00	4.17
06 1613	SPECIAL MILK PROGRAM	0.00	154.10	500.00	30.82	13.80	13.80	500.00	2.76
06 1620	FOOD PROGRAM ADULT RECEIPTS	(79.88)	28,789.97	35,000.00	82.26	1,729.10	1,729.10	35,000.00	4.94
06 1990	OTHER LOCAL RECEIPTS	0.00	0.00	1,000.00	0.00	0.00	0.00	1,000.00	0.00
06 3150	SCHOOL LUNCH-STATE SHARE	42,019.45	171,713.53	150,000.00	114.48	5,893.14	5,893.14	150,000.00	3.93
06 5200	TRANSFERS FROM OTHER FUNDS	0.00	45,000.00	88,433.64	50.89	0.00	0.00	88,433.64	0.00
		<u>28,120.18</u>	<u>303,067.55</u>	<u>357,933.64</u>	<u>84.67</u>	<u>18,901.78</u>	<u>18,901.78</u>	<u>357,933.64</u>	<u>5.28</u>
06	SCHOOL NUTRITION	28,120.18	303,067.55	357,933.64	84.67	18,901.78	18,901.78	357,933.64	5.28
08	SPECIAL BUILDING FUND								
08 1100	PROPERTY TAXES	1,099.86	137,641.01	148,500.00	92.69	40,621.95	40,621.95	148,500.00	27.35
08 1115	CARLINE TAXES	0.00	661.73	900.00	73.53	120.17	120.17	900.00	13.35
08 1140	PROP TAXES PENALTIES & INTEREST	25.67	747.29	500.00	149.46	47.83	47.83	500.00	9.57
08 1510	INTEREST ON LOCAL REV RECEIPTS	312.48	3,581.21	5,000.00	71.62	481.04	481.04	5,000.00	9.62
08 1920	CONTRIBUTIONS/DONATIONS PRIVATE	0.00	2,500.00	0.00	0.00	0.00	0.00	0.00	0.00
08 3130	HOMESTEAD ALLOCATION	363.27	1,808.22	0.00	0.00	0.00	0.00	0.00	0.00
08 3131	PROPERTY TAX CREDIT	0.00	8,446.29	0.00	0.00	0.00	0.00	0.00	0.00
08 3132	PROP TAX CREDIT-RAILROADS/PUBLIC SERVICE	0.00	937.39	0.00	0.00	0.00	0.00	0.00	0.00
08 3133	NAMEPLATE CAPACITY TAX	0.00	1,608.77	0.00	0.00	0.00	0.00	0.00	0.00
08 3180	PRO-RATA MOTOR VEHICLE	0.00	232.94	250.00	93.18	0.00	0.00	250.00	0.00
		<u>1,801.28</u>	<u>158,164.85</u>	<u>155,150.00</u>	<u>101.94</u>	<u>41,270.99</u>	<u>41,270.99</u>	<u>155,150.00</u>	<u>26.60</u>
08	SPECIAL BUILDING FUND	1,801.28	158,164.85	155,150.00	101.94	41,270.99	41,270.99	155,150.00	26.60
Grand Total:		<u>122,844.07</u>	<u>7,547,244.58</u>	<u>8,166,819.78</u>	<u>92.41</u>	<u>1,703,200.72</u>	<u>1,703,200.72</u>	<u>8,166,819.78</u>	<u>20.86</u>

BOARD BUDGET REPORT OF EXPENSES

Regular; Previous Year 1 09/2019; Processing Month 07/2020

User ID: WILLIAMSE

Object #		Current Mo	YTD	Budget	% of Budget	Prev Yr Mo	Prev YTD	Prev Budget	Prev % of Budget
01	GENERAL FUND								
000	AMT ABSORB UNUSED BUDGET AUTH	0.00	0.00	1,676,535.72	0.00	0.00	0.00	1,676,535.72	0.00
105	EXECUTIVE ADMINISTRATION SALARIES	0.00	127,623.08	156,000.00	81.81	11,666.67	11,666.67	156,000.00	7.48
110	SALARIES NON-INSTRUCTIONAL	32,469.23	386,754.01	438,000.00	88.30	35,994.84	35,994.84	438,000.00	8.22
111	SALARIES TEACHERS/PROF STAFF	212,050.71	2,301,897.12	2,542,570.00	90.53	208,542.21	208,542.21	2,542,570.00	8.20
112	SALARIES PARAS	3,118.72	262,097.93	321,335.00	81.57	5,295.62	5,295.62	321,335.00	1.65
114	SALARIES DIRECTOR	3,393.75	24,203.75	18,250.00	132.62	2,018.75	2,018.75	18,250.00	11.06
116	SALARIES PROFESSIONAL NON-CERTIFIED	11,663.69	144,450.77	172,500.00	83.74	14,141.34	14,141.34	172,500.00	8.20
120	SUBSTITUTE NON-INSTRUCTIONAL	0.00	93.00	0.00	0.00	0.00	0.00	0.00	0.00
123	SUBSTITUTES SALARIES - TEACHERS	0.00	30,938.28	61,000.00	50.72	200.00	200.00	61,000.00	0.33
126	SUBSTITUTES SALARIES - PROFESSIONAL	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
130	OVERTIME NON-INSTRUCTIONAL	118.13	2,466.01	3,500.00	70.46	41.36	41.36	3,500.00	1.18
132	OVERTIME PARAS	0.00	1,405.25	0.00	0.00	0.00	0.00	0.00	0.00
150	ADDITIONAL COMP NON-INSTRUCTIONAL	44.13	12,545.93	15,000.00	83.64	44.13	44.13	15,000.00	0.29
151	ADDITIONAL COMP TEACHERS/PROF STAFF	13,489.98	146,352.03	155,000.00	94.42	8,716.48	8,716.48	155,000.00	5.62
152	ADDITIONAL COMP PARAS	0.00	1,941.50	5,000.00	38.83	194.15	194.15	5,000.00	3.88
159	STIPENDS PAID TO DISTRICT STAFF	0.00	1,600.00	0.00	0.00	0.00	0.00	0.00	0.00
210	GROUP INSURANCE NON-INSTRUCTIONAL	6,449.39	66,328.56	83,385.00	79.54	5,862.43	5,862.43	83,385.00	7.03
211	GROUP INSURANCE TEACHERS/PROF STAFF	54,101.12	591,484.34	741,300.00	79.79	49,111.71	49,111.71	741,300.00	6.63
212	GROUP INSURANCE PARAS	23.64	1,488.77	485.00	306.96	176.22	176.22	485.00	36.33
214	GROUP INSURANCE DIRECTOR	0.00	2.90	0.00	0.00	2.90	2.90	0.00	0.00
215	GROUP INSURANCE SUPERINTENDENT	0.00	29.00	35.00	82.86	2.90	2.90	35.00	8.29
216	GROUP INSURANCE PROFESSIONAL NONCERTIFIE	4,087.27	44,959.97	52,100.00	86.30	4,087.27	4,087.27	52,100.00	7.85
220	SOCIAL SECURITY NON-INSTRUCTIONAL	2,323.05	28,565.45	34,704.50	82.31	2,591.98	2,591.98	34,704.50	7.47
221	SOCIAL SECURITY TEACHERS/PROF STAFF	16,749.07	181,530.64	194,806.61	93.19	16,115.75	16,115.75	194,806.61	8.27
222	SOCIAL SECURITY PARAS	238.57	19,207.83	24,582.12	78.14	351.81	351.81	24,582.12	1.43
223	SOCIAL SECURITY SUB TEACHERS	0.00	2,366.86	4,666.50	50.72	15.30	15.30	4,666.50	0.33
224	SOCIAL SECURITY DIRECTOR	259.62	1,851.62	1,396.13	132.63	154.45	154.45	1,396.13	11.06
225	SOCIAL SECURITY SUPERINTENDENT	0.00	8,983.45	11,934.00	75.28	886.94	886.94	11,934.00	7.43
226	SOCIAL SECURITY PROFESSIONAL/NONCERTIFIE	868.59	10,795.18	13,196.25	81.80	1,060.42	1,060.42	13,196.25	8.04
229	SOCIAL SECURITY EARLY RETIREMENT	0.00	4,712.40	0.00	0.00	0.00	0.00	0.00	0.00
230	RETIREMENT NON-INSTRUCTIONAL	3,223.26	38,608.58	43,314.77	89.13	3,454.68	3,454.68	43,314.77	7.98
231	RETIREMENT TEACHERS/PROF STAFF	22,278.44	241,455.74	250,018.31	96.58	21,460.37	21,460.37	250,018.31	8.58
232	RETIREMENT PARAS	136.24	25,543.21	31,049.38	82.27	542.27	542.27	31,049.38	1.75
234	RETIREMENT DIRECTOR	0.00	0.00	1,802.70	0.00	0.00	0.00	1,802.70	0.00
235	RETIREMENT SUPERINTENDENT	0.00	12,606.35	15,409.37	81.81	1,152.41	1,152.41	15,409.37	7.48
236	RETIREMENT PROFESSIONAL NONCERTIFIED	1,152.12	14,268.63	17,039.20	83.74	1,396.86	1,396.86	17,039.20	8.20
239	EARLY RETIREMENT	0.00	60,158.04	60,000.00	100.26	0.00	0.00	60,000.00	0.00
270	WORKERS COMP NON-INSTRUCTIONAL	0.00	10,161.00	11,000.00	92.37	10,161.00	10,161.00	11,000.00	92.37
271	WORKMEN'S COMP TEACHERS/PROF STAFF	0.00	11,764.00	16,000.00	73.53	11,001.00	11,001.00	16,000.00	68.76
280	HEALTH BENEFIT PAID NON-INSTRUCTIONAL	299.85	2,805.64	2,400.00	116.90	199.90	199.90	2,400.00	8.33
281	HEALTH BENEFIT PAID TEACHERS/PROF STAFF	2,176.08	24,394.51	38,500.00	63.36	2,176.08	2,176.08	38,500.00	5.65
286	HEALTH BENEFIT PAID PROF NON-CERTIFIED	94.95	1,037.41	1,200.00	86.45	94.95	94.95	1,200.00	7.91
291	OTHER BENEFITS TEACHERS/PROF STAFF	(1,018.40)	5,734.18	10,000.00	57.34	1,985.43	1,985.43	10,000.00	19.85
293	OTHER BENEFITS SUBSTITUTES	0.00	562.15	1,000.00	56.22	0.00	0.00	1,000.00	0.00
315	AUDIT	0.00	16,324.76	22,000.00	74.20	0.00	0.00	22,000.00	0.00
317	LEGAL SERVICES	0.00	21,978.04	20,000.00	109.89	641.65	641.65	20,000.00	3.21
330	EMPLOYEE TRAINING/PROF DEVELOPMENT	0.00	14,061.58	11,300.00	130.15	2,356.24	2,356.24	11,300.00	20.85
332	MILEAGE TO PARENTS	0.00	996.87	6,000.00	16.61	0.00	0.00	6,000.00	0.00
340	OTHER PROFESSIONAL SERVICES	0.00	53,346.96	31,750.00	198.30	12,900.42	12,900.42	31,750.00	40.63
382	REIMBURSIBLE DISTANCE LEARNING	229.32	2,972.52	6,000.00	49.54	229.32	229.32	6,000.00	3.82
410	WATER AND SEWER	1,865.07	19,918.13	26,000.00	76.61	3,209.72	3,209.72	26,000.00	12.35
430	REPAIRS & MAINTENANCE	5,849.32	28,198.04	50,000.00	58.33	2,042.79	2,042.79	50,000.00	4.09
441	RENTALS OR LEASES	959.83	68,184.46	76,500.00	157.76	955.84	955.84	76,500.00	1.25
490	ASBESTOS ABATEMENT	6,875.00	6,875.00	1,000.00	687.50	0.00	0.00	1,000.00	0.00
520	INSURANCE OTHER THAN EMPLOYEE BENEFITS	0.00	50,865.78	65,000.00	78.26	59,317.00	59,317.00	65,000.00	91.26
521	FIDELITY BOND PREMIUMS	0.00	250.00	250.00	100.00	0.00	0.00	250.00	0.00

BOARD BUDGET REPORT OF EXPENSES

Regular; Previous Year 1 09/2019; Processing Month 07/2020

User ID: WILLIAMSE

Object #		Current Mo	YTD	Budget	% of Budget	Prev Yr Mo	Prev YTD	Prev Budget	Prev % of Budget
530	TELEPHONE	2,745.93	25,203.34	36,000.00	72.23	3,508.01	3,508.01	36,000.00	9.74
531	POSTAGE	19.95	4,187.80	5,000.00	85.06	0.00	0.00	5,000.00	0.00
540	ADVERTISING AND PRINTING	552.11	5,024.03	6,000.00	83.73	643.86	643.86	6,000.00	10.73
561	TUITION PAID TO OTHER DISTRICTS	13,161.40	90,240.32	47,600.00	189.58	0.00	0.00	47,600.00	0.00
569	TUITION OTHER (OUT OF STATE)	0.00	570.00	10,000.00	5.70	570.00	570.00	10,000.00	5.70
580	TRAVEL EXPENSE AND MILEAGE	379.73	20,429.28	49,150.00	44.31	2,975.98	2,975.98	49,150.00	6.05
591	ESU - MIPS CLERICAL	12,144.18	164,838.71	217,600.00	75.75	1,925.08	1,925.08	217,600.00	0.88
610	SUPPLIES	3,907.22	66,520.72	105,950.00	76.03	4,353.22	4,353.22	105,950.00	4.11
621	NATURAL GAS	1,044.03	50,835.65	72,000.00	70.61	633.59	633.59	72,000.00	0.88
622	ELECTRICITY	4,913.80	89,485.63	135,000.00	66.29	6,599.34	6,599.34	135,000.00	4.89
626	GAS AND OIL	0.00	30,225.95	46,000.00	65.71	485.15	485.15	46,000.00	1.05
640	TEXTBOOKS	5,370.99	61,119.72	88,050.00	80.04	392.30	392.30	88,050.00	0.45
642	AUDIO-VISUAL MATERIALS	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
643	WEB/CLOUD BASED SOFTWARE	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
650	SUPPLIES-TECHNOLOGY RELATED	2,598.21	20,114.42	28,300.00	84.72	1,340.50	1,340.50	28,300.00	4.74
720	BUILDINGS AND IMPROVEMENTS	85.95	21,345.55	20,000.00	160.74	7,186.13	7,186.13	20,000.00	35.93
732	VEHICLE ACQUISITION	0.00	0.00	200,000.00	0.00	0.00	0.00	200,000.00	0.00
733	FURNITURE AND EQUIPMENT	2,875.20	13,998.18	98,300.00	20.83	2,553.12	2,553.12	98,300.00	2.60
734	COMPUTER EQUIPMENT (HARDWARE)	1,500.22	16,614.69	5,000.00	332.89	474.81	474.81	5,000.00	9.50
735	COMPUTER SOFTWARE	0.00	17,201.60	21,500.00	111.13	2,707.83	2,707.83	21,500.00	12.59
810	DUES AND FEES	0.00	10,960.00	16,250.00	69.29	1,055.00	1,055.00	16,250.00	6.49
890	OTHER MISC OBJECTS	4,094.10	26,781.32	64,300.00	44.33	1,866.32	1,866.32	64,300.00	2.90
912	TRANSFERS TO LUNCH FROM GEN FD	0.00	45,000.00	90,000.00	50.00	0.00	0.00	90,000.00	0.00
913	TRANSFERS TO ACTIVITY ACCOUNTS	0.00	0.00	75,000.00	0.00	0.00	0.00	75,000.00	0.00
01	GFNFRAI FUND	460,962.76	5,920,444.12	8,980,315.56	67.39	541,823.80	541,823.80	8,980,315.56	6.03
02	DEPRECIATION FUND								
450	CONSTRUCTION SERVICES	0.00	11,545.14	508,785.55	2.27	11,545.14	11,545.14	508,785.55	2.27
610	SUPPLIES	7,961.00	7,961.00	0.00	0.00	0.00	0.00	0.00	0.00
733	FURNITURE AND EQUIPMENT	12,076.14	78,456.84	205,000.00	39.06	28,470.00	28,470.00	205,000.00	13.89
02	DEPRECIATION FUND	20,037.14	97,962.98	713,785.55	13.95	40,015.14	40,015.14	713,785.55	5.61
05	ACTIVITIES								
610	SUPPLIES	1,810.50	136,708.87	381,060.00	37.63	28,908.21	28,908.21	381,060.00	7.59
05	ACTIVITIES	1,810.50	136,708.87	381,060.00	37.63	28,908.21	28,908.21	381,060.00	7.59
06	SCHOOL NUTRITION								
110	SALARIES NON-INSTRUCTIONAL	7,685.30	96,134.36	121,000.00	79.45	6,064.68	6,064.68	121,000.00	5.01
120	SUBSTITUTE NON-INSTRUCTIONAL	0.00	0.00	1,500.00	0.00	0.00	0.00	1,500.00	0.00
130	OVERTIME NON-INSTRUCTIONAL	0.00	32.25	0.00	0.00	0.00	0.00	0.00	0.00
210	GROUP INSURANCE NON-INSTRUCTIONAL	680.10	7,475.35	8,225.00	90.89	683.00	683.00	8,225.00	8.30
220	SOCIAL SECURITY NON-INSTRUCTIONAL	587.92	7,304.51	9,256.50	78.91	447.19	447.19	9,256.50	4.83
230	RETIREMENT NON-INSTRUCTIONAL	759.14	8,768.18	11,952.15	73.36	570.89	570.89	11,952.15	4.78
261	UNEMPLOYMENT TEACHER/PROF STAFF	0.00	0.00	5,000.00	0.00	0.00	0.00	5,000.00	0.00
270	WORKERS COMP NON-INSTRUCTIONAL	0.00	3,821.00	4,000.00	95.53	3,821.00	3,821.00	4,000.00	95.53
340	OTHER PROFESSIONAL SERVICES	0.00	178.14	10,000.00	1.78	0.00	0.00	10,000.00	0.00
610	SUPPLIES	0.00	8,331.38	11,000.00	75.74	1,126.04	1,126.04	11,000.00	10.24
630	FOOD	15,764.52	167,770.26	170,000.00	98.69	16,229.10	16,229.10	170,000.00	9.55
733	FURNITURE AND EQUIPMENT	0.00	347.62	5,000.00	6.95	0.00	0.00	5,000.00	0.00
890	OTHER MISC OBJECTS	0.00	193.92	1,000.00	19.39	17.49	17.49	1,000.00	1.75
06	SCHOOL NUTRITION	25,476.98	300,356.97	357,933.65	83.91	28,959.39	28,959.39	357,933.65	8.09
08	SPECIAL BUILDING FUND								
720	BUILDINGS AND IMPROVEMENTS	0.00	205,617.91	550,231.47	37.37	100,038.00	100,038.00	550,231.47	18.18
733	FURNITURE AND EQUIPMENT	0.00	5,649.54	0.00	0.00	0.00	0.00	0.00	0.00
08	SPECIAL BUILDING FUND	0.00	211,267.45	550,231.47	38.40	100,038.00	100,038.00	550,231.47	18.18
Grand Total:		508,287.38	6,666,740.39	10,983,326.23	61.97	739,744.54	739,744.54	10,983,326.23	6.74

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2019 - 07/2020

Regular; Beginning Month 09/2019; Processing Month 07/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0100	ATHLETIC FUND	54.92	18,126.34	2,352.31	0.00	(15,719.11)
05 704 0101	ACTIVITY TICKETS	0.00	0.00	1,650.00	0.00	1,650.00
05 704 0107	WT ROOM SUPPLIES/EQUIP/MISC	0.00	0.00	0.00	0.00	0.00
05 704 0109	UNIFORMS	0.00	530.90	0.00	0.00	(530.90)
05 704 0110	FB GATE RECEIPTS	0.00	0.00	2,716.00	0.00	2,716.00
05 704 0111	FB OFFICIALS	0.00	2,275.68	0.00	0.00	(2,275.68)
05 704 0112	FB TRAVEL	0.00	258.00	0.00	0.00	(258.00)
05 704 0113	FB SUPPLIES/EQUIP/MISC	0.00	4,436.43	0.00	0.00	(4,436.43)
05 704 0120	VB GATE RECEIPTS	0.00	0.00	2,624.00	0.00	2,624.00
05 704 0121	VB OFFICIALS	0.00	2,183.00	0.00	0.00	(2,183.00)
05 704 0122	VB TRAVEL	0.00	51.96	0.00	0.00	(51.96)
05 704 0123	VB SUPPLIES/EQUIP/MISC	0.00	1,168.50	0.00	0.00	(1,168.50)
05 704 0130	XC ENTRY FEES	0.00	230.00	600.00	0.00	370.00
05 704 0137	CHEERLEADING TRAVEL	0.00	1,103.80	10.00	0.00	(1,093.80)
05 704 0138	CHEERLEADING SUPPLIES/EQUIP/MISC	0.00	1,318.55	0.00	0.00	(1,318.55)
05 704 0140	BBB/GBB GATE RECEIPTS	0.00	482.00	5,692.10	0.00	5,210.10
05 704 0141	BBB/GBB OFFICIALS	0.00	6,019.00	0.00	0.00	(6,019.00)
05 704 0142	BBB TRAVEL	0.00	161.00	0.00	0.00	(161.00)
05 704 0143	BBB SUPPLIES/EQUIP/MISC	0.00	280.89	0.00	0.00	(280.89)
05 704 0147	GBB TRAVEL	0.00	161.00	0.00	0.00	(161.00)
05 704 0148	GBB SUPPLIES/EQUIP/MISC	0.00	1,701.04	0.00	0.00	(1,701.04)
05 704 0150	WR GATE RECEIPTS	0.00	0.00	176.00	0.00	176.00
05 704 0151	WR OFFICIALS	0.00	150.00	0.00	0.00	(150.00)
05 704 0152	WR TRAVEL	0.00	1,729.00	0.00	0.00	(1,729.00)
05 704 0153	WR SUPPLIES/EQUIP/MISC	0.00	1,773.04	0.00	0.00	(1,773.04)
05 704 0163	TR SUPPLIES/EQUIP/MISC	0.00	961.62	0.00	0.00	(961.62)
05 704 0173	BOYS GOLF SUPPLIES/EQUIP/MISC	0.00	894.28	0.00	0.00	(894.28)
05 704 0176	GIRLS GOLF ENTRY FEES	0.00	290.00	140.00	0.00	(150.00)
05 704 0177	GIRLS GOLF TRAVEL	0.00	676.00	0.00	0.00	(676.00)
05 704 0178	GIRLS GOLF SUPPLIES/EQUIP/MISC	0.00	661.50	0.00	0.00	(661.50)
05 704 0180	JH FOOTBALL	0.00	935.90	613.00	0.00	(322.90)
05 704 0181	JH VOLLEYBALL	0.00	210.00	1,042.01	0.00	832.01
05 704 0182	JH BASKETBALL	0.00	600.00	1,027.25	0.00	427.25
05 704 0183	JH WRESTLING	0.00	1,161.75	1,085.00	0.00	(76.75)
05 704 0184	JH TRACK	0.00	392.14	0.00	0.00	(392.14)
05 704 0198	RANDOM DRUG TESTING	0.00	1,904.64	0.00	0.00	(1,904.64)

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2019 - 07/2020

Regular; Beginning Month 09/2019; Processing Month 07/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0199	STATE/NATIONAL EXPENSES	0.00	5,203.00	0.00	0.00	(5,203.00)
05 704 0201	TRANSFER ACCOUNT	0.00	305.86	300.76	0.00	(5.10)
05 704 0202	YEARBOOK	3,658.10	4,824.98	598.00	0.00	(568.88)
05 704 0203	VO AG PROJECT MATERIALS	109.51	(4.46)	0.00	0.00	113.97
05 704 0204	AG EQUIPMENT FUND	500.00	0.00	0.00	0.00	500.00
05 704 0205	FFA PLASMACAM FUND	3,838.33	0.00	0.00	0.00	3,838.33
05 704 0206	SPECIAL EDUCATION	38.61	0.00	0.00	0.00	38.61
05 704 0207	JR CLASS CONCESSION EQUIP FUND	1,854.55	0.00	0.00	0.00	1,854.55
05 704 0208	FACILITY USE	430.00	0.00	0.00	0.00	430.00
05 704 0209	POP FUND	0.00	255.70	178.90	0.00	(76.80)
05 704 0210	PADLOCK DEPOSITS	536.41	0.00	0.00	0.00	536.41
05 704 0211	BOOK FINES/FEES	2,005.01	0.00	0.00	0.00	2,005.01
05 704 0215	SPEECH	0.00	1,761.89	777.00	0.00	(984.89)
05 704 0216	WORLD STRIDES TRIP FUND	12.38	0.00	0.00	0.00	12.38
05 704 0218	HS STUDENT COUNCIL	0.00	595.00	0.00	0.00	(595.00)
05 704 0219	NATIONAL HONOR SOCIETY	0.00	424.25	0.00	0.00	(424.25)
05 704 0220	WOODSHOP PROJECTS	760.47	12,834.88	12,323.64	0.00	249.23
05 704 0222	BACKPACK FOOD PROGRAM	520.16	0.00	0.00	0.00	520.16
05 704 0225	ONE ACTS	0.00	765.68	0.00	0.00	(765.68)
05 704 0230	MILK BREAK	559.90	0.00	0.00	0.00	559.90
05 704 0240	PALS MENTORING	1,446.08	0.00	0.00	0.00	1,446.08
05 704 0245	HEALTH & WELLNESS FUND	3,463.67	0.00	0.00	0.00	3,463.67
05 704 0250	DISTRICT PROJECT FUND	8,230.19	0.00	0.00	0.00	8,230.19
05 704 0255	SANTA'S ELVES DONATION FUND	62.20	0.00	0.00	0.00	62.20
05 704 0265	JH QUIZ BOWL	1,104.04	162.86	250.00	0.00	1,191.18
05 704 0270	O'BRIEN READING CABINET	941.31	0.00	0.00	0.00	941.31
05 704 0316	CLASS OF 2016	608.32	0.00	0.00	0.00	608.32
05 704 0317	CLASS OF 2017	1,509.60	0.00	0.00	0.00	1,509.60
05 704 0318	CLASS OF 2018	1,090.49	0.00	0.00	0.00	1,090.49
05 704 0319	CLASS OF 2019	162.52	0.00	0.00	0.00	162.52
05 704 0320	CLASS OF 2020	3,657.68	3,629.00	0.00	0.00	28.68
05 704 0321	CLASS OF 2021	804.90	13,292.91	17,461.30	0.00	4,973.29
05 704 0322	CLASS OF 2022	582.00	11.49	420.50	0.00	991.01
05 704 0323	CLASS OF 2023	0.00	0.00	460.00	0.00	460.00
05 704 0400	GRADE ACTIVITY MISCELLANEOUS	17,457.35	2,818.17	532.60	0.00	15,171.78
05 704 0410	GRADE ACTIVITY LEADERSHIP FUND	121.85	0.00	0.00	0.00	121.85

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2019 - 07/2020

Regular; Beginning Month 09/2019; Processing Month 07/2020; Accounts to Include Accounts with Activity; Fund Number 05

Fund: 05 ACTIVITIES

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0420	GRADE ACTIVITY SPECIAL EDUCATION	323.63	0.00	0.00	0.00	323.63
05 704 0450	JANICEK STOCK MARKET FUNDRAISER	730.10	80.00	0.00	0.00	650.10
05 704 0500	HS MISCELLANEOUS FUND	19,136.75	887.00	0.00	0.00	18,249.75
05 704 0501	HS HONOR ROLL CERTIFICATES	0.00	251.30	0.00	0.00	(251.30)
05 704 0502	HS INTEREST EARNED ON ACCOUNT	0.00	0.00	291.07	0.00	291.07
05 704 0601	BAND ACTIVITY	555.88	675.86	1,103.55	0.00	983.57
05 704 0602	SCHOOL INSTRUMENT & REPAIRS	2,564.37	127.00	50.00	0.00	2,487.37
05 704 0603	CHORUS	487.14	0.00	0.00	0.00	487.14
05 704 0605	MUSICAL PRODUCTIONS	2,195.15	0.00	0.00	0.00	2,195.15
05 704 0606	SHOW CHOIR UNIFORMS	4,530.89	4,954.48	5,896.00	0.00	5,472.41
05 704 0607	ELEM SHOW CHOIR	375.93	734.34	670.25	0.00	311.84
05 704 0701	FFA FUND	11,963.20	5,474.22	3,653.00	0.00	10,141.98
05 704 0703	JH CONCESSIONS	200.00	0.00	0.00	0.00	200.00
05 704 0705	CHEERLEADING FUNDRAISING	3,576.10	1,221.65	2,940.00	0.00	5,294.45
05 704 0707	INTERACT CLUB	1,248.32	2,256.60	2,076.20	0.00	1,067.92
05 704 0709	JH STUDENT COUNCIL	696.71	0.00	0.00	0.00	696.71
05 704 0711	HS STUCO FUNDRAISER	2,074.30	556.56	158.00	0.00	1,675.74
05 704 0713	NATIONAL HONOR SOCIETY FUNDRAISER	254.00	0.00	0.00	0.00	254.00
05 704 0715	XC FUNDRAISING	276.35	0.00	0.00	0.00	276.35
05 704 0717	BOYS GOLF FUNDRAISING	12.34	0.00	0.00	0.00	12.34
05 704 0719	GIRLS GOLF FUNDRAISING	752.45	1,292.83	1,539.03	0.00	998.65
05 704 0721	FB FUNDRAISING	1,867.28	1,625.44	0.00	0.00	241.84
05 704 0723	VOLLEYBALL FUNDRAISING	867.57	9,813.20	11,288.60	482.50	2,825.47
05 704 0725	BBB FUNDRAISING	126.59	933.19	800.00	0.00	(6.60)
05 704 0727	GBB FUNDRAISING	1,853.97	3,050.81	1,801.00	150.00	754.16
05 704 0729	WRESTLING FUNDRAISING	438.41	466.00	652.00	0.00	624.41
05 704 0731	TRACK FUNDRAISING	884.46	0.00	0.00	0.00	884.46
05 704 0737	SPORTSMANSHIP FUND	202.73	0.00	0.00	0.00	202.73
05 704 0739	STAND	1,216.54	0.00	0.00	0.00	1,216.54
05 704 0741	ART CLASS PROJECTS	511.62	(177.62)	0.00	0.00	689.24
05 704 0743	MATH CLUB	16.86	0.00	0.00	0.00	16.86
05 704 0745	SCIENCE CLUB	2.54	0.00	0.00	0.00	2.54
05 704 0747	MITCHELL SCIENCE GRANT	294.35	0.00	0.00	0.00	294.35
05 704 0749	SPANISH CLUB	68.79	0.00	0.00	0.00	68.79
05 704 0751	7-12 RESOURCE RM FUNDRAISING	64.00	0.00	0.00	0.00	64.00
05 704 0753	SPEECH FUNDRAISING	739.00	63.13	209.00	0.00	884.87

Activity Fund Balance Report - Summary - Exclude Encumbrances

09/2019 - 07/2020

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Fund: 05 ACTIVITIES

<u>Chart of Account Number</u>	<u>Chart of Account Description</u>	<u>Beginning Balance</u>	<u>Expenses</u>	<u>Revenues</u>	<u>Balance Change</u>	<u>Balance</u>
05 704 0755	ONE ACT FUNDRAISING	3,214.29	80.50	404.00	0.00	3,537.79
05 704 0757	LONGHORNS COMMITTED	2,287.14	0.00	0.00	0.00	2,287.14
05 704 0759	CIVICS FUNDRAISER	688.96	891.92	821.95	0.00	618.99
05 704 0761	KIMBALL PREVENTION COALITION	1,271.41	241.29	0.00	0.00	1,030.12
05 704 0999	SCHOLARSHIP FUND	268,822.33	1,500.00	0.00	0.00	267,322.33
Fund Total: 05		393,513.00	136,708.87	87,384.02	632.50	344,820.65



KIMBALL PUBLIC SCHOOLS

Administration Offices
901 South Nadine Street
Kimball, NE 69145

Mr. Trevor Anderson, Superintendent
Elizabeth Williams, Business Manager

(308) 235-2188
Fax (308) 235-3269

August 10,2020

Treasurer's report is as follows:		2020	2019
Amount received from County Treasurer		108,952.12	89,300.52
Bank Balance	July 31, 2020	50,478.36	29,529.81
Savings Account General Funds	July 31, 2020	1,210,126.14	1,821,086.80
Depreciation Fund	July 31, 2020	306,652.30	
Building Fund	July 31, 2020	526,203.19	
Total Available Funds		2,202,412.11	1,939,917.13
Payroll Gross		273,580.22	328,864.17
Amount of Bills		72,947.68	44,293.20
Blue Cross Blue Shield/HSA Pmt/UNUM Life		70,324.32	76,590.85
Nebraska School Retirement		26,136.42	32,333.82
FirsTier Bank (FICA)		20,870.33	24,952.29
Total Amount of Expenses		463,858.97	507,034.33
Balance Remaining after Expenses		1,738,553.14	1,432,882.80

JR/SR High School Principal Report – August 2020

- Personnel: Troy Haberman has rescinded the acceptance of his contract as the new business teacher. Dakota Kuhns has resigned her position as a paraprofessional at the Jr/Sr High School.
- We were awarded a \$20,000 grant over the next four years from Education Quest. The money can be used to educate students and parents on post-secondary opportunities for students, including trade school, community college and university campus visits.
- Eight staff members completed the 8-hour leadership training with Beyond Textbooks on Friday, August 7th. The session was very productive and resulted in a draft implementation plan for the upcoming year. The plan will be finalized and shared with staff during the all-staff training on August 17th.

Mary Lynch Elementary School

August 10, 2020

“Stronger Together”

Principal: Jamie Soper

Open House

August 18th- 6 to 7pm.. We will be sending out letters to all parents to let them know when their assigned time to attend Open House. We are splits the classes ½ to help with social distancing.

Parent Meeting

August 13th - 6 to 7 pm. The topics I will focus on will be remote learning, google classroom, and our return to school plan.

I encourage all parents to attend as I will also address any concerns they may have.

Sensory Hallway

In the east hallway, I installed our sensory hallway. Stop by and take a look anytime! A big thank you to the Kimball Foundation for the monies to purchase this great item for our school.

NWEA fluency

We will not be giving the DIBELS assessment this school year. We will be giving the NWEA fluency assessment. This assessment will give us much better information on our younger readers and take away less time from our instruction.

Social Distancing

The custodians at ML are making partitions for our 4th grade classroom(over 18) and Prek due to centers. I think they will be great for our students during this time. We received our hand sanitizer and hand wipes on August 4th for all of our classrooms. I attended a zoom meeting for primary contacts from PPHD. We were given paperwork to use if a student tests positive in our school district that matches all schools in the panhandle.

We have been new guidance on

Professional Development

Mrs. Reader and I met with the ESU to help us make our 2020/2021 PD calendar. We have great things planned for this year's PD.

August 2020 Superintendent Report

- Budget Update –

- I worked with Carl Dietz of First National Capital Markets over the past couple of weeks on the budget for the 2020-21 school year. In addition to working with Carl, I attend the NDE new superintendent workshop to learn more about the school budgeting process. The budget for the 2020-21 school year is about 80% finished. The last component to be completed is based on property valuations for Kimball County. I am currently waiting on assessed property valuations for Kimball County to be released. Once this happens, the remainder of the budget will be completed.

- We have the budget workshop scheduled for Wednesday, August 19. The budget should be completed by this time. Carl Dietz plans on coming to this budget workshop as well.

- Activity Plan for 2020-21 –

- As part of the school re-opening process, we must have a plan in place for how we will host activities. I have attached this to my report. As we are presently in phase III of the state of Nebraska DHMs (yellow color), we are limited to 50% of indoor capacity for events in the gym or auditorium, and are limited to 75% of outdoor capacity for events at our stadium.

- Transportation Update –

- Based off the results of the town bus survey, we are going to utilize the spare activity bus to socially distance students. We will run two routes for pickups in the morning and one route for drop-offs in the evening. At this time, masks will be required if you are riding the town bus. This is in addition to temperature scans in the morning.

- Title IX Update -

- The new Title IX policy update is set to go into effect on Friday August 14, 2020. The policy we are approving tonight will be implemented in conjunction with approval of this legislation on said date. To comply with this new legislation, we will be conducting staff training prior to the start of the school year.

- Thank You-

- I wanted to thank our summer staff for getting the school buildings and grounds ready for the 2020-21 school year. Also, I wanted to thank Carrie Tabor for helping out in the business office this summer as well. Lastly, I wanted to thank our staff and building principals (Mrs. Reader and Mrs. Soper) for working together this summer to come up with plans for their buildings for this school year.

Kimball Public Schools Activities Plan

The purpose of this plan is to provide a framework for how Kimball Public Schools will respond to the COVID-19 pandemic during the fall sports season in 2020-21. This document is designed, following guidance from the NSAA and PPHD, to allow students and spectators to safely enjoy fall sports this school year. All decisions for fall activities will be made off of guidance received from the NSAA and PPHD. Presently, the guidance is to go ahead with fall activities starting on August 10. As guidance is received for winter and spring sports, it will be added to this plan. Any event in the fall that will use the gymnasium will follow similar guidelines as the volleyball team. Any event that uses the auditorium will follow the “Auditorium” section for guidance. If an event does not fall under this document, guidance will be obtained from the PPHD and NSAA to determine what it will look like. Each activity event that is hosted by KPS will be approved by PPHD to ensure that all present guidelines are being followed. In addition, due to the fluid nature of activities in the present environment, district officials will communicate changes in the activities schedule as they become aware of them. The framework is structured to allow the district to respond to changing public health circumstances and will be updated as necessary.

Scenario Description Rationale:

Scenario	Description	Rationale
Green	DHMs and PPHD restrictions removed	<ul style="list-style-type: none"> In this scenario, the Nebraska DHMs and PPHD guidance dictates a move to green. At this point, restrictions would be removed and practices/ competitions would proceed as normally conducted.
Yellow	Practices, rehearsals, and competition ongoing; physical distancing when not involved in activity	<ul style="list-style-type: none"> In this scenario, the district will follow guidance from the Nebraska DHMs, PPHD, and NSAA in determining proper protocols for activities that are to take place when in this level. Presently, we are in this level and are planning on a fall activities season.
Orange	*Potentially modified practices; limited contact with others; limited sharing of equipment; likely small groups and physical distancing when possible	<ul style="list-style-type: none"> In this scenario, the district will follow guidance from the Nebraska DHMs, PPHD, and NSAA in determining proper protocols for activities that are to take place when in this level. .
Red	*Potentially individual skill development and workouts; maintain physical distancing; no contact with others and no sharing of equipment	<ul style="list-style-type: none"> In all likelihood, no events will take place when in this level.

Football				
Green - Low Risk		Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
Attendance / Seating Area	<ul style="list-style-type: none"> 100% of rated occupancy No restrictions on seating 	<ul style="list-style-type: none"> 75% of rated occupancy Every other row will be blocked off to ensure social distancing Separate families encouraged to sit at least 6 ft apart Visitors will occupy the south side of the stadium Home will occupy the north side of the stadium 	<ul style="list-style-type: none"> 50% of rated occupancy Every other row will be blocked off to ensure social distancing Separate families encouraged to sit at least 6 ft apart Visitors will occupy the south side of the stadium Home will occupy the north side of the stadium Attendance tickets will be given to each player/ coach and visiting team/ spectators 	<ul style="list-style-type: none"> N/A
Entrance/ Exit for Home and Visitor Teams/ Spectators	<ul style="list-style-type: none"> Encourage social distancing at entrance/ exit points to stadium No restrictions on entrance/ exit points 	<ul style="list-style-type: none"> Home team and spectators will enter/ exit on north side of stadium Visitor team and spectators will enter/ exit on south side of stadium If in line waiting to get into stadium, encourage 6 ft social distancing between families When exiting stadium, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> Home team and spectators will enter/ exit on north side of stadium Visitor team and spectators will enter/ exit on south side of stadium If in line waiting to get into stadium, encourage 6 ft social distancing between families When exiting stadium, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> N/A
Concession Stands	<ul style="list-style-type: none"> Concession stands will operate normally Encourage social distancing when waiting in line 	<ul style="list-style-type: none"> Concession stands will operate under the stadium with doors open to increase ventilation Separate lines for home and visiting crowds Spectators encouraged to go to concession stands during short breaks in play to avoid the halftime rush 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> Concession stands will operate under the stadium with doors open to increase ventilation Separate lines for home and visiting crowds Spectators encouraged to go to concession stands during short breaks in play to avoid the halftime rush 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> N/A
Restrooms	<ul style="list-style-type: none"> Restrooms will operate normally under the stadium 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom Hand washing strongly recommended 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom Hand washing strongly recommended 	<ul style="list-style-type: none"> N/A
Facemasks	<ul style="list-style-type: none"> Spectators are not required to wear facemasks Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but highly encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> N/A
Temperature Checks	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants are asked to self screen 	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants will be screened at school 	<ul style="list-style-type: none"> Spectators will have their temperature taken prior to entering facility Participants will be screened at school 	<ul style="list-style-type: none"> N/A

Volleyball (Both Gyms)

Green - Low Risk		Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
Attendance / Seating Area	<ul style="list-style-type: none"> 100% of rated occupancy No restrictions on seating 	<ul style="list-style-type: none"> 50% of rated occupancy Every other row will be blocked off to ensure social distancing and limit capacity to 50% Separate families encouraged to sit at least 6 ft apart Visitors will occupy the east side of the gym (old) Visitors will occupy the south side of gym (new) Home will occupy the west side of the gym (old) Home will occupy the north side of gym (new) 	<ul style="list-style-type: none"> 25% of rated occupancy Every other row will be blocked off to ensure social distancing and limit capacity to 50% Separate families encouraged to sit at least 6 ft apart Visitors will occupy the east side of the gym (old) Visitors will occupy the south side of gym (new) Home will occupy the west side of the gym (old) Home will occupy the north side of gym (new) Attendance tickets will be given to players/ coaches and visiting team 	<ul style="list-style-type: none"> N/A
Entrance/ Exit for Home and Visitor Teams/ Spectators	<ul style="list-style-type: none"> Encourage social distancing at entrance/ exit points to school No restrictions on entrance/ exit points 	<ul style="list-style-type: none"> Home team and spectators will enter/ exit on west side of the school Visitor team and spectators will enter/ exit on east side of the school If in line waiting to get into school, encourage 6 ft social distancing between families When exiting gym, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> Home team and spectators will enter/ exit on west side of the school Visitor team and spectators will enter/ exit on east side of the school If in line waiting to get into school, encourage 6 ft social distancing between families When exiting gym, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> N/A
Concession Stands	<ul style="list-style-type: none"> Concession stands will operate normally Encourage social distancing when waiting in line 	<ul style="list-style-type: none"> Concession stands will operate in normal location Separate lines for home and visiting crowds Spectators encouraged to go to concession stands during short breaks in play to avoid the halftime rush 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> Concession stands will operate in normal location Separate lines for home and visiting crowds Spectators encouraged to go to concession stands during short breaks in play to avoid the halftime rush 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> N/A
Restrooms	<ul style="list-style-type: none"> Restrooms will operate normally in the building 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom North restrooms for home crowd, south restrooms for visiting crowd Hand washing strongly recommended 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom North restrooms for home crowd, south restrooms for visiting crowd Hand washing strongly recommended 	<ul style="list-style-type: none"> N/A
Facemasks	<ul style="list-style-type: none"> Spectators are not required to wear facemasks Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but highly encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> N/A

Temperature Checks	<ul style="list-style-type: none"> • Spectators are asked to self-screen prior to attending an event • Participants are asked to self screen 	<ul style="list-style-type: none"> • Spectators are asked to self-screen prior to attending an event • Participants will be screened at school 	<ul style="list-style-type: none"> • Spectators will have their temperature taken prior to entering facility • Participants will be screened at school 	<ul style="list-style-type: none"> • N/A
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Cross Country				
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	Green - Low Risk	Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
Attendance / Seating Area	<ul style="list-style-type: none"> • No restrictions 	<ul style="list-style-type: none"> • 6 ft social distancing recommended between families • Avoid congestions at the start / finish areas 	<ul style="list-style-type: none"> • 6 ft social distancing recommended between families • Avoid congestions at the start / finish area 	<ul style="list-style-type: none"> • N/A
Entrance/ Exit for Home and Visitor Teams/ Spectators	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A 	<ul style="list-style-type: none"> • N/A
Concession Stands	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • N/A
Restrooms	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> • N/A
Facemasks	<ul style="list-style-type: none"> • Spectators are not required to wear facemasks • Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> • Spectators are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. • Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> • Spectators are not required but highly encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. • Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> • N/A
Temperature Checks	<ul style="list-style-type: none"> • Spectators are asked to self-screen prior to attending an event • Participants are asked to self screen 	<ul style="list-style-type: none"> • Spectators are asked to self-screen prior to attending an event • Participants will be screened at school 	<ul style="list-style-type: none"> • Spectators are asked to self-screen prior to attending an event • Participants will be screened at school 	<ul style="list-style-type: none"> • N/A

Girls Golf				
Green - Low Risk		Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
Attendance / Seating Area	<ul style="list-style-type: none"> No restrictions 	<ul style="list-style-type: none"> 6 ft social distancing recommended between families Avoid congestions at the start / finish areas 	<ul style="list-style-type: none"> 6 ft social distancing recommended between families Avoid congestions at the start / finish area 	<ul style="list-style-type: none"> N/A
Entrance/ Exit for Home and Visitor Teams/ Spectators	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A 	<ul style="list-style-type: none"> N/A
Concession Stands	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> N/A
Restrooms	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> Will be determined by Four Winds Golf Course 	<ul style="list-style-type: none"> N/A
Facemasks	<ul style="list-style-type: none"> Spectators are not required to wear facemasks Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but highly encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> N/A
Temperature Checks	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants are asked to self screen 	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants will be screened at school 	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants will be screened at school 	<ul style="list-style-type: none"> N/A

Auditorium				
Green - Low Risk		Yellow - Moderate Risk	Orange - High Risk	Red - Severe Risk
Attendance / Seating Area	<ul style="list-style-type: none"> 100% of rated occupancy No restrictions on seating 	<ul style="list-style-type: none"> 50% of rated occupancy Every other row will be blocked off to ensure social distancing and limit capacity to 50% Separate families encouraged to sit at least one seat apart 	<ul style="list-style-type: none"> 25% of rated occupancy Every other row will be blocked off to ensure social distancing and limit capacity to 50% Separate families encouraged to sit at least one seat apart Attendance may be limited to family members and necessary personnel 	<ul style="list-style-type: none"> N/A
Entrance/ Exit for Home and Visitor Teams/ Spectators	<ul style="list-style-type: none"> Encourage social distancing at entrance/ exit points to school No restrictions on entrance/ exit points 	<ul style="list-style-type: none"> Will use both Auditorium entrances to encourage social distancing If in line waiting to get into school, encourage 6 ft social distancing between families When exiting gym, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> Will use both Auditorium entrances to encourage social distancing If in line waiting to get into school, encourage 6 ft social distancing between families When exiting gym, maintain 6 ft social distancing between families 	<ul style="list-style-type: none"> N/A
Concession Stands	<ul style="list-style-type: none"> Concession stands will operate normally Encourage social distancing when waiting in line 	<ul style="list-style-type: none"> Concession stands will operate in normal location Spectators encouraged to go to concession stands intermittently if possible 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> Concession stands will operate in normal location Spectators encouraged to go to concession stands intermittently if possible 6 ft social distancing encouraged if there is a line for the concession stands Concession workers will follow safety protocols that may include/ not be limited to wearing masks, gloves, etc. 	<ul style="list-style-type: none"> N/A
Restrooms	<ul style="list-style-type: none"> Restrooms will operate normally in the building 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom Hand washing strongly recommended 	<ul style="list-style-type: none"> Spectators encouraged to maintain 6 ft social distance when waiting in line for restroom Hand washing strongly recommended 	<ul style="list-style-type: none"> N/A
Facemasks	<ul style="list-style-type: none"> Spectators are not required to wear facemasks Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> Spectators are not required but highly encouraged to wear masks or shields, especially in scenarios where 6 ft social distancing is not possible. Participants will follow NSAA guidelines 	<ul style="list-style-type: none"> N/A
Temperature Checks	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants are asked to self screen 	<ul style="list-style-type: none"> Spectators are asked to self-screen prior to attending an event Participants will be screened at school 	<ul style="list-style-type: none"> Spectators will have their temperature taken prior to entering facility Participants will be screened at school 	<ul style="list-style-type: none"> N/A

Confirmed Cases & Exposures/Consultation with Health Department

1 or more confirmed case(s)* of a player / coach	<ul style="list-style-type: none"> 1 case - the district will work with the Panhandle Public Health Department for next steps. The District will communicate the situation stakeholders. The school district will remain open A decision will be made regarding upcoming activities and communicate the decision to the public In the event of multiple confirmed cases, district officials will confer with Panhandle Public Health Department for next steps A decision will be made regarding upcoming activities and communicated to the public If necessary, a more restrictive environment may be implemented which may include closing the district facilities Reopening communications will be provided to stakeholders from the district in the event of a building closure.
1 confirmed case(s)* of an opposing player / coach	<ul style="list-style-type: none"> In the event an opposing player / coach tests positive prior to a regularly scheduled activity, the district will consult with Panhandle Public Health Department for next steps The contest may go on as scheduled, re-scheduled, or cancelled depending on PPHD guidance The school district will make a decision regarding upcoming activities and communicate the decision to the public
Opposing team(s) location is in a higher risk category than KPS	<ul style="list-style-type: none"> In the event an opposing team(s) location is in a higher risk category, the district will consult with Panhandle Public Health Department for next steps The contest may go on as scheduled, re-scheduled, or cancelled depending on PPHD guidance The school district will make a decision regarding upcoming activities and communicate the decision to the public
Multiple team members / coaches quarantined	<ul style="list-style-type: none"> In the event we have multiple team members/ coaches quarantined, we will evaluate the feasibility of playing a regularly scheduled contest Per the NSAA, games cancelled due to COVID-19 related issues will be counted as a “No-Contest” If we were to have to cancel a contest due to our own or an opponent’s COVID-19 related issues, we have the authority to schedule a replacement game The district will evaluate the feasibility of a replacement game/ opponent if this situation arises and communicate any schedule alterations to the public

**VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL
BYLAWS**

**ARTICLE I
NAME**

An Interlocal Cooperative Agreement among Banner County School District No. 04-0001, Bayard Public School District No. 62-0021, Bridgeport Public School District No. 62-0063, Gering Public School District No. 79-0016, Kimball Public School District No. 53-0001, Minatare Public School District No. 79-0002, Mitchell Public School District No. 79-0031, Morrill Public School District No. 79-0011, Scottsbluff Public School District No. 79-0032, and Sidney Public School District No. 17-0001 creates an interlocal educational agency named Valley Alternative Learning Transitioning School hereinafter referred to as VALTS.

**ARTICLE II
PURPOSES**

- A. The Interlocal Agreement hereby establishes a separate entity for the purpose of providing for the general educational needs and providing educational services as identified and required by member school districts and further providing for economy, efficiency and cost effectiveness in the cooperative delivery of educational services.

- B. Goals
 - 1. To provide alternative ways for students to achieve high school graduation resulting in increased graduation rates and preparation for life after high school.
 - 2. To certify that, upon completion of a course, students will have reached or surpassed the district and/or state performance assessments which measure student progress.
 - 3. To develop innovative student performance assessments which measure student progress.
 - 4. To provide a caring, diversified learning environment where students will develop positive self-concepts, increase their self-esteem, and recognize and appreciate the correlation between education and success in the workplace.
 - 5. To be accountable to the community and the home school district through quality student achievement.
 - 6. To provide opportunities for community involvement.
 - 7. To provide a safe and orderly school environment.
 - 8. To provide an alternative, diversified environment where students can achieve success.

- C. The Mission of VALTS is to empower students to meet the challenges of our changing world. Our setting will create engaging and empowering learning opportunities.

**ARTICLE III
MEMBERSHIP**

- A. Membership includes the districts participating in the Interlocal Cooperative Agreement.
- B. Participation will be determined by the Interlocal Cooperative Agreement.
- C. Any party may withdraw from the Interlocal Cooperative Agreement by giving written notification as outlined in the Agreement.

**ARTICLE IV
BOARD OF EDUCATION**

- A. The Interlocal Cooperative Agreement provides for a governing Board of Education. The name of the Board will be the VALTS Board of Education hereinafter referred to as VALTS BOE.
- B. Membership of the VALTS BOE is defined in the Interlocal Cooperative Agreement.
- C. In the event a member is unable to attend either a regular or special meeting, a substitute member with full voting privileges will be appointed from the represented district.
- D. Should a vacancy on the VALTS BOE occur, it will be the responsibility of the district represented by the vacant position to appoint a replacement member.
- E. The Board shall elect from its members a President and Vice President. The Board shall appoint a Secretary and the ESU #13 Business Manager as the Treasurer.
- F. Officers of the Board

President: The President will preside at all meetings. The President will conduct all meetings in accordance with the bylaws adopted by the VALTS BOE. The President will have the right to discuss questions and to vote. The President will have signature authority for the VALTS BOE.

Vice President: In the absence of the President, the Vice President will perform the duties and have the obligations of the President.

Secretary: The Secretary will keep the minutes of the meetings, send out notices of meetings and arrange publication of meeting notices and minutes of the meetings.

Treasurer: The Treasurer will maintain copies of all transactions of the VALTS BOE.

G. The term of office for the officers of the VALTS BOE will be one year.

H. Duties and Responsibilities of the Board

1. Review the compensation of any Administrator, teacher, service contractor, or other employee which will be in accordance with ESU 13's compensation package process.
2. Determine the per slot amount each school district will pay.
3. Adopt and administer a budget funded by revenue from assessments of the member school districts.
4. Receive any school district, county, state or federal funds or funds or property received from any other source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency.
5. Contract for services connected with operation of VALTS as needs and interests demand.
6. Establish any necessary fees and charges.
7. Shall have the power to exercise any powers, duties, and responsibilities necessary to carry out the purposes of VALTS authorized by the laws of the State of Nebraska.

ARTICLE V MEETINGS OF THE BOARD

A. Regular Meetings

1. A regular quarterly meeting will be held to legally transact any and all business in accordance with appropriate statutes.
2. Regular meeting time will be TBA.
3. Regular meeting location will be published in the meeting notification.
4. Regular meetings will be held on or before the second Thursday during the months of March, June, September and December.

B. Special Meetings

1. Special meetings of the VALTS BOE may be called between regularly scheduled meetings in order to discuss or take action on a single issue, a set of issues, or any necessary emergency issue.

2. Special meetings may be called by the VALTS BOE as a whole, the President of the VALTS BOE, or through written request of a quorum of the VALTS BOE.
- C. A majority of the members will constitute a quorum for the transaction of business.
 - D. All meetings of the VALTS BOE will be announced in advance through publication as required by statute.
 - E. Meeting agendas will be prepared by the VALTS BOE President and an official from the VALTS Administration or a service contractor, when used.

ARTICLE VI FINANCES

- A. The fiscal year will be the same as the fiscal year for Nebraska public schools, September 1 through August 31.
- B. Fiscal Officer: ESU #13 will serve as the Fiscal Officer for VALTS.
- C. Annual Audit
 1. An annual audit of the books, accounts, policies, and procedures will be performed following the close of each fiscal year as part of the ESU #13 annual audit.
 2. A prepared audit report or a report of the pertinent findings from the audit of the contracting agency and the fiscal agent's district will be presented to the VALTS BOE at a regularly scheduled meeting.
- D. Members of the VALTS BOE shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties.

ARTICLE VII ELECTION OF BOARD OFFICERS

- A. Election of Board officers will be from VALTS BOE members.
- B. An annual reorganizational meeting will be held at the regularly scheduled quarterly meeting in March of each year.

**ARTICLE VIII
ADVISORY COUNCIL**

- A. The function of the Advisory Council is to act in a supportive and consultative capacity between the VALTS Administration, or service contractor, and the VALTS BOE.
- B. The VALTS Administration will designate an Advisory Council consisting of principals and/or counselors from each member district.

**ARTICLE IX
PARLIAMENTARY AUTHORITY**

- A. Except as otherwise provided by law, by regulation or by the VALTS bylaws, meetings will be conducted according to Robert's Rules of Order, Revised.
- B. Any action taken on any question or motion duly moved and seconded will be by roll call vote of the VALTS BOE in open session. The record will state how each member voted or if the member was absent or not voting.
- C. Public comment may be taken during any meeting. A limitation of five minutes will be observed for each individual. The presiding officer may limit redundant comments.

**ARTICLE X
PROCEDURAL RULINGS**

- A. The VALTS BOE reserves to itself the function of providing guides for the procedures to be followed in the transaction of VALTS operations. These guides shall constitute the procedures governing the operations of VALTS.
- B. Procedures may be adopted after consideration at a meeting of the VALTS BOE with prior written notification.
- C. The formal adoption of procedures shall be recorded in the minutes of the VALTS BOE.
- D. The operation of any section or sections of procedures, not established by law or contract, may be temporarily suspended by a majority vote of the VALTS BOE members present at regular or special meeting times.
- E. VALTS BOE procedures may be subject to amendment only by a majority vote of all members of the VALTS BOE.

F. Proposals for New Procedures or Changes to Existing Procedures

1. Proposals for new procedures or changes to existing procedures may be initiated, in writing, by any VALTS BOE member or Advisory Council member.
2. Procedure proposals and suggested amendments to or revisions of existing procedures shall be submitted to all VALTS BOE members, in writing, at least three days prior to a regular or special VALTS BOE meeting, at which such a proposed procedure of revision shall be voted upon.

**ARTICLE XI
AMENDMENTS TO BYLAWS**

A. Bylaws may be adopted after consideration at a meeting of the VALTS BOE with prior written notification.

B. Any section or sections of the bylaws not established by law or contract may be temporarily suspended by a majority vote of the VALTS BOE members present at a regular or special meeting, but such bylaw suspension must be reviewed at the next regular or special meeting.

C. VALTS bylaws may be subject to amendment only by a two-thirds vote of all members of the VALTS BOE.

D. Amendments to the Bylaws

1. Amendments to the bylaws may be initiated, in writing, by any VALTS BOE member.
2. Suggested amendments shall be submitted to all VALTS BOE members in writing, at least two weeks prior to a regular or special VALTS BOE meeting, at which such a proposed procedure or revision shall be voted upon.

**INTERLOCAL COOPERATIVE AGREEMENT
AMENDED MAY 2020**

This **AMENDED INTERLOCAL COOPERATIVE AGREEMENT** made and entered into by and between Banner County Public School District No. 04-0001 (hereinafter referred to as “Banner County”), Bayard Public School District No. 62-0021 (hereinafter referred to as “Bayard”), Bridgeport Public School District No. 62-0063 (hereinafter referred to as “Bridgeport”), Gering Public School District No. 79-0016 (hereinafter referred to as “Gering”), Kimball Public School District No. 53-0001 (hereinafter referred to as “Kimball”), Minatare Public School District No. 79-0002 (hereinafter referred to as “Minatare”), Mitchell Public School District No. 79-0031 (hereinafter referred to as “Mitchell”), Morrill Public School District No. 79-0011 (hereinafter referred to as “Morrill”), Scottsbluff Public School District No. 79-0032 (hereinafter referred to as “Scottsbluff”), and Sidney Public School District No. 17-0001 (hereinafter referred to as “Sidney”), collectively referred to in this Interlocal Cooperative Agreement as the “parties”.

RECITALS

WHEREAS, Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney are desirous to enter into an Interlocal Cooperative Agreement, the purpose of which is to provide an alternative learning environment for students; and

WHEREAS, Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney are determined that the establishment of this Interlocal Cooperative Agreement will best serve the students of each respective school district and further shall provide the means of improving and facilitating the quality of education for said students and further shall provide a means of sharing instructional assignments, programs, activities, and functions thereby eliminating duplications of cost of providing such services.

NOW, THEREFORE, IT IS AGREED by and between the parties as follows:

1. **NAME**

The name of the Interlocal Cooperative Agency hereby established shall be:
VALLEY ALTERNATIVE LEARNING TRANSITIONING SCHOOL (hereinafter referred to as “VALTS”)

2. **PURPOSE**

Banner County, Bayard, Bridgeport, Gering, Kimball, Minatare, Mitchell, Morrill, Scottsbluff, and Sidney hereby agree pursuant to the terms of this Interlocal Cooperative Agreement that there is hereby established an Interlocal Cooperative Agreement pursuant to Sec. 13-804 R.R. S. 1943 et seq. hereby establishing a separate entity for the purpose of providing for the general education needs and providing educational services as identified and required by member school districts and further providing for

economy, efficiency and cost effectiveness in the cooperative delivery of education services.

Subject to approval by the Board of Education of VALTS, the allocation of educational slots for students attending VALTS shall be as follows:

Gering Public School District #16	=	20 slots
Mitchell Public School District # 31	=	7 slots
Sidney Public School District #1	=	7 slots
Scottsbluff Public School District #32	=	5 slots
Bayard Public School District #21	=	2 slots
Bridgeport Public School District #63	=	2 slots
Kimball Public School District #1	=	2 slots
Minatare Public School District #2	=	2 slots
Morrill Public School District #11	=	2 slots
Banner County Public School District #1	=	1 slot

Additional slots for districts may be allowed if approved by VALTS/ESU #13 Administration. Member districts also have the option of transferring excess student slots. Any transfer must meet the following conditions:

1. Should a district assume such a slot, the cost of the slot will be the prevailing rate charged all member districts for that same year.
2. The district assuming the slot will pay for the slot on a quarterly basis.

3. GOALS

1. To provide alternative ways for students to achieve high school graduation resulting in increased graduation rates and preparation for life after high school.
2. To certify that, upon completion of a course, students will have reached or surpassed the district and/or state performance assessments which measure student progress.
3. To develop innovative student performance assessments which measure student progress.
4. To provide a caring, diversified learning environment where students will develop positive self-concepts, increase their self-esteem, and recognize and appreciate the correlation between education and success in the workplace.
5. To be accountable to the community and the home school district through quality student achievement.
6. To provide opportunities for community involvement.
7. To provide a safe and orderly school environment.
8. To provide an alternative, diversified environment where students can achieve success.

4. MISSION

The mission of VALTS is to empower students to meet the challenges of our changing world. Our setting will create engaging and empowering learning opportunities.

5. PHILOSOPHY

The philosophy is based upon the belief that students have a right to a free, appropriate education; and students, when offered the appropriate environment, can experience educational success. The traditional education model, effective as it may be for the majority of our students, does not provide the right environment for some students. VALTS will be student rather than department centered. Its curriculum will be built upon state and district mandated standards.

6. DURATION

This Interlocal Cooperative Agreement shall continue until terminated by the Parties as provided herein. This Agreement may be terminated by agreement of all Parties.

7. NOTICE OF PARTICIPATION

The district will be committing to participate in VALTS for two school years beyond the current school year. Each member district agrees it shall budget and pay an assessed amount per slot as determined and agreed to each year by the VALTS Board of Education. The VALTS Board of Education shall, on an annual basis, discuss procedures to address any shortfalls or excesses in the budget which may exist.

A district may notify ESU #13 and the VALTS Board of Education of its intent to withdraw from the VALTS program prior to March 1st of the current school year. If a withdrawal is received by ESU #13 and VALTS Board of Education, such withdrawal shall become effective two years from the end of the school year notification is received. A party who has withdrawn shall have no right to accumulated assets of the Interlocal Cooperative Agency, nor shall the withdrawing party have a right to require the remaining parties to liquidate or otherwise dispose of assets of the Interlocal Cooperative Agency.

8. GENERAL POWERS

Said Interlocal Cooperative Agency shall have all power authorized by the laws of the State of Nebraska including the power to acquire or dispose of real and personal property and shall constitute a separate public body corporate and politic of the state and shall have power: (a) to sue and be sued; (b) to make and execute contracts and other instruments necessary and convenient to exercise of its power; (c) and from time to time to make, amend and repeal bylaws, rules and regulations not inconsistent with the Interlocal Cooperative Act and the agreement providing for its creation, and to carry out and effectuate said powers and purposes.

9. GENERAL ORGANIZATION

This Interlocal Cooperative Agency shall be governed by a Board of Education which

shall be comprised of three duly elected Board of Education members from the district that purchases the most slots, two duly elected Board of Education members from the district that purchases the second most slots, and two duly elected Board of Education members from the district that purchases the third most slots. In the event of a tie, the superintendents of the participating districts shall determine the appropriate district(s) to provide Board of Education members. Members of the Board shall receive no compensation for their services, but shall be reimbursed for the actual and necessary expenses incurred in the performance of their duties. The Board shall elect from its members a President and a Vice President. The Board will also appoint a Secretary and a Treasurer. The Board may receive for a purpose for which is made available any school district, county, state, or federal funds made available to it or funds or property received from any source for operating expenses and for the purpose of matching any funds that may be made available to it on a matching basis by any state or federal agency. The Board shall further have the power to contract for services connected with the operation of this Interlocal Cooperative Agency as needs and interest demand and shall establish fees and charges for services including the power to establish tuition rates for course of instruction offered and shall have the power to exercise any other powers, duties and responsibilities necessary to carry out the purpose of the Interlocal Cooperative Agency authorized by the laws of the State of Nebraska.

10. PURCHASING PROCEDURES

The VALTS Board of Education recognizes the importance of a sound fiscal management program and expects VALTS to maintain an efficient and consistent procedure in purchasing materials and services for the school. All purchasing for VALTS will adhere to the ESU #13 approved purchase process and relevant Board policies.

11. TERMINATION-DISPOSAL OF ASSETS

Upon agreement of the participating parties (all parties other than a party who may have withdrawn) to terminate this Interlocal Cooperative Agreement, the participating parties shall, upon payment of all debts, distribute remaining assets on pro rata; i.e.:

Gering Public School District #16	=	40%
Mitchell Public School District #31	=	14%
Sidney Public School District #1	=	14%
Scottsbluff Public School District #32	=	10%
Bayard Public School District #21	=	4%
Bridgeport Public School District #63	=	4%
Kimball Public School District #1	=	4%
Minatare Public School District #2	=	4%
Morrill Public School District #11	=	4%
Banner County Public School District #1	=	2%
		100%

This **AMENDED AGREEMENT** shall be effective upon its approval by the Board of Education of Banner County Public School District No. 04-0001, the Board of Education of Bayard Public School District No. 62-0021, the Board of Education of Bridgeport Public School District No. 62-0063, the Board of Education of Gering Public School District No. 79-0016, the Board of Education of Kimball Public School District No. 53-0001, the Board of Education of Minatare Public School District No. 79-0002, the Board of Education of Mitchell Public School District No. 79-0031, the Board of Education of Morrill Public School District No. 79-0011, the Board of Education of Scottsbluff Public School District No. 79-0032, and the Board of Education of Sidney Public School District No. 17-0001, and upon execution of such agreement by the Presidents of such school districts.

SIGNATURE PAGES TO FOLLOW

BANNER COUNTY PUBLIC SCHOOL
DISTRICT NO. 04-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

SCOTTSBLUFF PUBLIC SCHOOL
DISTRICT NO. 79-0032

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGES TO FOLLOW

SIDNEY PUBLIC SCHOOL
DISTRICT NO. 17-0001

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGE TO FOLLOW

Dated _____

By _____
President, Board of Education

ATTEST:

Secretary of the Board

ADDITIONAL SIGNATURE PAGE TO FOLLOW

Personnel - All EmployeesWage Information

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

Legal Reference: LB 217 (2019)

Date of Adoption: August 12, 2019

StudentsMilitary Recruiters

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

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

Legal Reference: LB 575 (2019)

Date of Adoption: August 12, 2019

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 ~~a the~~ mission ~~or 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 ~~performance~~ academic achievement.
- D. Development and implementation of ~~a an~~ improvement plan which includes procedures, strategies, ~~or~~ 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: [Insert 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]

Personnel

Standards of Performance for Classified 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]

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

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

Students: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

Employees and Others: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged

discrimination as part of the District's student or employee disciplinary process, and provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

i. Level 1 (Investigation and Findings):

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

4. Remedies:

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

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

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

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

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

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

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

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

5. Confidentiality:

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

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

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

6. Training:

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

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

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

8. Preventive Measures:

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

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

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.
Neb. Rev. Stat. § 79-2,115, et seq

Adopted: August 8, 2011
Revised: July 10, 2017
Revised: May 13, 2019

Personnel - All Employees

Equal Opportunity Employment

It is the policy of [Name] Public Schools to employ the best qualified applicant for each position without regard to sex, disability, race, color, religion, veteran status, national or ethnic origin, 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]

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

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

Date of Adoption: [Insert Date]

Students

Admission Requirements

Minimum Age:

A child shall be eligible for admission into kindergarten at the beginning of the school year if the child is five years of age or will be five years of age on or before July 31 of the calendar year in which the school year for which the child is seeking admission begins. The School Board may admit a child who will reach the age of five years on or after August 1 and on or before October 15 of such school year if the parent or guardian requests such entrance and provides an affidavit stating that (i) the child attended kindergarten in another jurisdiction in the current school year; (ii) the family anticipates a relocation to another jurisdiction that would allow admission within the current year; or (iii) the child has demonstrated through a recognized assessment procedure approved by the School Board that the child is capable of carrying the work of kindergarten.

Early Admission to Kindergarten:

The following assessment procedure for determining if a child is capable of carrying the work of kindergarten is approve and shall be made available to interested persons:

Early kindergarten enrollment exceptions may be made for younger children who are intellectually advanced. At a minimum, eligibility for the admission shall be based upon an analysis of the child's: (1) mental ability, (2) emotional/social development, (3) pre academic skills, and (4) fine motor skills.

The kindergarten early entrance assessment procedures are designed to identify and place in kindergarten those children who:

- a. will turn 5 years of age between August 1 and October 15;
- b. are deemed by parents or guardians as being intellectually advanced and likely to benefit from advanced grade placement; and
- c. are selected on the basis of testing by professionals trained and certified to administer the assessments that will produce evidence of strength in:
 1. mental ability defined as scoring 84th percentile or above on a standardized assessment of cognitive ability such as the Wechsler Pre Primary Scale of Intelligence III, or the Stanford-Binet V;
 2. a test of emotional/social development such as the Behavior Assessment System for Children, Second Edition (BASC-2);
 3. 75th percentile or greater on a test of pre academic skills such as the Woodcock Johnson III; and
 4. a test of fine motor ability, scoring 75th percentile or above on a standardized measurement such as the Beery VMI.

In the discretion of the Superintendent or designee, the assessments may be administered by the School District's professional staff, or the parents or guardians may be required, at their own expense, to have all or some of the required assessments completed by reputable professionals and to submit the results of such assessments to the School District.

The decision regarding early entrance to kindergarten requires careful consideration of all factors that affect kindergarten success with final determination to be made based on the recommendation of the District Evaluation Team, to be composed of such individuals as the Superintendent or designee determine appropriate. The academic, social, and emotional readiness, as well as the student's physical development and well-being, must be weighed with institutional factors also considered. Sound decision making in the area of early entrance to kindergarten is dependent upon reliable information regarding a student's readiness and a thoughtful balancing of the myriad of factors implicated by the decision. Parents will be notified in writing of the results of the Early Kindergarten Entrance assessment and the determination of the District Evaluation Team in a timely fashion; not to exceed three weeks after the assessments are completed.

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

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

The assessment request, reference letter and parent questionnaire must be completed and returned to the District no later than May 25th of the spring before fall enrollment to allow summer assessment to be completed.

Decisions regarding early kindergarten entrance must include consideration of the above and shall not be made based on race, color, gender, religion, ancestry, national origin, marital status, age, disability, or sexual orientation of the child or the child's parents or guardians. Institutional factors, such as capacity, may also be considered.

Admission to First Grade:

A child may be eligible to enter first grade, even if the child has not attended kindergarten, if the child is six years of age or will be six years of age on or before October 15 of the current school year and school officials determine that first grade is the appropriate placement for the child.

Graduates:

A student who has received a high school diploma or received a General Equivalency Diploma shall not be eligible for admission or continued enrollment.

Age 21:

A student shall not be admitted or continued in enrollment after the end of the school year in which the student reaches the age of 21. The school year for this purpose ends at the last day of instruction for graduating seniors.

Birth Certificate, Physical, Visual Evaluation and Immunization:

The parents or legal guardian shall furnish:

- (1) A certified copy of the student's birth certificate issued by the state in which the child was born, upon admission of a child for the first time, shall be provided within 30 days of enrollment. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
- (2) Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
- (3) Evidence of a visual evaluation by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
- (4) Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox), Haemophilus Influenza type b (Hib), invasive pneumococcal disease and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement that establishes than an exception to the immunization requirements are met.
- (5) Every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.
- (6) Kimball Public Schools will follow the "Summary of the School Immunization Rules and Regulations" produced annually by the Department of Health and Human Services and posted at: <http://www.hhs.state.ne.us/reg/t173.htm>

The Superintendent or Superintendent's designee shall notify the parent or guardian in writing of the foregoing requirements and of the right to submit affidavits or statements to object to the requirements, as applicable. The Superintendent or Superintendent's designee shall also provide a telephone number or other contact information to assist the parent or guardian in receiving information regarding free or reduced-cost visual evaluations for low-income families who qualify.

A student who fails to meet the foregoing requirements shall not be permitted to enroll or to enter school, or if provisionally enrolled or enrolled without compliance, shall not be permitted to continue in school until evidence of compliance or an exemption from compliance is given.

Enrollment of Expelled Students

If a student has been expelled from any public school district in any state, or from a private, denominational, or parochial school in any state, and the student has not completed the terms or time period of the expulsion, the student shall not be permitted to enroll in this school district until the expulsion period from such other school has expired, unless the School Board of this school district in its sole and absolute discretion upon a proper application approves by a majority vote the enrollment of such student prior to expiration of the expulsion period. As a condition of enrollment, the School Board may require attendance in an alternative school, class or educational program pursuant to Nebraska law until the terms or time period of the original underlying expulsion are completed. A student expelled from a private, denominational, or parochial school or from any public school in another state, will not be prohibited from enrolling in the public school district in which the student resides or in which the student has been accepted pursuant to the enrollment option program for any period of time beyond the time limits placed on expulsion, pursuant to the Student Discipline Act, or for any expulsion for an offense for which expulsion is not authorized for a public school student under such Act. For purposes of this policy, the term expulsion or expelled includes any removal from any school for a period in excess of twenty (20) school days.

Military Families

If a parent presents evidence to the District of military orders that military family will be stationed in the State of Nebraska during the current or following school year, the District will enroll preliminarily the parent's students.

Legal Reference: Neb. Rev. Stat. §§ 43-2001 to 43-2012
 Neb. Rev. Stat. § 79-214
 Neb. Rev. Stat. §§ 79-217 to 79-223
 Neb. Rev. Stat. § 79-266.01
 173 NAC Chapters 3 and 4 (HHS Regulations)

Adopted: August 14, 2006
Revised: July 10, 2017
 August 12, 2019

FORMS FOR HEALTH RELATED ADMISSION REQUIREMENTS

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

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

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

1. A certified copy of the student's birth certificate issued by the state in which the child was born, prior to admission of a child for the first time. Other reliable proof of the child's identify and age, accompanied by an affidavit explaining the inability to produce a copy of the birth certificate, may be used in lieu of a birth certificate. An affidavit is defined as a notarized statement by an individual who can verify the reason a copy of the birth certificate cannot be produced. (Failure to provide the birth certificate does not result in non-enrollment or disenrollment, but does result in a referral to local law enforcement for investigation).
2. Evidence of a physical examination by a physician, physician assistant, or nurse practitioner, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a physical examination.
3. Evidence of a visual evaluation (for school year 2008-2009 and each school year thereafter) by a physician, a physician assistant, an advanced practice registered nurse, or an optometrist, within six months prior to the entrance of the child into the beginner grade and the seventh grade or, in the case of a transfer from out of state, to any other grade, unless the parent or legal guardian submits a written statement objecting to a visual evaluation. The visual evaluation is to consist of testing for amblyopia, strabismus, and internal and external eye health, with testing sufficient to determine visual acuity.
4. Evidence of protection against diphtheria, tetanus, pertussis, polio, measles, mumps, and rubella, Hepatitis B, Varicella (chicken pox) and Haemophilus Influenzae type b (Hib) and other diseases as required by applicable law, by immunization, prior to enrollment, unless the parent or legal guardian submits a written statement refusing immunization or meets other exceptions established by law (refer to Health and Human Services regulations, 173 NAC 3).
5. On and after July 1, 2010, every student entering the seventh grade shall have a booster immunization containing diphtheria and tetanus toxoids and an acellular pertussis vaccine which meets the standards approved by the United States Public Health Service for such biological products, as such standards existed on January 1, 2009.

Forms to submit objections are available from the school.

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

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

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

This affidavit is submitted for the following child: _____.

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

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

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

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

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

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

Affiant

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

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

Notary Public

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

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

State of Nebraska

ss.

County of _____

This Affidavit is being submitted on behalf of

(Name of Student)

(Birthdate of Student)

If the student is of the age of majority:

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

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

If the student is a minor:

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

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

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

(Signature of Affiant)

SUBSCRIBED AND SWORN to before me this _____ day of _____

Notary Public

REFUSAL OF IMMUNIZATION For Medical Reasons

As the physician of:

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

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

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

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

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

Comments _____

Signature of Physician Date

* Each disease for which a vaccine has not been administered must be checked. Parent / guardian must submit dates of immunization for all other diseases.

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

Documentation of Varicella (Chickenpox) Disease

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

This document is being submitted on behalf of:

(Name of child/student)

(Birth date of child/student)

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

had the varicella disease in _____ (year).

(Signature of parent/guardian/medical provider)

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

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

Child No. 1: _____
Child No. 2: _____

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

I hereby object in writing to the:

_____ physical examination
_____ visual evaluation
(check one or both)

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

Dated this ____ day of _____, 20__.

Parent or Guardian

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



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

School Name (if desired)

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

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

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

Check which apply:

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

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

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

SIGN HERE _____
 Signature of Parent/Guardian Date

Comments: _____

(New Form)

**Summary of the School Immunization Rules and Regulations
For 2017-2018 School Year**

Student Age Group	Required Vaccines
Ages 2 through 5 years enrolled in a school based program not licensed as a child care provider	4 doses of DTaP, DTP, or DT vaccine, 3 doses of Polio vaccine, 3 doses of Hib vaccine or 1 dose of Hib given at or after 15 months of age, *Hib not required after child reaches 5 yrs. of age 3 doses of pediatric Hepatitis B vaccine, 1 dose of MMR or MMRV given on or after 12 months of age, 1 dose of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. 4 doses of pneumococcal or 1 dose of pneumococcal given on or after 15 months of age. *Pneumococcal not required after child reaches 5 yrs. of age.
Students from Kindergarten through 12 th Grade, including all transfer students from outside the State of Nebraska and any foreign students	3 doses of DTaP, DTP, DT, or Td vaccine, one given on or after the 4 th birthday, 3 doses of Polio vaccine, 3 doses of pediatric Hepatitis B vaccine or 2 doses of adolescent vaccine if student is 11-15 years of age. 2 doses of MMR or MMRV vaccine, given on or after 12 months of age and separated by at least one month, 2 doses of varicella (chickenpox) or MMRV given on or after 12 months of age. Written documentation (including year) of varicella disease from parent, guardian, or health care provider will be accepted. If the child has had varicella disease, they do not need any varicella shots.
Additionally, for 7th Grade Only	1 dose of Tdap (must contain Pertussis booster)

Source: Nebraska Immunization Program, Nebraska Department of Health and Human Services. For additional information, call 402-471-6423.

The School Rules & Regulations are available on the internet: <http://www.hhs.state.ne.us/reg/t173.htm> (Title 173: Control of Communicable Diseases - Chapter 3; revised and implemented 2011)
Updated 1/25/2017

AFFIDAVIT
(For Child to Enroll Early in Kindergarten)

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

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

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

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

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

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

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

Parent or Guardian

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

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

Notary Public

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

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

____ institutions of higher education
____ military recruiters
(check one, both, or none)

Signed by: ___ Student ___ Parent (Check One)

_____ Signature/Date

_____ Print Name

_____ Address

_____ City/State/Zip Code

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

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

“(a) POLICY.—

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

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

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

20 USC 7908.

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

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

Students: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

Employees and Others: Superintendent of Schools, 901 S. Nadine Kimball, NE 69145 (308) 235-2188.

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Anti-retaliation:

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

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

3. Grievance (or Complaint) Procedures:

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

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

District employees, supervisors and administrators must immediately report any complaints, reports, observations, or other information of alleged discrimination to the designated coordinator, even if that District employee is investigating the alleged discrimination as part of the District's student or employee disciplinary process, and

provide the complainant with information for filing a complaint of discrimination, including a complaint form if requested, and contact information for the District's designated coordinator. If the District uses its disciplinary procedures to investigate and resolve an alleged discrimination complaint, those disciplinary procedures will comply with the District's standards for a prompt and equitable grievance procedure outlined in section B.2., below.

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

i. Level 1 (Investigation and Findings):

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

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

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

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

- a. Providing the parties with the opportunity to present witnesses and provide evidence.

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

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

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

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

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

ii. Level 2 (Appeal to the Superintendent):

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

iii. Level 3 (Appeal to the Board):

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

4. Remedies:

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

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

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

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

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

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

- g. Conducting in conjunction with students or employees, a “climate check” to assess the effectiveness of efforts to ensure that the District is free from discrimination, harassment (including violence), and retaliation, and using the resulting information to inform future proactive steps that will be taken by the District.

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

5. Confidentiality:

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

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

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

6. Training:

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

- a. The current legal standards and compliance requirements of anti-discrimination, anti-harassment, and anti-retaliation federal, state, and any local laws and regulations, including several specific examples of discrimination, harassment (including acts of violence because of a person's sex or other protected characteristics), and retaliation.
- b. The District's current anti-discrimination, anti-harassment, and anti-retaliation notice, policies, grievance procedure, and discrimination complaint form, including the specific steps and timeframes of the investigative procedures, and the District's disciplinary procedures.
- c. Identification of the District's designated compliance coordinators and their job responsibilities.
- d. Specific examples and information regarding how to report complaints or observations of discrimination, harassment, or retaliation to appropriate District officials or employees. In addition, the District will emphasize that employees, students, third parties, and others should not be deterred from filing a complaint or reporting discrimination. For instance, if a student is the victim of sexual violence, a form of sexual harassment, but the student is concerned that alcohol or drugs were involved, school staff should inform the student that the District's primary concern is student safety, that any other rules violations will be addressed separately from the sexual violence allegation, and that the use of alcohol or drugs never makes the victim at fault for sexual violence.
- e. Potential consequences for violating the District's anti-discrimination, anti-harassment, and anti-retaliation policies, including discipline.
- f. Potential remedies, including immediate, interim remedies, to eliminate the discrimination, harassment, and retaliation, prevent its recurrence, and remedy its effects.
- g. A description of victim resources, including comprehensive victim services, to address acts of discrimination and harassment, including acts of violence because of a person's sex or other protected characteristics, and a list of those resources for distribution to trainees.

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

7. Designated Compliance Coordinators:

Designated compliance coordinators will be responsible for:

- a. Coordinating efforts to comply with anti-discrimination, anti-harassment, and anti-retaliation laws and regulations.
- b. Coordinating and implementing training for students and employees pertaining to anti-discrimination, anti-harassment and anti-retaliation laws and regulations, including the training areas listed above.
- c. Investigating complaints of discrimination (unless the coordinator designates other trained individuals to investigate).

- d. Monitoring substantiated complaints or reports of discrimination, as needed (and with the assistance of other District employees, if necessary), to ensure discrimination or harassment does not recur, and that retaliation conduct does not occur or recur.
- e. Overseeing discrimination complaints, including identifying and addressing any patterns or systemic problems, and reporting such patterns or systemic problems to the Superintendent and the Board of Education.
- f. Communicating regularly with the District's law enforcement unit investigating cases and providing current information to them pertaining to anti-discrimination, anti-harassment, and anti-retaliation standards and compliance requirements.
- g. Reviewing all evidence in harassment or violence cases brought before the District's disciplinary committee or administrator to determine whether the complainants are entitled to a remedy under anti-discrimination laws and regulations that was not available in the disciplinary process.
- h. Ensuring that investigations address whether other students or employees may have been subjected to discrimination, including harassment and retaliation.
- i. Determining whether District employees with knowledge of allegations of discrimination, including harassment and retaliation, failed to carry out their duties in reporting the allegations to the designated compliance coordinator and responding to the allegations.
- j. Recommending changes to this policy and grievance procedure.
- k. Performing other duties as assigned.

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

8. Preventive Measures:

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

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

Legal Reference: Title VI, 42 U.S.C. § 2000d, Title VII, 42 U.S.C. § 2000e, Title IX; 20 U.S.C. § 1681, and the Nebraska Fair Employment Practices Act, Neb. Rev. Stat. §48-1101 et seq.
Age Discrimination in Employment Act (ADEA), the Older Workers Benefit Protection Act (OWBPA), 29 U.S.C. §621 et seq., and the Nebraska Age Discrimination in Employment Act, Neb. Rev. Stat. §48-1001 et seq.;
Americans with Disabilities Act (ADA), 42 U.S.C. § 12101 et seq.
Section 504 of the Rehabilitation Act of 1973 (Section 504)
Pregnancy Discrimination Act, 42 U.S.C. § 2000e(k)
Uniform Service Employment and Reemployment Rights Act (USERRA), 38 U.S.C. § 4301 et seq.
Neb. Rev. Stat. § 79-2,115, et seq

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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]

StudentsSearch 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:

STUDENTS

504.13

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)

STUDENTS

504.13

Date of Adoption: [Insert Date]

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 [Name] Public Schools adopts the NDE Guidance entitled “Bridging the Gap from Concussion to the Classroom,” (2nd Edition)¹ and accompanying Appendix,² 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.

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

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

InstructionCeremonies, 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: [Insert Date]

InstructionEqual 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, ~~us creed,~~ veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status~~national origin, sex or disability.~~

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: [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 statuses~~sex, political affiliation, religion, disability or sexual preference~~; promote sexual harassment; or to promote personal, political, or religious business or beliefs.
 - ii. Permissible Use. Electronic messaging is to be used only for purposes that are consistent with the mission of the school district. Electronic messaging is not permitted to be used for personal purposes except for: incidental, intermittent or occasional use which does not interfere with performance of duties as determined by the administration, use that is authorized pursuant to an individual use agreement, and use that

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

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

4. Electronic Records

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

5. Litigation Holds

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

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

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

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

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

6. Settlement Agreements

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

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

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

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

Legal Reference: Neb. Rev. Stat. 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]

StudentsSafe Pupil Transportation Plan**[Name] 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: [Insert Date]

New Construction and Improvements to Existing BuildingsDesign-Build Under the Political Subdivisions Construction Alternatives Act, Neb. Rev. Stat. Sec. 13-2901 et seq.

1. **Introduction:** The School District is authorized to enter into Design-Build 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 Design-Build Contract and the general terms of such contract.

2. **Terms Defined:**

A. “Design-Build Contract” means a contract developed under the terms and conditions of this policy which is subject to qualification-based selection between the School District and a Design-Builder to furnish (a) architectural, engineering, and related design services for a construction project pursuant to the Act, and (b) labor, materials, supplies, equipment, and construction services for a construction project pursuant to the Act.

B. “Design-Builder” means the legal entity which proposes to enter into a Design-Build Contract pursuant to the Act and this policy.

C. “Letter of Interest” means a statement indicating interest to enter into a Design-Build Contract for a project pursuant to the Act and this policy.

D. “Performance-Criteria Developer” means any person licensed or any organization issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Sections 81-3401 et seq., who is selected by the School District to assist the School District in the development of Construction Project Performance Criteria, Requests for Proposals, evaluation of Proposals, evaluation of the construction under a Design-Build Contract to determine adherence to the Project Performance Criteria, and any additional services requested by the School District to represent its interests in relation to a construction project.

E. “Project Performance Criteria” means the performance requirements of the construction project suitable to allow the Design-Builder to make a Proposal. Performance requirements include the following, if required by the construction project: capacity, durability, standards, ingress and egress requirements, description of the site, surveys, soil and environmental information concerning the site, interior space requirements, material quality standards, design and construction schedules, site development requirements, provisions for utilities, storm water retention and disposal, parking requirements, applicable governmental code requirements, and other criteria for the intended use of the construction project.

F. “Proposal” means an offer in response to a Request for Proposals by a Design-Builder to enter into a Design-Build Contract for a School District construction project pursuant to the Act and this policy.

G. “Qualification-Based Selection Process” means a process of selecting a Design-Builder based first on the qualifications of the Design-Builder and then on the Design-Builder’s proposed approach to the design and construction of the School District construction project.

H. “Request for Letters of Interest” means the documentation or publication by which the School District solicits Letters of Interest.

I. “Request for Proposals” means the documentation by which the School District solicits Design-Builder Proposals.

3. ***Board Selection of Design-Build 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 Design-Build 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 Performance-Criteria Developer 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. ***Procedures for Selecting and Hiring a Performance-Criteria Developer:*** Prior to proceeding with any School District construction project using the Design-Builder method under the Act, the School District shall retain the services of a Performance-Criteria Developer under the following procedures:

A. In the event that the estimated fee for the professional services of a Performance-Criteria Developer is less than Forty Thousand Dollars (\$40,000), the School District shall informally solicit proposals or statements of qualifications from persons licensed or organizations issued a certificate of authorization to practice architecture or engineering pursuant to the Nebraska Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., and select a Performance-Criteria Developer that, in the sole opinion of the School District, is best suited to the specific School District construction project. The School District shall negotiate and enter into a written Performance-Criteria Developer contract with the selected person/firm.

B. In the event that the estimated fee for the professional services of a Performance-Criteria Developer exceeds Forty Thousand Dollars (\$40,000), the School District shall select a Performance-Criteria Developer based on the following procedures, which are to be consistent with the Nebraska Consultants’ Competitive Negotiation Act, Neb. Rev. Stat. Section 81-1700 et seq.

(1) Public notice of a request for qualifications for the position of Performance-Criteria Developer shall be given in a manner consistent with School District policy. In addition, known persons and/or firms engaged in the lawful practice of their profession who desire to provide professional services will be encouraged to submit a proposal or statement of qualifications.

(2) Proposals or statements of qualifications shall be objectively evaluated and discussions with qualified persons/firms shall be conducted regarding the person's/firm's qualifications, approach to the project, and ability to furnish the services of performance-criteria developer. If necessary, person(s)/firm(s) may be asked to provide public presentations.

(3) Qualified persons/firms shall be ranked in order of preference after considering such factors as (i) the ability of professional personnel, (ii) past performance, (iii) willingness to meet time and budget requirements, (iv) location, recent, current and projected workloads of the persons/firms, and (v) the volume of work previously awarded to the person/firm.

(4) The School District shall attempt to negotiate a Performance-Criteria Developer contract with the highest ranked qualified person/firm and may enter into a Performance-Criteria Developer contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the highest ranked person/firm, the [Name] Public School District may terminate negotiations with that person/firm. The [Name] Public School District may then undertake negotiations with the second highest ranked person/firm and may enter into a performance-criteria developer contract after negotiations. If the Board of Education is unable to negotiate a satisfactory contract with the second highest ranked person/firm, the Board may undertake negotiations with the third highest ranked person/firm, if any, and may enter into a performance-criteria developer contract after negotiations.

C. The procedures in subparagraphs A and B above shall include the requirement that the Performance-Criteria Developer (a) is a person licensed or an organization issued a certificate of authorization to practice architecture or engineering in the State of Nebraska pursuant to the Engineers and Architects Regulation Act, Neb. Rev. Stat. Section 81-3401 et seq., (b) is ineligible to be included as a provider of any services in a Proposal as a Design-Builder for the construction project on which it has acted as Performance-Criteria Developer, and (c) is not employed by or does not have a financial or other interest in a Design-Builder who will submit a Proposal.

D. The Procedure shall also provide that the Performance-Criteria Developer shall assist the School District in the development of project Performance Criteria, Letters of Interest, Requests for Proposals, evaluation of the Proposals, evaluation of design and construction under the Design-Build Contract to determine adherence to the Performance Criteria, and any additional services requested by the School District to represent its interests in relation to the construction project.

5. ***Procedures for the Preparation and Content of Request for Letters of Interest and Procedures and Standards to be Used to Prequalify Design-Build Candidates:*** The School District shall prepare and issue a Request for Letters of Interest for the position of Design-Builder under the Act and in accordance with this section and shall prequalify Design-Builders on the basis of Letter of Interest responses received from such firms submitted in accordance with this section.

A. The Request for Letters of Interest shall be (a) published in a newspaper of general circulation within the School District at least thirty (30) days prior to the deadline for receiving Letters of Interest and (b) sent by first-class mail to any Design-Builder upon request.

B. The Request for Letters of Interest shall include, at a minimum, a description the School District construction project in sufficient detail to permit a Design-Builder to submit a Letter of Interest, which may include a description of the scope and nature of the construction project, the project site, the schematic design (if any has been prepared), the preliminary project schedule and estimated budget.

C. Letters of Interest shall be reviewed by the School District, in consultation with the Performance-Criteria Developer. The School District will evaluate prospective Design-Builders based on the information submitted to the School District in the Letters of Interest.

D. The School District shall select as prequalified at least three (3) prospective Design-Builders who submitted Letters of Interest; provided that if only two (2) Design-Builders have submitted Letters of Interest, the School District shall select as prequalified at least two (2) prospective Design-Builders. The selected Design-Builders then shall be considered prequalified and eligible to receive a Request for Proposals.

6. ***Procedures for the Preparation and Content of Request for Proposals:*** The School District shall prepare the Request for Proposals for the position of Design-Builder under the Act and in accordance with this section. The Request for Proposals shall be sent only to the prequalified Design-Builders. 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. A project statement, which contains information about the scope and nature of the project, the project site, the schedule, and the estimated construction budget and other budget parameters.

E. The Project Performance Criteria.

F. Instructions to prospective Design-Builder firms, which shall state that the following requirements, at a minimum, must be contained in any submitted Proposal:

(1) A description of the Design-Builder's project team and organization of such team;

Proposals;

- (2) Fee proposal, if required by the School District as part of the Request for

- (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;

- (5) A written statement of the Design-Builder's proposed approach to the design and construction of the project, which may include graphic materials illustrating the proposed approach to design and construction but shall not include price proposals;

- (6) A written acknowledgement that the Design-Builder agrees to the following conditions:

- (i) an architect or engineer licensed to practice in Nebraska will participate substantially in those aspects of the offering which involve architectural or engineering services;

- (ii) at the time of the design-build offering, the Design-Builder will furnish to the School District a written statement identifying the architect or engineer who will perform the architectural or engineering work for the design-build project;

- (iii) the architect or engineer engaged by the Design-Builder to perform the architectural or engineering work with respect to the design-build project will have direct supervision of such work and may not be removed by the Design-Builder prior to the completion of the project without the written consent of the School District;

- (iv) a Design-Builder offering design-build services with its own employees who are design professionals licensed to practice in Nebraska will (a) comply with the Engineers and Architects Regulation Act by procuring a certificate of authorization to practice architecture or engineering and (b) submit proof of sufficient professional liability insurance; and (c) the rendering of architectural or engineering services by a licensed architect or engineer employed by the Design-Builder will conform to the Engineers and Architects Regulation Act and rules and regulations adopted under the act;

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 Design-Builder, including General Conditions of the Contract for Construction. Such Agreement may set forth an initial determination of the manner by which the Design-Builder 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 Design-Builder;

L. Insurance requirements, which shall provide that the Design-Builder 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 Design-Builder from claims which may arise out of or result from the Design-Builder's operations under the contract and for which the Design-Builder may be legally liable, whether such operations be by the Design-Builder 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, religionage, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected statuses~~sex, age, disability or sexual orientation~~.

(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 Design-Builder.

(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;

7. ***Procedures for Preparing and Submitting Proposals:*** Only Design-Builders prequalified under this policy may submit Proposals. The School District only will accept, consider and evaluate Proposals submitted by prequalified Design-Builders and will not accept, consider or evaluate any Proposals submitted by firms not prequalified. Proposals submitted by interested Design-Builder 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, religion, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected statuses~~sex, age, disability or sexual orientation.~~

8. ***Procedures for Evaluating Proposals in Accordance with Neb. Rev. Stat. Sections 13-2908 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. Sec. 13-2911 and this section.

A. Referral to Selection Committee: In evaluating Proposals in accordance with Neb. Rev. Stat. Sec. 13-2908, 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) The Performance-Criteria Developer;

(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 Design-Builder who has a Proposal being evaluated and shall not be employed by the School District or the Performance-Criteria Developer.

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 Design-Builder to complete the project.	Ten percent (10%) of total points
2	The ability of the proposed personnel of the Design-Builder to perform.	Thirty percent (30%) of total points
3	The character, integrity, reputation, judgment, experience, and efficiency of the Design-Builder.	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 Design-Builder to perform within the time specified.	Thirty percent (30%) of total points
6.	The previous and existing compliance of the Design-Builder with laws relating to the contract.	Ten percent (10%) of total points
7.	OPTIONAL – The ability and resources of the Design-Builder to recruit qualified contractors for the Project, including but not limited to local contractors.	Twenty percent (20%) of total points
8.	OPTIONAL – The Design-Builder’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 Design-Builder 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 Design-Builder 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 Design-Builder 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 Design-Builder Contract Negotiations:***

A. The School District may only proceed to negotiate and enter into a Design-Build Contract if there are at least two (2) proposals from pre-qualified Design-Builders.

B. Negotiations with Highest Ranked Design-Builder: The School District shall attempt to negotiate a Design-Build Contract with the highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. The negotiations shall include a final determination of the manner by which the Design-Builder selects a subcontractor.

C. Negotiations with Second Highest Ranked Design-Builder: If the School District is unable to negotiate a satisfactory contract with the highest ranked Design-Builder, the School District may terminate negotiations with that Design-Builder. The School District may then undertake negotiations with the second highest ranked Design-Builder and may enter into a Design-Build Contract after negotiations. If the School District is unable to negotiate a satisfactory contract with the second highest ranked Design-Builder, the School District may undertake negotiations with the third highest ranked Design-Builder, if any, and may enter into a Design-Build Contract after negotiations.

D. Requirement of Execution of Written Contract: No contractual rights shall be created between the Design-Builder 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.

E. Filing of Design-Build Contract: The School District shall file a copy of all Design-Build 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 Design-Builder shall file a copy of all contract modifications and change orders with the department.

F. Unsuccessful Negotiations with Design-Build Candidates: If the School District is unable to negotiate a satisfactory contract with any of the ranked Design-Builders, the School District may either revise the Request for Proposals and solicit new proposals or cancel the Request for Proposals process.

G. Modification of Design-Build Contract: A Design-Build Contract may be conditioned upon later refinements in scope and price and may permit the School District in agreement with the Design-Builder 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 Design-Build Contract:*

A. Protest Relation to Solicitation:

(1) A Design-Builder seeking to protest the policies adopted by the Board of Education pursuant to the Act, and the form or content of the Request for Letters of Interest or the form or content of the Request for Proposals promulgated by the School District, or the notice of the Request for Letters of Interest or the Request for Proposals, or any prequalification or 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 Letters of Interest or Request for Proposals, as the case may be.

(2) A Design-Builder candidate seeking to protest the Letters of Interest or Proposal opening process used by the School District must file such protest within seven (7) calendar days from the date of the Letters of Interest or Proposal opening, as the case may be.

(3) A Design-Builder candidate seeking to protest the process and procedures used by the selection committee in evaluating and/or ranking the Design-Builder 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 Design-Build Contract: A Design-Builder candidate seeking to protest the process and procedures used by the School District in the negotiation or execution of the Design-Build Contract must file such protest within seven (7) calendar days from the date the Board of Education takes action to approve the Design-Build 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.

11. Procedures for the Evaluation of Construction Under the Design-Build Contract by the Performance-Criteria Developer to Determine Adherence to the Performance Criteria: The Performance-Criteria Developer shall be the School District's representative for purposes of evaluating the design and construction under the Design-Build Contract to determine adherence by the Design-Builder to the Project Performance Criteria established for the project. The procedures to be followed by the School District, Performance-Criteria Developer and the Design-Builder for purposes of such evaluation shall be as follows:

A. The Performance-Criteria Developer shall review and evaluate the construction methods and materials, including any shop drawings and submittals, used by the Design-Builder to determine adherence with the Project Performance Criteria.

B. The Performance-Criteria Developer shall be a representative of and shall advise and consult with the School District during the performance of the Design-Build Contract by the Design-Builder. The Performance-Criteria Developer shall have authority to act on behalf of the School District with regard to any issue arising regarding the performance of the Design-Build Contract by the Design-Builder. The Design-Builder shall provide the Performance-Criteria Developer with copies of all construction documents, including, but not limited to, all plans and specifications, shop drawings, requests for information from contractors, and warranties for equipment and materials.

C. The Performance-Criteria Developer, as a representative of the School District shall visit the site at intervals appropriate to the stage of the Design-Build Contractor's operations, when services are needed or necessary, or as otherwise directed by the School District (1) to become familiar with and to keep the School District informed about the progress and quality of the portion of the work completed, (2) to guard the School District against defects and deficiencies in the work, and (3) to determine in general if the work is being performed in a manner establishing that the work, when fully completed, will be in accordance with the performance criteria for the project.

D. The Performance-Criteria Developer shall be responsible for the Performance-Criteria Developer's negligent acts or omissions and those of the Performance-Criteria Developer's personnel providing services, but shall not have control over or charge of and shall not be responsible for acts or omissions of the Design-Builder, subcontractors, or their agents or employees, or of any other persons or entities performing portions of the work.

E. The Performance-Criteria Developer shall at all times have access to the work wherever it is in preparation or progress.

F. The School District shall endeavor to communicate with the Design-Builder through or in conjunction with the Performance-Criteria Developer about matters arising out of or relating to the project.

G. Upon issuance by the Design-Builder of a certificate of substantial completion, the Performance-Criteria Developer shall conduct a final inspection and evaluation of the project to confirm that all components of the work have been completed in accordance with the performance criteria established for the project.

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

Date of Adoption: [Insert Date]

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]