

Scottsbluff Board of Education Regular
Meeting
Monday, December 11, 2023 6:00 PM

Scottsbluff High School Board Meeting Room
313 E 27th Street
Scottsbluff, Nebraska 69361

Agenda

1. Opening Procedures
 - 1.a. Call to Order
 - 1.b. Roll Call
 - 1.c. Excuse Absent Member(s)
2. Pledge of Allegiance
3. Open Meetings Law
4. Consent Agenda
 - 4.a. Adopt Agenda
 - 4.b. Approval of Certified Staff Retirement
 - 4.b.1. Rob Shoopman, Science, Scottsbluff High School
 - 4.b.2. Derek Deaver, Business and Internship Coordinator, Scottsbluff High School
 - 4.c. Approval of Certified Staff Hire
 - 4.c.1. Andrea Egelkraut, Special Education
 - 4.c.2. Jeanine Bussinger, Special Education
 - 4.d. Approve Minutes as follows:
 - 4.d.1. November 13, 2023
5. Expenditures
 - 5.a. Expenditures, without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. and Tory Schwartz: \$2,197,339.73
 - 5.b. Expenditures for Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C.: \$107.50
 - 5.c. Expenditures for Tory Schwartz: \$50.00
6. Awards and Recognitions
 - 6.a. All-State Chorus
Speaker(s): Brad Ronne
 - 6.b. All-State Orchestra
Speaker(s): Brad Ronne/Frank Ibero
 - 6.c. 8th Grade All-State Band
Speaker(s): Michael Koch
 - 6.d. Softball
Speaker(s): Dan Fox
7. Public Comment - a total of 60 minutes will be allotted (no more than 4 minutes per speaker).
8. Student Report
Speaker(s): Ava Reed
9. Update
 - 9.a. Westmoor Elementary
Speaker(s): Bert Wright
 - 9.b. 2022-2023 Classifications and Assessment Results

- Speaker(s):** Mike Mason
- 9.c. Committee on American Civics Review
- Speaker(s):** Mike Mason
10. Unfinished Business
- 10.a. Board Policy Review - 1000 Series - “Community Relations” - Second Reading
- 10.b. Revision of Board Policy 5404 - Safe Sport Authorization Act - Second Reading
11. New Business
- 11.a. Discuss, consider and take all necessary action with regard to possible approval and authorization to execute a property purchase and sale agreement with 2617 Property Interests, LLC, for the purchase of the approximately 12.36 acre parcel of real property, including buildings, parking lot, improvements, furniture, fixtures and personal property, located at 2617 College Park, Scottsbluff, Nebraska, in the purchase price amount of \$1,500,000.
- Speaker(s):** Marianne Carlson
- 11.b. Superintendent Evaluation Instrument
- 11.c. Superintendent Contract Changes
- Speaker(s):** Marianne Carlson
- 11.d. Riding Lawn Mower
- Speaker(s):** Marianne Carlson
12. Reports and Proposals
- 12.a. Board Members
- 12.b. Board Committee Reports
- 12.b.1. Curriculum & Instruction/Americanism Committee - Next Meeting: December 15, 2023 @ 11:30 AM
- Speaker(s):** Mike Mason
- 12.b.2. Facility Committee - Next Meeting: January 3, 2024 @ 12:00 PM
- Speaker(s):** Marianne Carlson
- 12.b.3. Finance Committee - Next Meeting: January 3, 2024 @ 11:00 AM
- Speaker(s):** Marianne Carlson
- 12.b.4. Student Services Committee - Next Meeting: December 21, 2023 @ 11:30 AM
- Speaker(s):** Dr. Wendy Kemling
- 12.c. From the Administrative Staff:
- 12.c.1. Executive Director of Finance
- Speaker(s):** Marianne Carlson
- 12.c.2. Executive Director of Student Services
- Speaker(s):** Dr. Wendy Kemling
- 12.c.3. Executive Director of Curriculum and Instruction
- Speaker(s):** Mike Mason
- 12.c.4. Superintendent
- Speaker(s):** Dr. Andrew Dick
13. Future Meetings and Dates to Remember
- 13.a. December 20, 2023 - ReConnect Graduation - 5:30 PM
- 13.b. December 21, 2023 - Board of Education Special Meeting - 5:00 PM
- 13.c. December 22, 2023 - End of 1st Semester/11:30 AM Early Release
- 13.d. December 23, 2023 - January 7, 2024 - Winter Break

- 13.e. January 8, 2024 - Board of Education Regular Meeting
- 13.f. January 8, 2024 - ½ PD Day & ½ Work Day - No Students
- 13.g. January 9, 2024 - 2nd Semester Begins
- 14. Move into Closed Session
- 15. Exit Closed Session
- 16. Adjournment



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December 1, 2023

Dr. Andrew Dick
Scottsbluff Board of Education
1722 1st Ave.
Scottsbluff, NE 69361

Dear Dr. Dick and the Scottsbluff Board of Education,

It gives me great pleasure to recommend Ms. Andrea Egelkraut as a teacher for the Scottsbluff Public Schools beginning with the 2024-2025 school year. Ms. Egelkraut holds a Bachelor of Science degree in Physiology and a Masters in special education. We are excited to have Ms. Egelkraut join the Scottsbluff Public Schools.

Sincerely,

Wendy Kemling-Horner
Executive Director of Student Services



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December 6, 2023

Dr. Andrew Dick
Scottsbluff Board of Education
1722 1st Ave.
Scottsbluff, NE 69361

Dear Dr. Dick and the Scottsbluff Board of Education,

It gives me great pleasure to recommend Mrs. Jeanine Bussinger as a teacher for the Scottsbluff Public Schools beginning January 8, 2024. Mrs. Bussinger will earn her Bachelor degree in special education at the end of December 2023. We are excited to have Mrs. Bussinger join the Scottsbluff Public Schools.

Sincerely,

Wendy Kemling-Horner
Executive Director of Student Services

Scottsbluff Board of Education Regular Meeting
Monday, November 13, 2023 6:00 PM

Scottsbluff High School Board Meeting Room
313 E 27th Street
Scottsbluff, Nebraska 69361

Mark Lang: Present
Beth Merrigan: Present
Robert Polk: Present
Scott Reisig: Present
Tory Schwartz: Present
Paul Snyder: Absent

1. Opening Procedures

The Board of Education meeting was called to order by Board President Scott Reisig at 6:00 PM.

1.a. Call to Order

1.b. Roll Call

1.c. Excuse Absent Member(s) Paul Snyder

Motion to excuse absent member Paul Snyder Passed with a motion by Mark Lang and a second by Beth Merrigan.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

2. Pledge of Allegiance

3. Open Meetings Law

This meeting was held in accordance to the Open Meetings Act. Notice of this meeting was published in the Star-Herald and on the Scottsbluff Public Schools website.

4. Consent Agenda

Motion to accept the Consent Agenda Passed with a motion by Robert Polk and a second by Mark Lang.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

4.a. Adopt Agenda

4.b. Approve Minutes as follows:

4.b.1. October 9, 2023 - Regular Board Meeting

4.b.2. October 30, 2023 - Special Board Meeting

5. Expenditures

5.a. Expenditures, without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. and Tree Monkeys, LLC: \$916,687.37

Motion to approve the expenditures without Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. and Tree Monkeys, LLC for the amount of \$916,687.37. Passed with a motion by Tory

Schwartz and a second by Mark Lang.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

5.b. Expenditures for Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C.: \$2,096.25

Motion to approve the expenditures for Douglas, Kelly, Ostdiek, Snyder, Ossian and Vogl, P.C. for the amount of \$ 2,096.25. Passed with a motion by Mark Lang and a second by Robert Polk.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

5.c. Expenditures for Tree Monkeys, LLC: \$5,300.00

Motion to approve the expenditures for Tree Monkeys, LLC for the amount of \$5,300.00. Passed with a motion by Mark Lang and a second by Beth Merrigan.

Robert Polk: Abstain (With Conflict), Mark Lang: Yea, Beth Merrigan: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

6. Awards and Recognitions

6.a. Esports

Esports Coach Chris Brening spoke.

6.b. Cross Country

Cross Country Coach Aaron Carrizales spoke.

6.c. Girls Golf

Girls Golf Coach Jane Kelley spoke.

6.d. Softball

6.e. Volleyball

Girls Volleyball Coach Leslie Foral spoke.

7. Public Comment - a total of 60 minutes will be allotted (no more than 4 minutes per speaker). There were no members of the public present who wished to address the Board of Education.

8. Student Report

Scottsbluff High School Senior Ava Reed informed the Board that October was a very successful month at Scottsbluff High School. The Softball team won their first-ever game at state, and the Volleyball team won Districts for the first time since 2006. The Girls Golf team placed 3rd at State, the DECA team had 22 students place in the top three with six of those members being 1st place medal winners, and the high school's Play Production team won a recent home competition. The HOSA team now has over 100 members, who recently participated in the UNK Conference. The Trunk or Treat event was a success. The Old West Choir Fest was held in early November. ReConnect is currently finalizing their third downtown mural. Ava Reed thanked the Board for their continued support and for making all these opportunities available for students.

9. Update

9.a. Scottsbluff High School

Scottsbluff High School Principal Justin Shaddick introduced SHS teachers Derek Deaver and Sue Herdt, who provided an update on the Skilled/Trades Programs and the CHOICES program.

10. Unfinished Business

10.a. Revision of Board Policy 5004 - Full-Time and Part-Time Enrollment - Second Reading

Motion to approve the revision to Board Policy 5004 - Full-Time and Part-Time Enrollment as presented. Passed with a motion by Tory Schwartz and a second by Beth Merrigan.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

11. New Business

11.a. Board Policy Review - 1000 Series - "Community Relations" - First Reading

This is a first reading of these policies; no action was taken.

11.b. Revision of Policy 5404 - Safe Sport Authorization Act - First Reading

This is a first reading of the policy; no action was taken.

11.c. Revision to the 2023-2024 SBPS Staff Handbook

Motion to approve the revisions to the 2023-2024 SBPS Staff Handbook as presented. Passed with a motion by Mark Lang and a second by Beth Merrigan.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

11.d. Vehicle Disposal

Motion to approve the sale of the 2007 Honda Accord for \$775 to Matthew De Los Santos.

Passed with a motion by Robert Polk and a second by Tory Schwartz.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

11.e. Proposed 2024 Board Meeting Dates

All meetings will be held at 6:00 PM unless otherwise specified.

January 8, 2024

February 12, 2024

March 11, 2024

April 8, 2024

May 13, 2024

June 10, 2024

July 8, 2024

August 12, 2024

August 29, 2024

September 9, 2024

October 14, 2024

November 11, 2024

December 9, 2024

Motion to approve the proposed 2024 Board Meeting Dates as presented. Passed with a motion by Tory Schwartz and a second by Mark Lang.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

12. Reports and Proposals

12.a. Board Members

Tory Schwartz commended and thanked the staff for professionally dealing with issues that arise throughout the year. Scott Reisig commented that the staff do a phenomenal job within the District, and noted there is not a staff member who is not doing a wonderful job. Rob Polk noted he recently attended a Unified Bowling event over the last weekend and many families were in

attendance. Mr. Polk commented on how fun the experience was and noted Activities Director Dave Hoxworth organized the event well.

12.b. Board Committee Reports

12.b.1. Curriculum & Instruction/Americanism Committee - Next Meeting: December 15, 2023 @ 11:30 AM

No report.

12.b.2. Facility Committee - Next Meeting: December 5, 2023 @ 12:00 PM

No report.

12.b.3. Finance Committee - Next Meeting: December 4, 2023 @11:30 AM

No report.

12.b.4. Student Services Committee - Next Meeting: December 21, 2023 @ 11:30 AM

No report.

12.c. From the Administrative Staff:

No report.

12.c.1. Executive Director of Finance

No report.

12.c.2. Executive Director of Student Services

No report.

12.c.3. Executive Director of Curriculum and Instruction

No report.

12.c.4. Superintendent

No report.

13. Future Meetings and Dates to Remember

13.a. November 21, 2023 - ½ PD Day & ½ Work Day - No Students

13.b. November 22-24, 2023 - Thanksgiving Break - No School

13.c. December 11, 2023 - Board of Education Regular Meeting

14. Move into Closed Session

The Board of Education entered Closed Session at 6:47 PM.

Move pursuant to §84-1410 of the Nebraska Revised Statutes, also known as the Nebraska Open Meetings Law, that the Board of Education for Scottsbluff Public Schools move into Closed Session to include Superintendent Dr. Andrew Dick, Executive Director of Finance Marianne Carlson, and Justin Knight from the Perry Law Firm, for the purpose of a strategy session with respect to collective bargaining. The Closed Session is necessary for the protection of the public interest. Passed with a motion by Robert Polk and a second by Tory Schwartz.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

15. Exit Closed Session

The Board of Education exited Closed Session at 8:32 PM.

16. Adjournment

The Board of Education meeting adjourned at 8:32 PM.

Motion to adjourn Passed with a motion by Beth Merrigan and a second by Robert Polk.

Mark Lang: Yea, Beth Merrigan: Yea, Robert Polk: Yea, Scott Reisig: Yea, Tory Schwartz: Yea

FOR BOARD REPORT : November 2023

FUND	PAYROLL	AP DISBURSEMENTS	OTHER EXPENSES*	TOTAL
General	\$ 3,418,113.05	\$ 553,426.46	\$ 23,250.46	\$ 3,994,789.97
Special Building		\$ 1,220.57	\$ -	\$ 1,220.57
Cafeteria		\$ 281,278.16	\$ 41.61	\$ 281,319.77
Hazardous Materials		\$ 131.25	\$ -	\$ 131.25
Activities		\$ 69,323.08	\$ 16,428.99	\$ 85,752.07
Capital Replacement Fund		\$ 101,134.16	\$ 3,848.64	\$ 104,982.80
Student Fee Fund		\$ 1,571.44	\$ -	\$ 1,571.44
Employee Benefit Fund		\$ 18,923.89	\$ (47,231.21)	\$ (28,307.32)
Cooperative		\$ 35,705.02	\$ (14,012.94)	\$ 21,692.08
Bond Fund		\$ 1,131,783.20	\$ -	\$ 1,131,783.20
TOTALS				
GRAND TOTALS FOR November 2023	\$ 3,418,113.05	\$ 2,194,497.23	\$ (17,674.45)	\$ 5,594,935.83

*Includes Transfers

Fund	Vendor	Description
01	A & O Grant Consulting	SERVICES
	Abts, Denise M	REIMBURSEMENT
	AC Electric Motor Service	SERVICES
	Academic Entertainment, Inc.	PROFESSIONAL DEVELOPMENT
	ACCS Inc	SERVICES
	Actual Tactuals	SUPPLIES
	AmericInn Lincoln South	TRAVEL EXPENSE
	Axtell Community School	SERVICES
	B & C Steel Corporation	SUPPLIES
	Backupify, Inc.	COMPUTER SOFTWARE
	Benzel, Lukas R	REIMBURSEMENT
	Bewley, Megan Jo Lee	SERVICES
	Bewley, Shelby A	SERVICES
	Bishop Business	COMPUTER SOFTWARE
	Black Hills Energy	UTILITIES
	Bluffs Facility Solutions	SUPPLIES
	Board of Regents of the University of NE	SUPPLIES
	Budge-It Drain Service	SERVICES
	Carolina Biological Supply	SUPPLIES
	Central Security Communication	SERVICES
	Century Business Products, Inc.	SERVICES
	CenturyLink	SERVICES
	Chadron State College 38635	SUPPLIES
	Chavez, Mario	SERVICES
	City of Gering	UTILITIES
	City of Scottsbluff	UTILITIES
	Classic Lanes	MISCELLANEOUS EXPENSES
	Complete Care Family Practice, LLC	SERVICES
	Cousin's Concert Attire	SUPPLIES
	Crescent Electric Supply	SUPPLIES
	Crossroads Music LLC	REPAIRS
	Culligan of Scottsbluff	SUPPLIES
	Curriculum Associates	TEXTBOOKS
	Dana F. Cole & Co., LLP	ACCOUNTING & AUDITING
	Data Recognition Corporation	DUES & FEES
	Davies, Michael	LEASE
	Decker Equipment	SUPPLIES
	Dennis Supply Company	SUPPLIES
	District 12 FCCLA	TRAVEL EXPENSE
	Douglas, Kelly and Ostdiek, P.C.	LEGAL SERVICES
	Downey, Lisa L	REIMBURSEMENT
	Durbin, Mary	REIMBURSEMENT
	Dutton-Lainson Company	SUPPLIES
	Eakes Office Solutions	SUPPLIES
	Educational Service Unit #13 9800	MISCELLANEOUS EXPENSES
	Educational Service Unit #3	INSERVICE
	Edwards, Daniel	SERVICES
	Ehler, Rodney Jay	SERVICES
	Engineered Controls	SERVICES
	EXpress Toll	MISCELLANEOUS EXPENSES
	Fat Boys Tire and Auto	REPAIRS & MAINTENANCE
	Fireplace, Inc.	DUES & FEES
	FirstGroup America	SERVICES
	Fitzke, Danielle	SERVICES
	Floyd's Sales And Service	REPAIRS & MAINTENANCE
	Follett School Solutions, Inc.	LIBRARY BOOKS
	Galindo, John E	MISCELLANEOUS EXPENSES
	Gonzales, Tim	SERVICES
	Gonzalez, Heather	REIMBURSEMENT
	Griess, David J	SERVICES
	Hampton Inn & Suites	TRAVEL EXPENSE

Harris, Adam	REIMBURSEMENT
Herd, Conny Ann	SERVICES
Hergenrader, Trevor J.	SERVICES
Hilton Garden Inn Omaha Downtown	TRAVEL EXPENSE
Hoesing, Nichole	REIMBURSEMENT
Holdrege High School School District #44	DUES & FEES
Holiday Inn Kearney	TRAVEL EXPENSE
Honey Wagon Express	SERVICES
Hotel Land Investment LLC	TRAVEL EXPENSE
Howton, Carrie	REIMBURSEMENT
Hoxworth, David K.	REIMBURSEMENT
Huck, Heidi	SERVICES
Hugen, Hillari	REIMBURSEMENT
Hyatt Place	TRAVEL EXPENSE
Incident IQ, LLC	COMPUTER SOFTWARE
J W Pepper Of Minneapolis	SUPPLIES
Jackson, Christopher	SERVICES
Jared D Stone	SERVICES
Johnson Cashway Lumber	SUPPLIES
Juelfs, Donna M	SERVICES
Juelfs, Taylor	SERVICES
Kansas City Audio-Visual Inc.	COMPUTER SOFTWARE
Kemling-Horner, Wendy Jo	REIMBURSEMENT
Kling, Carolyn	LEASE
Langan, Alec Andrew	SERVICES
Lawayne Klein	LEASE
Lemoine, Raymond	SERVICES
Little, Troy D	SERVICES
Loqoz	SUPPLIES
Luna, Sylvia	REIMBURSEMENT
Matheson Tri-Gas, Inc.	SUPPLIES
Monument Physical Therapy LLC	SERVICES
Moreno, Melissa	REIMBURSEMENT
MRG Enterprises, LLC	LEASE
Naim, Baleria	REIMBURSEMENT
Navigate360, LLC	SUPPLIES
NCA	DUES & FEES
NCS Pearson, Inc	SUPPLIES
Nebraska Association Of School Boards	DUES & FEES
Nebraska Education Rising	DUES & FEES
Nebraska Infinite Campus User Group	SERVICES
Nebraska Public Health & Environmental L	SERVICES
Nebraska Public Power District	UTILITIES
Nebraska Safety & Fire Equipment, Inc.	SERVICES
Nebraska Safety Center	SERVICES
Nebraska School Activity Association	DUES & FEES
New Victorian Inn - Kearney	TRAVEL EXPENSE
Northstock, Inc.	SUPPLIES
Options in Pyschology, LLC	SERVICES
Ortega, Lucy	REIMBURSEMENT
Panhandle Cooperative Assn	SUPPLIES
Paradise	SERVICES
Pepsi-Cola Of Alliance	SUPPLIES
Perry, Guthery, Haas, Gessford P.C., Llo	LEGAL SERVICES
Petty Cash-Student Services	SUPPLIES
PFM Financial Services LLC	MISCELLANEOUS EXPENSES
Positive Promotions, Inc.	SUPPLIES
Powell, Wendee Annette	REIMBURSEMENT
PresenceLearning, Inc.	SERVICES
Quadient Finance USA, Inc.	SUPPLIES
Quadient Leasing USA, Inc.	LEASE
Ramirez, Wendy	REIMBURSEMENT

Refrigeration Hardware Supply Corp	SUPPLIES
Regional Care Inc	EMPLOYEE BENEFITS
Regional West Medical Center	SUPPLIES
Rhonda Jo Conqer	PROFESSIONAL DEVELOPMENT
Rider, Ashley	SERVICES
Salazar, Denzel E	SERVICES
Sanchez, Carmen	SERVICES
Sandberg Implement Inc	REPAIRS & MAINTENANCE
Sauer, Chelsea J	REIMBURSEMENT
Schnell, Klent	SERVICES
Scholastic	SUPPLIES
School Social Work Association of Amer.	PROFESSIONAL DEVELOPMENT
School Specialty	SUPPLIES
Schwartz, Ashtyn	SERVICES
Schwartz, Tory	SERVICES
Scotts Bluff Co. Public Transit	SERVICES
Scottsbluff Landscaping	SERVICES
Scottsbluff Schools Cafeteria Fund	SERVICES
Scottsbluff Screenprinting	MISCELLANEOUS EXPENSES
Seiler, Shawn	SERVICES
Shaddick, Graham Noah	SERVICES
Shaggy Buffalo Carwash LLC	SERVICES
Simon Contractors	SERVICES
Skelcher, Betsy Elizabeth	REIMBURSEMENT
Small Engine Warehouse Inc.	SUPPLIES
Snell Services Inc _30175	SUPPLIES
Sodexo Operations, LLC	SERVICES
Staman, Jenise M	REIMBURSEMENT
Staples Contract & Commercial, Inc.	SUPPLIES
Star Herald	SERVICES
State Of Nebraska Das Communications	SERVICES
Steve Weiss Music Inc.	REPAIRS
Teacher's Discovery	SUPPLIES
Team Chevrolet	REPAIRS & MAINTENANCE
The Musician's Choice, LLC	SUPPLIES
Tiffany A Sanchez	SERVICES
Twin City Auto	TIRES & PARTS
Two Smokin Grills	SUPPLIES
Valley Youth Connections, LLC	SERVICES
Valverde, Gabriela	REIMBURSEMENT
Verizon Connect	SUPPLIES
Vistabeam	UTILITIES
Weathercraft Roofing	SERVICES
Wentz, Jonathan S	SERVICES
Westco Western Cooperative Co.	FUEL
Western Psychological Services	SUPPLIES
WPCI	SERVICES
Y M C A	SERVICES
Ybarra, Blanca	SERVICES

02	PFM Financial Services LLC	MISCELLANEOUS EXPENSES
	Twin City Hardware Company Inc.	SUPPLIES

03	Hauck, Aaliyah	REIMBURSEMENT
	Hoqfoss-Smith, Darian	REIMBURSEMENT
	Jennifer Simons	REIMBURSEMENT
	Petty Cash-Cafeteria	PETTY CASH
	PFM Financial Services LLC	MISCELLANEOUS EXPENSES
	Refrigeration Hardware Supply Corp	SUPPLIES
	Sodexo Operations, LLC	SERVICES

	Taher, Inc.	SERVICES
04	Baker & Associates, Inc.	SERVICES
05	Alliance Public Schools	DUES & FEES
	Arthur's Pizza	SUPPLIES
	Awards Unlimited Inc	MISCELLANEOUS EXPENSES
	BE Farm	SUPPLIES
	Blossom Shop	SUPPLIES
	Briqqs, Richard	SERVICES
	Briqqs, Violette	SERVICES
	Business Farmer	SUPPLIES
	C W D Cash Wa Distributing Co Inc	SUPPLIES
	Chadron Public Schools	DUES & FEES
	Crete Public Schools	DUES & FEES
	Derr, Brad	SERVICES
	District 12 FCCLA	DUES & FEES
	Fleeman, Lacey	SERVICES
	Griess, Katy	SERVICES
	Hampton Inn & Suites	TRAVEL EXPENSE
	Hastings High School	DUES & FEES
	Hemingford High School	DUES & FEES
	Holiday Inn Kearney	TRAVEL EXPENSE
	Horse Creek Inn	TRAVEL EXPENSE
	HOSA, Inc.	DUES & FEES
	Kearney Public Schools	DUES & FEES
	Kleaqr, Tyler	SERVICES
	La Plaza Tortilleria	SUPPLIES
	Loqoz	SUPPLIES
	Marketing Consultants	SUPPLIES
	Marshall, Tyler B	SERVICES
	Mikes Trophies & Awards	SUPPLIES
	Mitchell High School	DUES & FEES
	N S A A	DUES & FEES
	Nebraska Education Rising	DUES & FEES
	Nebraska High School Sports Hall Of Fame	MISCELLANEOUS EXPENSES
	New Victorian Inn - Kearney	TRAVEL EXPENSE
	North Platte Public Schools	DUES & FEES
	Pepsi-Cola Of Alliance	SUPPLIES
	PFM Financial Services LLC	MISCELLANEOUS EXPENSES
	Ramada Columbus	TRAVEL EXPENSE
	Rider, Ashley	SERVICES
	Riverview Golf Course	SERVICES
	Sanchez, Mary	REIMBURSEMENT
	Schwartz, Tory	SERVICES
	Scottsbluff Country Club _28545	SUPPLIES
	Scottsbluff Screenprinting	MISCELLANEOUS EXPENSES
	SkillsUSA Nebraska	DUES & FEES
	Sonny's Bike Shop	MISCELLANEOUS EXPENSES
	Sportboardz	MISCELLANEOUS EXPENSES
	SuzyQ for Schools	MISCELLANEOUS EXPENSES
	Talkington, Jeffery S	REIMBURSEMENT
	Thompson, Tyler	SERVICES
	Torrington Middle School	DUES & FEES
	Travel With Barb	SERVICES
06	Baker & Associates, Inc.	SERVICES
	Creative Sites, LLC	EQUIPMENT
	Don Schmidt Carpet	SUPPLIES
	Johnson Cashway Lumber	SUPPLIES
	NZXT, INC.	MISCELLANEOUS EXPENSES

PFM Financial Services LLC
Taylor Music, Inc
Whiting Signs LLC

MISCELLANEOUS EXPENSES
INSTRUMENTS
SERVICES

07 PFM Financial Services LLC

MISCELLANEOUS EXPENSES

08 Air Evac EMS, Inc
Regional Care Inc

EMPLOYEE BENEFITS
EMPLOYEE BENEFITS

09 FirstGroup America
PFM Financial Services LLC
Scottsbluff Public Schools 29270

FUEL
FUEL
FUEL

10 Platte Valley Bank

BOND PAYMENTS

Amount

\$	3,300.00
\$	64.32
\$	2,172.53
\$	2,520.00
\$	570.00
\$	834.95
\$	960.00
\$	7,000.00
\$	2,065.75
\$	1,700.00
\$	40.00
\$	250.00
\$	395.00
\$	15,450.00
\$	19,746.66
\$	11,175.75
\$	125.00
\$	3,528.00
\$	696.00
\$	21.00
\$	3,559.29
\$	376.14
\$	646.60
\$	735.00
\$	97.67
\$	18,360.02
\$	1,500.00
\$	240.00
\$	812.16
\$	548.35
\$	548.19
\$	177.24
\$	6,213.00
\$	28,500.00
\$	2,750.43
\$	2,200.00
\$	3,322.14
\$	1,599.41
\$	8.00
\$	107.50
\$	316.02
\$	38.25
\$	276.00
\$	10,332.15
\$	41,726.88
\$	100.00
\$	230.00
\$	210.00
\$	3,632.26
\$	23.00
\$	1,079.67
\$	2,940.00
\$	113,777.46
\$	1,050.00
\$	461.76
\$	1,304.30
\$	218.75
\$	260.00
\$	54.97
\$	520.00
\$	214.00

\$	41.53
\$	50.00
\$	400.00
\$	1,744.43
\$	24.10
\$	150.00
\$	1,889.25
\$	500.00
\$	1,028.00
\$	350.00
\$	683.82
\$	255.00
\$	18.34
\$	1,806.00
\$	14,616.31
\$	1,146.98
\$	510.00
\$	260.00
\$	331.66
\$	105.00
\$	75.00
\$	828.00
\$	163.00
\$	650.00
\$	330.00
\$	1,300.00
\$	180.00
\$	280.00
\$	216.00
\$	53.58
\$	144.85
\$	3,753.75
\$	15.13
\$	1,500.00
\$	105.52
\$	1,376.67
\$	310.00
\$	1,487.88
\$	2,746.00
\$	40.00
\$	50.00
\$	31.00
\$	38,461.31
\$	3,101.50
\$	125.00
\$	650.00
\$	1,359.79
\$	1,171.98
\$	150.00
\$	64.91
\$	626.98
\$	125.00
\$	66.50
\$	2,182.60
\$	173.34
\$	63,193.82
\$	315.59
\$	120.00
\$	21,541.26
\$	1,000.00
\$	535.42
\$	2.88

\$	50.76	
\$	325.00	
\$	89.93	
\$	4,675.00	
\$	330.00	
\$	470.00	
\$	285.00	
\$	1,431.47	
\$	79.91	
\$	200.00	
\$	799.44	
\$	2,360.00	
\$	614.42	
\$	150.00	
\$	140.00	
\$	200.00	
\$	250.00	
\$	2,850.00	
\$	2,223.50	
\$	120.00	
\$	360.00	
\$	45.00	
\$	1,105.00	
\$	120.00	
\$	3,665.49	
\$	1,158.80	
\$	314.42	
\$	112.33	
\$	6,956.26	
\$	25.84	
\$	267.63	
\$	533.00	
\$	1,023.57	
\$	3,419.84	
\$	289.03	
\$	60.00	
\$	64.74	
\$	1,300.00	
\$	8,665.00	
\$	60.92	
\$	132.65	
\$	300.00	
\$	333.85	
\$	520.00	
\$	978.45	
\$	1,637.96	
\$	2,005.00	
\$	56.00	
\$	75.00	
Fund Total		\$ 553,426.46

\$	452.45	
\$	768.12	
Fund Total		\$ 1,220.57

\$	8.00
\$	1.60
\$	41.65
\$	250.00
\$	355.82
\$	1,371.50
\$	104,498.23

\$ 174,751.36
Fund Total \$ 281,278.16

\$ 131.25
Fund Total \$ 131.25

\$ 75.00
\$ 716.00
\$ 59.50
\$ 117.00
\$ 108.00
\$ 150.00
\$ 150.00
\$ 714.43
\$ 3,320.35
\$ 100.00
\$ 579.40
\$ 80.00
\$ 105.00
\$ 200.00
\$ 80.00
\$ 327.00
\$ 160.00
\$ 100.00
\$ 229.90
\$ 268.00
\$ 2,240.00
\$ 400.00
\$ 1,100.00
\$ 150.00
\$ 1,287.00
\$ 401.42
\$ 40.00
\$ 855.00
\$ 75.00
\$ 730.10
\$ 220.00
\$ 1,957.00
\$ 259.96
\$ 60.00
\$ 1,332.75
\$ 23,420.91
\$ 1,664.00
\$ 40.00
\$ 622.80
\$ 58.00
\$ 50.00
\$ 725.00
\$ 9,854.75
\$ 315.00
\$ 125.00
\$ 29.75
\$ 4,438.00
\$ 70.46
\$ 150.00
\$ 100.00
\$ 8,911.60

Fund Total \$ 69,323.08

\$ 35,819.69
\$ 31,910.00
\$ 240.00
\$ 856.05
\$ 3,282.00

\$	1,115.25		
\$	27,291.00		
\$	620.17		
Fund Total		\$	101,134.16

\$	1,571.44		
Fund Total		\$	1,571.44

\$	184.00		
\$	18,739.89		
Fund Total		\$	18,923.89

\$	675.00		
\$	21,017.08		
\$	14,012.94		
Fund Total		\$	35,705.02

\$	1,131,783.20		
Fund Total		\$	1,131,783.20

November 2023 Total		\$	2,194,497.23
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Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2023-2024 From Date:11/1/2023 To Date:11/30/2023

Account Mask: 01???????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
01 - GENERAL FUND						
2 - EXPENSE						
000 - DISTRICT WIDE	\$0.00	\$0.00	\$4,000.00	\$0.00	(\$4,000.00)	0.00%
105 - SUPERINTENDENT SALARY	\$209,000.00	\$17,416.67	\$52,250.01	\$156,749.99	\$0.00	100.00%
110 - NON INSTRUCTION WAGES	\$6,331,959.73	\$348,679.06	\$929,706.65	\$815,799.93	\$4,586,453.15	27.57%
111 - SALARIES TEACHERS/PROFESSIONAL STAFF	\$23,646,786.12	\$1,908,954.83	\$5,846,990.87	\$17,103,614.41	\$696,180.84	97.06%
112 - INSTRUCTIONAL AIDE WAGES	\$3,061,010.22	\$324,734.67	\$799,298.16	\$39,642.50	\$2,222,069.56	27.41%
113 - SUBS	\$15,600.00	\$0.00	\$1,450.00	\$150.00	\$14,000.00	10.26%
114 - SALARIES TECHNICAL STAFF	\$298,110.80	\$22,514.18	\$76,273.83	\$156,871.49	\$64,965.48	78.21%
116 - REGULAR NON CERTIFIED STAFF	\$459,878.77	\$38,269.86	\$114,809.60	\$344,428.73	\$640.44	99.86%
120 - NON INSTRUCTION TEMP WAGES	\$146,044.00	\$19,480.16	\$46,028.40	\$0.00	\$100,015.60	31.52%
121 - SALARIES OF TEMP EMP PD TO TEACH/PROF	\$443,409.25	\$55,634.50	\$128,352.44	\$87,381.00	\$227,675.81	48.65%
122 - SALARIES OF TEMP EMP PD TO PARAS	\$0.00	\$134.29	\$180.05	\$0.00	(\$180.05)	0.00%
125 - TEMPORARY HELP - ACT	\$30,975.00	\$0.00	\$0.00	\$0.00	\$30,975.00	0.00%
130 - OVERTIME NON INSTRUCTION	\$51,611.00	\$8,842.51	\$23,486.05	\$0.00	\$28,124.95	45.51%
134 - OVERTIME TECHNICAL STAFF	\$0.00	\$0.00	\$2.87	\$0.00	(\$2.87)	0.00%
150 - NON INSTRUCTIONAL STAFF	\$0.00	\$0.00	\$56,337.50	\$0.00	(\$56,337.50)	0.00%
151 - CERTIFIED STIPENDS NEGOTIATED	\$821,836.65	\$95,539.06	\$575,210.75	\$799,762.31	(\$553,136.41)	167.30%
152 - ADDITIONAL COMP INSTRUCTIONAL AIDES/ASSTS	\$0.00	\$0.00	\$48,750.00	\$0.00	(\$48,750.00)	0.00%
154 - TECHNICAL STAFF	\$0.00	\$0.00	\$5,500.00	\$0.00	(\$5,500.00)	0.00%
156 - PROFESSIONAL NON-CERTIFICATED STAFF	\$0.00	\$0.00	\$4,562.50	\$0.00	(\$4,562.50)	0.00%
161 - CERTIFIED STIPENDS ADDITIONAL	\$48,000.00	\$7,141.55	\$38,464.35	\$21,786.26	(\$12,250.61)	125.52%
210 - GROUP INSURANCE	\$26,097.87	\$2,596.78	\$6,890.80	\$5,824.82	\$13,382.25	48.72%
211 - GROUP INSURANCE FOR TEACHERS/PROF STAFF	\$176,322.43	\$13,581.88	\$40,627.58	\$121,185.70	\$14,509.15	91.77%
212 - GROUP INSURANCE INSTRUCTIONAL AIDES/ASSTS	\$21,965.72	\$2,351.27	\$5,814.95	\$273.15	\$15,877.62	27.72%
214 - GROUP INSURANCE TEHNCIAL STAFF	\$2,235.84	\$165.85	\$563.25	\$1,176.57	\$496.02	77.82%
215 - GROUP INSURANCE SUPERINTENDENTS	\$1,567.50	\$130.63	\$391.89	\$1,175.66	(\$0.05)	100.00%
216 - GROUP INSURANCE NON CERT PROF STAFF	\$3,449.09	\$287.42	\$862.26	\$2,586.79	\$0.04	100.00%
220 - FICA SS	\$485,540.01	\$27,026.87	\$75,744.15	\$58,854.97	\$350,940.89	27.72%
221 - FICA SS TEACHERS	\$1,917,487.22	\$147,583.56	\$471,807.00	\$1,282,466.98	\$163,213.24	91.49%
222 - FICA SS INSTRUCTIONAL AIDES/ASSTS	\$229,347.78	\$24,437.17	\$64,031.40	\$3,022.84	\$162,293.54	29.24%
223 - FICA SS SUBSTITUTE TEACHERS	\$0.00	\$0.00	\$110.83	\$0.00	(\$110.83)	0.00%
224 - FICA SS TECHNICAL STAFF	\$22,805.49	\$1,674.22	\$6,035.08	\$11,726.28	\$5,044.13	77.88%
225 - FICA SS SUPERINTENDENTS	\$15,988.50	\$247.77	\$2,087.66	\$10,705.36	\$3,195.48	80.01%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2023-2024 From Date:11/1/2023 To Date:11/30/2023

Account Mask: 01???????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
226 - FICA SS PROF NON CERT STAFF	\$35,180.73	\$2,636.17	\$8,257.86	\$23,720.77	\$3,202.10	90.90%
230 - RETIREMENT CONTRIBUTIONS	\$620,513.69	\$35,744.78	\$94,413.67	\$79,214.48	\$446,885.54	27.98%
231 - RETIREMENT TEACHERS/PROF STAFF	\$2,175,808.07	\$180,644.52	\$552,582.38	\$1,590,951.06	\$32,274.63	98.52%
232 - RETIREMENT INSTRUCTIONAL AIDES/ASSTS	\$289,692.89	\$31,728.65	\$77,946.59	\$3,920.22	\$207,826.08	28.26%
234 - RETIREMENT TECHNICAL STAFF	\$29,446.78	\$2,198.38	\$7,416.46	\$15,495.48	\$6,534.84	77.81%
235 - RETIREMENT SUPERINTENDENTS	\$20,644.60	\$1,720.38	\$5,161.14	\$15,483.42	\$0.04	100.00%
236 - RETIREMENT PROF NON CERT STAFF	\$45,425.91	\$3,780.22	\$11,340.65	\$34,021.98	\$63.28	99.86%
240 - ON BEHALF OF	\$278,775.00	\$0.00	\$221,762.29	\$0.00	\$57,012.71	79.55%
260 - UNEMPLOYMENT NON INSTRUCTION	\$41,270.82	\$1,193.53	\$3,200.70	\$6,353.85	\$31,716.27	23.15%
280 - HEALTH BENEFITS-NON INSTRUCTIONAL	\$0.00	\$13,718.74	\$40,664.24	\$38,926.62	(\$79,590.86)	0.00%
281 - HEALTH BENEFITS-TEACHERS/PROFESSIONAL STAFF	\$1,187,557.08	\$63,946.11	\$196,778.22	\$574,912.62	\$415,866.24	64.98%
282 - HEALTH BENEFITS-INSTRUCTIONAL AIDES/ASSISTANTS	\$400,000.00	\$13,474.17	\$26,616.21	\$0.00	\$373,383.79	6.65%
284 - HEALTH BENEFITS-IT SUPPORT STAFF	\$0.00	\$499.06	\$1,497.18	\$4,491.54	(\$5,988.72)	0.00%
286 - HEALTH BENEFITS-PROFESSIONAL NON CERTIFIED STAFF	\$4,990.56	\$3,399.03	\$10,190.01	\$30,692.16	(\$35,891.61)	819.19%
291 - OTHER BENEFITS TEACHERS/PROF STAFF	\$10,500.00	\$325.00	\$7,551.50	\$0.00	\$2,948.50	71.92%
310 - PROFESSIONAL & TECHNICAL SERVICES	\$11,600.00	\$0.00	\$0.00	\$0.00	\$11,600.00	0.00%
312 - REPAIRS	\$51,030.00	\$1,081.19	\$1,863.75	\$1,853.31	\$47,312.94	7.28%
314 - INSERVICE	\$213,361.00	\$5,242.80	\$9,999.80	\$0.00	\$203,361.20	4.69%
315 - ACCOUNTING & AUDITING SERVICES	\$32,050.00	\$28,500.00	\$28,500.00	\$0.00	\$3,550.00	88.92%
316 - DATA PROCESSING	\$6,000.00	\$160.00	\$1,960.00	\$0.00	\$4,040.00	32.67%
317 - LEGAL SERVICES	\$68,250.00	\$2,290.10	\$18,335.24	\$0.00	\$49,914.76	26.86%
318 - CONTRACTED OR SECURED SERVICES	\$312,296.00	\$1,684.50	\$3,519.70	\$0.00	\$308,776.30	1.13%
319 - OTHER PROFESSIONAL & TECHNICAL SERVICES	\$826,423.00	\$72,848.84	\$196,315.09	\$1,580.00	\$628,527.91	23.95%
321 - FUEL	\$361,200.00	\$20,725.11	\$27,588.31	\$0.00	\$333,611.69	7.64%
322 - ELECTRICITY	\$562,675.00	\$39,400.91	\$139,456.48	\$839.22	\$422,379.30	24.93%
323 - WATER & SEWER	\$91,350.00	\$4,209.76	\$24,695.16	\$9,573.01	\$57,081.83	37.51%
325 - GARBAGE	\$98,700.00	\$2,828.97	\$27,798.18	\$13,202.11	\$57,699.71	41.54%
327 - RENTALS OR LEASES	\$210,225.00	\$8,688.58	\$22,974.92	\$34,257.21	\$152,992.87	27.22%
328 - PROPERTY INSURANCE	\$697,200.00	\$0.00	\$941,824.01	\$0.00	(\$244,624.01)	135.09%
330 - EMPLOYEE TRAINING AND DEVELOPMENT	\$96,000.00	\$295.00	\$1,495.00	\$50.00	\$94,455.00	1.61%
331 - CONTRACTED PUPIL TRANSPORTATION	\$1,143,050.00	\$113,372.62	\$274,181.07	\$0.00	\$868,868.93	23.99%
332 - MILEAGE TO PARENTS	\$3,875.00	\$170.00	\$796.00	\$85.00	\$2,994.00	22.74%
336 - GAS & OIL	\$179,750.00	\$7,086.72	\$17,003.11	\$5,135.52	\$157,611.37	12.32%
337 - TIRES & PARTS	\$12,725.00	\$818.29	\$4,323.58	\$0.00	\$8,401.42	33.98%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2023-2024 From Date:11/1/2023 To Date:11/30/2023

Account Mask: 01???????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
338 - REPAIRS & MAINTENANCE TO VEHICLES	\$35,875.00	\$7,001.58	\$16,547.03	\$3,625.52	\$15,702.45	56.23%
340 - LIABILITY INSURANCE	\$2,625.00	\$0.00	\$0.00	\$0.00	\$2,625.00	0.00%
350 - ADVERTISING & PRINTING	\$28,295.00	\$0.00	\$371.06	\$0.00	\$27,923.94	1.31%
363 - TUITION PAID-OTHER	\$65,000.00	\$8,646.70	\$17,293.40	\$0.00	\$47,706.60	26.61%
370 - TUITION PAID-SPED	\$611,500.00	\$31,594.18	\$61,750.48	\$0.00	\$549,749.52	10.10%
380 - COMMUNICATIONS	\$131,375.00	\$11,201.33	\$21,429.61	\$22,786.69	\$87,158.70	33.66%
381 - POSTAGE	\$27,165.51	\$32.00	\$5,466.35	\$0.00	\$21,699.16	20.12%
382 - DISTANCE ED & TELECOMMUNICATIONS	\$35,420.00	\$1,832.07	\$4,285.01	\$0.00	\$31,134.99	12.10%
390 - OTHER PURCHASED SERVICES	\$45,550.00	\$0.00	\$0.00	\$0.00	\$45,550.00	0.00%
391 - COPY SERVICE-BUILDINGS	\$1,320.00	\$0.00	\$0.00	\$0.00	\$1,320.00	0.00%
395 - SUBAWARDS/SUBCONTRACTS	\$60,000.00	\$8,665.00	\$21,880.83	\$0.00	\$38,119.17	36.47%
398 - SUBAWARDS/SUBCONTRACTS	\$15,000.00	\$570.00	\$851.00	\$0.00	\$14,149.00	5.67%
399 - SUBAWARDS/SUBCONTRACTS	\$16,000.00	\$3,300.00	\$13,200.00	\$0.00	\$2,800.00	82.50%
400 - SUPPLIES & MATERIALS	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
410 - SUPPLIES	\$1,663,931.47	\$65,620.93	\$282,063.25	\$49,948.37	\$1,331,919.85	19.95%
411 - TAXES	\$6,250.00	\$0.00	\$409.04	\$490.00	\$5,350.96	14.38%
413 - SUPPLIES - MEDICAID REIMB.	\$0.00	\$0.00	\$117.64	\$0.00	(\$117.64)	0.00%
415 - ANNUAL PURCHASE SUPPLIES	\$244,400.00	\$20,303.82	\$64,163.33	\$50,394.31	\$129,842.36	46.87%
420 - TEXTBOOKS	\$1,078,708.00	\$9,136.70	\$56,839.88	\$5,790.58	\$1,016,077.54	5.81%
430 - LIBRARY BOOKS	\$18,275.00	\$1,604.00	\$5,347.66	\$91.91	\$12,835.43	29.77%
440 - PERIODICALS	\$19,726.00	\$0.00	\$105.93	\$0.00	\$19,620.07	0.54%
450 - AUDIO-VISUAL MATERIALS	\$5,100.00	\$0.00	\$0.00	\$0.00	\$5,100.00	0.00%
460 - COMPUTER HARDWARE < 5000	\$569,425.00	\$9,220.19	\$74,326.96	\$21,982.00	\$473,116.04	16.91%
465 - COMPUTER SOFTWARE	\$299,984.00	\$32,883.36	\$175,687.86	\$3,396.62	\$120,899.52	59.70%
466 - COMPUTER SOFTWARE	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%
467 - COMPUTER SOFTWARE	\$76,400.00	\$0.00	\$0.00	\$0.00	\$76,400.00	0.00%
470 - FOOD	\$50,000.00	\$2,850.00	\$11,400.00	\$0.00	\$38,600.00	22.80%
475 - FEE WAIVER	\$15,250.00	\$0.00	\$2,170.00	\$0.00	\$13,080.00	14.23%
480 - FURNITURE & EQUIPMENT <\$5000	\$26,727.00	\$1,474.71	\$4,506.49	\$228.15	\$21,992.36	17.71%
490 - OTHER SUPPLIES & MATERIALS	\$0.00	\$0.00	\$57.24	\$0.00	(\$57.24)	0.00%
520 - BUILDING, ACQUISITION IMPROVEMENT	\$183,750.00	\$0.00	\$0.00	\$0.00	\$183,750.00	0.00%
530 - FURNITURE & EQUIPMENT	\$409,069.00	\$11,071.94	\$29,854.52	\$15,751.76	\$363,462.72	11.15%
550 - VEHICLE ACQUISITION	\$160,000.00	\$0.00	\$0.00	\$0.00	\$160,000.00	0.00%
560 - COMPUTER HARDWARE	\$185,950.00	\$0.00	\$19,844.40	\$0.00	\$166,105.60	10.67%
563 - INSURANCE PAYMENTS	\$2,625.00	\$0.00	\$0.00	\$0.00	\$2,625.00	0.00%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: **2023-2024** From Date:11/1/2023 To Date:11/30/2023

Account Mask: 01???????????????

Account Type: EXPENDITURE

Print accounts with zero balance
 Include Inactive Accounts
 Include PreEncumbrance

FUND / TYPE / OBJECT	Budget	Range To Date	Year To Date	Encumbrance	Budget Balance	Percent Used
630 - DUES & FEES	\$105,350.00	\$9,276.68	\$27,857.04	\$0.00	\$77,492.96	26.44%
670 - TRAVEL EXPENSE & MILEAGE	\$515,421.00	\$40,981.78	\$116,958.79	\$1,554.76	\$396,907.45	22.99%
671 - PROFESSIONAL DEVELOPMENT	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
672 - PROFESSIONAL DEV TRAVEL	\$5,000.00	\$54.97	\$6,143.03	\$32.84	(\$1,175.87)	123.52%
673 - PROFESSIONAL DEV TRAVEL	\$5,000.00	\$0.00	\$3,734.58	\$0.00	\$1,265.42	74.69%
674 - PROFESSIONAL DEV TRAVEL	\$1,000.00	\$0.00	\$411.43	\$457.63	\$130.94	86.91%
675 - FIELD TRIPS	\$34,950.00	\$5,353.00	\$9,170.25	\$0.00	\$25,779.75	26.24%
676 - PROFESSIONAL DEV TRAVEL	\$0.00	\$1,253.20	\$1,298.94	\$0.00	(\$1,298.94)	0.00%
677 - PROFESSIONAL DEV	\$0.00	\$0.00	(\$750.00)	\$0.00	\$750.00	0.00%
678 - PROFESSIONAL DEV	\$0.00	\$2,520.00	\$3,600.00	\$0.00	(\$3,600.00)	0.00%
679 - PROFESSIONAL DEV	\$10,000.00	\$0.00	\$0.00	\$0.00	\$10,000.00	0.00%
680 - PROFESSIONAL DEV	\$10,000.00	\$0.00	\$69.00	\$0.00	\$9,931.00	0.69%
682 - PROFESSIONAL DEV	\$0.00	\$4,675.00	\$4,675.00	\$0.00	(\$4,675.00)	0.00%
690 - MISCELLANEOUS EXPENSES	\$133,820.00	\$4,754.35	\$17,381.46	\$795.32	\$115,643.22	13.58%
695 - FAMILY INVOLVEMENT	\$8,750.00	\$274.69	\$881.87	\$0.00	\$7,868.13	10.08%
999 - CREDIT FOR USE	(\$164,850.00)	(\$33,199.10)	(\$76,261.49)	\$0.00	(\$88,588.51)	46.26%
01 - GENERAL FUND Total:	\$55,367,732.10	\$3,994,789.97	\$13,439,768.25	\$23,687,271.78	\$18,240,692.07	67.06%

Scottsbluff Public Schools

General Ledger - Fund 1 Expenditures for Board

Fiscal Year: 2023-2024 From Date:11/1/2023 To Date:11/30/2023

Account Mask: 01???????????????

Account Type: EXPENDITURE

Print accounts with zero balance

Include Inactive Accounts

Include PreEncumbrance

FUND / TYPE / OBJECT

Budget

Range To Date

Year To Date

Encumbrance

Budget Balance

Percent Used

Grand Total:

\$55,367,732.10

\$3,994,789.97

\$13,439,768.25

\$23,687,271.78

\$18,240,692.07

67.06%

End of Report

Scottsbluff Public Schools

Revenue Report

Summary Only From Date: 12/1/2023 To Date: 12/31/2023

Fiscal Year: 2023-2024

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
Fund: 01 GENERAL FUND					
01.1.1030.102.0.000.00 BAD DEBT WRITE OFF	\$0.00	\$8.95	\$169.43	(\$169.43)	0.00%
01.1.1110.100.0.000.00 LOCAL DISTRICT TAXES	\$15,118,198.00	\$0.00	\$1,036,269.29	\$14,081,928.71	93.15%
01.1.1115.100.0.000.00 CARLINE TAXES / DEBATE	\$13,000.00	\$0.00	\$0.00	\$13,000.00	100.00%
01.1.1120.100.0.000.00 PUBL POWER SALES TAX	\$500,000.00	\$0.00	\$0.00	\$500,000.00	100.00%
01.1.1125.100.0.000.00 MOTOR VEHICLE TAX	\$1,300,000.00	\$0.00	\$285,250.98	\$1,014,749.02	78.06%
01.1.1270.100.0.000.00 PRESCHOOL RECEIPTS	\$120,000.00	(\$157.50)	\$47,908.67	\$72,091.33	60.08%
01.1.1270.100.0.015.00 PRESCHOOL RECEIPTS	\$0.00	\$0.00	\$66,428.33	(\$66,428.33)	0.00%
01.1.1270.102.0.000.00 PRESCHOOL RECEIPTS	\$0.00	\$288.00	\$278.50	(\$278.50)	0.00%
01.1.1270.102.0.015.00 BAD DEBT WRITE OFF	\$0.00	\$0.00	(\$41.25)	\$41.25	0.00%
01.1.1321.100.0.000.00 TUITION FROM OTHER SCHOOL DISTRICTS WITHIN STATE	\$0.00	\$0.00	\$3,074.00	(\$3,074.00)	0.00%
01.1.1410.100.0.000.00 INTEREST INVESTMENTS/DIGITAL GRAPHIC ART	\$100,000.00	\$0.00	\$179,195.09	(\$79,195.09)	-79.20%
01.1.1610.100.0.000.00 LOCAL LICENSE FEES	\$20,000.00	\$0.00	\$15,402.50	\$4,597.50	22.99%
01.1.1620.100.0.000.00 POLICE COURT FINES/SALE OF NON REIMB	\$0.00	\$0.00	\$35,230.80	(\$35,230.80)	0.00%
01.1.1810.100.0.000.00 AFTER SCHOOL PROGRAM	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%
01.1.1810.100.0.050.00 AFTER SCHOOL PROGRAM	\$0.00	\$637.97	\$2,289.00	(\$2,289.00)	0.00%
01.1.1810.100.0.060.00 AFTER SCHOOL PROGRAM	\$0.00	\$2,035.16	\$7,392.21	(\$7,392.21)	0.00%
01.1.1810.100.0.080.00 AFTER SCHOOL PROGRAM	\$0.00	\$1,200.67	\$4,297.70	(\$4,297.70)	0.00%
01.1.1810.102.0.050.00	\$0.00	(\$8.95)	(\$74.18)	\$74.18	0.00%

Scottsbluff Public Schools

Revenue Report

Summary Only From Date: 12/1/2023 To Date: 12/31/2023

Fiscal Year: 2023-2024

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
BAD DEBT WRITE OFF					
01.1.1810.102.0.060.00	\$0.00	\$0.00	(\$31.63)	\$31.63	0.00%
AFTER SCHOOL PROGRAM					
01.1.1820.100.0.015.00	\$0.00	\$0.00	\$7,440.53	(\$7,440.53)	0.00%
PRESCHOOL BEFORE & AFTER SCHOOL CARE					
01.1.1820.102.0.015.00	\$0.00	\$5.00	(\$20.00)	\$20.00	0.00%
BAD DEBT WRITE OFF					
01.1.1910.100.0.000.00	\$10,000.00	\$0.00	\$575.00	\$9,425.00	94.25%
RENTAL - SCHOOL FACILITIES					
01.1.1925.100.0.000.00	\$0.00	\$0.00	\$2,660.42	(\$2,660.42)	0.00%
GRANT FROM CORP & OTHER PRIVATE INTEREST					
01.1.1990.100.0.000.00	\$35,000.00	\$0.00	\$0.00	\$35,000.00	100.00%
OTHER LOCAL RECEIPTS					
01.1.2110.100.0.000.00	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%
COUNTY FINES & LICENSES					
01.1.3110.100.0.000.00	\$18,480,589.00	\$0.00	\$5,564,569.70	\$12,916,019.30	69.89%
STATE AID					
01.1.3110.100.0.015.00	\$0.00	\$0.00	\$96,291.30	(\$96,291.30)	0.00%
STATE AID					
01.1.3120.100.0.000.00	\$4,400,000.00	\$0.00	\$0.00	\$4,400,000.00	100.00%
SPECIAL ED					
01.1.3125.100.0.000.00	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
SPECIAL EDUC. TRANSPORTATION					
01.1.3135.100.0.000.00	\$10,000.00	\$0.00	\$14,492.00	(\$4,492.00)	-44.92%
HIGH ABILITY LEARNERS					
01.1.3180.100.0.000.00	\$60,000.00	\$0.00	\$0.00	\$60,000.00	100.00%
PRO RATE MOTOR VECHICLE TAX					
01.1.3200.100.0.000.00	\$350,000.00	\$0.00	\$0.00	\$350,000.00	100.00%
STATE APPORTIONMENT					
01.1.3540.100.0.000.00	\$250,000.00	\$0.00	\$88,493.17	\$161,506.83	64.60%
STATE EARLY CHILDHOOD-STADIUM					
01.1.3541.100.0.000.00	\$306,850.00	\$0.00	\$104,530.00	\$202,320.00	65.93%
EARLY CHILDHOOD SIXPENEC					
01.1.3990.100.0.000.00	\$1,000.00	\$0.00	\$45.60	\$954.40	95.44%
OTHER STATE RECEIPTS					
01.1.3992.100.0.000.00	\$0.00	\$0.00	\$7,500.00	(\$7,500.00)	0.00%

Scottsbluff Public Schools

Revenue Report

Summary Only From Date: 12/1/2023 To Date: 12/31/2023

Fiscal Year: 2023-2024

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
EDUCATION QUEST					
01.1.4200.100.0.000.00 TITLE 1, PART A	\$1,100,000.00	\$0.00	\$435,326.00	\$664,674.00	60.42%
01.1.4222.100.0.000.00 MCKINNEY HOMELESS GRANT	\$11,000.00	\$0.00	\$0.00	\$11,000.00	100.00%
01.1.4310.100.0.000.00 TITLE II, PART A	\$150,000.00	\$0.00	\$0.00	\$150,000.00	100.00%
01.1.4330.100.0.000.00 Title VI, REAP RURAL LOW INCOME	\$0.00	\$0.00	\$50,297.00	(\$50,297.00)	0.00%
01.1.4406.100.0.000.00 IDEA PRESCHOOL BASE ALLOC	\$19,000.00	\$0.00	\$0.00	\$19,000.00	100.00%
01.1.4410.100.0.000.00 IDEA/ENROLLMENT & POVERTY	\$800,000.00	\$0.00	\$0.00	\$800,000.00	100.00%
01.1.4412.100.0.000.00 IDEA PART B PORPORTIONALTE SHARE	\$25,000.00	\$0.00	\$0.00	\$25,000.00	100.00%
01.1.4450.100.0.000.00 M.I.P.S.	\$200,000.00	\$0.00	\$115,454.61	\$84,545.39	42.27%
01.1.4455.100.0.000.00 MEDICAID CLAIM PROCESSING	\$200,000.00	\$0.00	\$0.00	\$200,000.00	100.00%
01.1.4510.100.0.000.00 TITLE IV STUDENT SUPPORT & ACADEMIC ENRICHMENT GRA	\$430,000.00	\$0.00	\$155,841.73	\$274,158.27	63.76%
01.1.4700.100.0.000.00 CARL PERKINS	\$55,000.00	\$0.00	\$55,301.00	(\$301.00)	-0.55%
01.1.4910.100.0.000.00 INDIAN EDUCATION	\$25,000.00	\$0.00	\$13,972.10	\$11,027.90	44.11%
01.1.4925.100.0.000.00 TITLE III ELL	\$20,000.00	\$0.00	\$0.00	\$20,000.00	100.00%
01.1.4967.100.0.000.00 TITLE IV PART A	\$70,000.00	\$0.00	\$23,428.00	\$46,572.00	66.53%
01.1.4968.100.1.060.00 21ST CENTURY GRANT (TITLE IV, PART B)	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
01.1.4968.100.1.070.00 21ST CENTURY GRANT (TITLE IV, PART B)	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
01.1.4968.100.1.080.00 21ST CENTURY GRANT (TITLE IV, PART B)	\$50,000.00	\$0.00	\$0.00	\$50,000.00	100.00%
01.1.4988.100.1.000.00	\$192,500.00	\$0.00	\$0.00	\$192,500.00	100.00%

Scottsbluff Public Schools

Revenue Report

Summary Only From Date: 12/1/2023 To Date: 12/31/2023

Fiscal Year: 2023-2024

Account Number / Description	Budget	Range To Date	YTD	Uncollected Balance	% Remaining
ARP - Expanded Learning Collaborative					
01.1.4992.100.0.000.00	\$55,000.00	\$0.00	\$0.00	\$55,000.00	100.00%
AFJROTC					
01.1.4995.100.0.000.00	\$1,626,104.00	\$0.00	\$35,842.10	\$1,590,261.90	97.80%
CATEGORICAL GRANTS					
01.1.4998.100.0.000.00	\$5,015,245.00	\$0.00	\$0.00	\$5,015,245.00	100.00%
ESSER III Grant					
01.1.5400.100.0.000.00	\$2,500.00	\$0.00	\$775.00	\$1,725.00	69.00%
SALE OF PROPERTY					
01.1.5690.100.0.000.00	\$25,000.00	\$0.00	\$59,055.86	(\$34,055.86)	-136.22%
OTHER NON-REVENUE RECEIPTS					
Fund 01 Total:	\$51,520,986.00	\$4,009.30	\$8,514,910.56	\$43,006,075.44	83.47%
Grand Total:	\$51,520,986.00	\$4,009.30	\$8,514,910.56	\$43,006,075.44	83.47%

End of Report

Westmoor Board Presentation

December 2023



Westmoor's Top Ten List

#11 New Westmoor Playground



***Inclusive playground for our whole school community**

***The community may use our playground after hours, summer, and weekends**



#10 Gelly Ball

***Team building activity with
Lincoln Heights**

***Sponsored by our PTO's**



#9 Mental Health Services

- *Addition of Megan Shaw to join Sara Luehrs
- *Mental health grant
- *Ability to work with many more students and families



#8 All Senior Volleyball



***All starting seniors are Westmoor alumni**

***Historic season for the Bearcats with the first state appearance since 2006**

***3rd grade teacher, Kristen Juelfs, is an assistant coach**



#7 Inclusive Education

- *Our Westmoor team that is made up of administration, SPED and regular education teachers are currently going through training**
- *Bringing understanding and consistency**
- *We are slowly revising our current system to make it better**



#6 Westmoor Show Choir

***20 Students meet three times per week @ 7:00 AM prior to Old West Choir Fest, Christmas Parade, etc.**

***Started by Jolene Wills and aided by volunteers**

***Start of something big for these students**



#5 PTO



***Incredible core of caring parents that do so much for our school. They are in and out nearly everyday and they contribute to our positive atmosphere.**

***Parent-Teacher Conference Meals, Gelly Ball, Chocolate Fundraiser, PBIS Celebrations, Open House**

#4 Interventions

- *These interventions have had a great impact on learning
- *Fine tuned by Mike, Jadie and Mandy using data and feedback
- *Test scores are proving it



#3 Bingo for Books

- *Family Reading Night activity
- *Parent involvement
- *This has been made possible in part by a grant from the Scottsbluff Schools Foundation
- *Bingo to give away books



#2 Walk to School

- * Annual Walk to School Program begun by Jennifer Schwartz
- * Big Kick Off in October with WNCC Basketball, Mayor McKerrigan, Dr. Dick, Tory Schwartz, and others
- * Every Wednesday throughout the year
- * The importance of exercise and physical fitness



#1 Westmoor Has Talent/Skills



Scottsbluff Public Schools

2022-2023 Classifications

Assessment Results

December, 2023

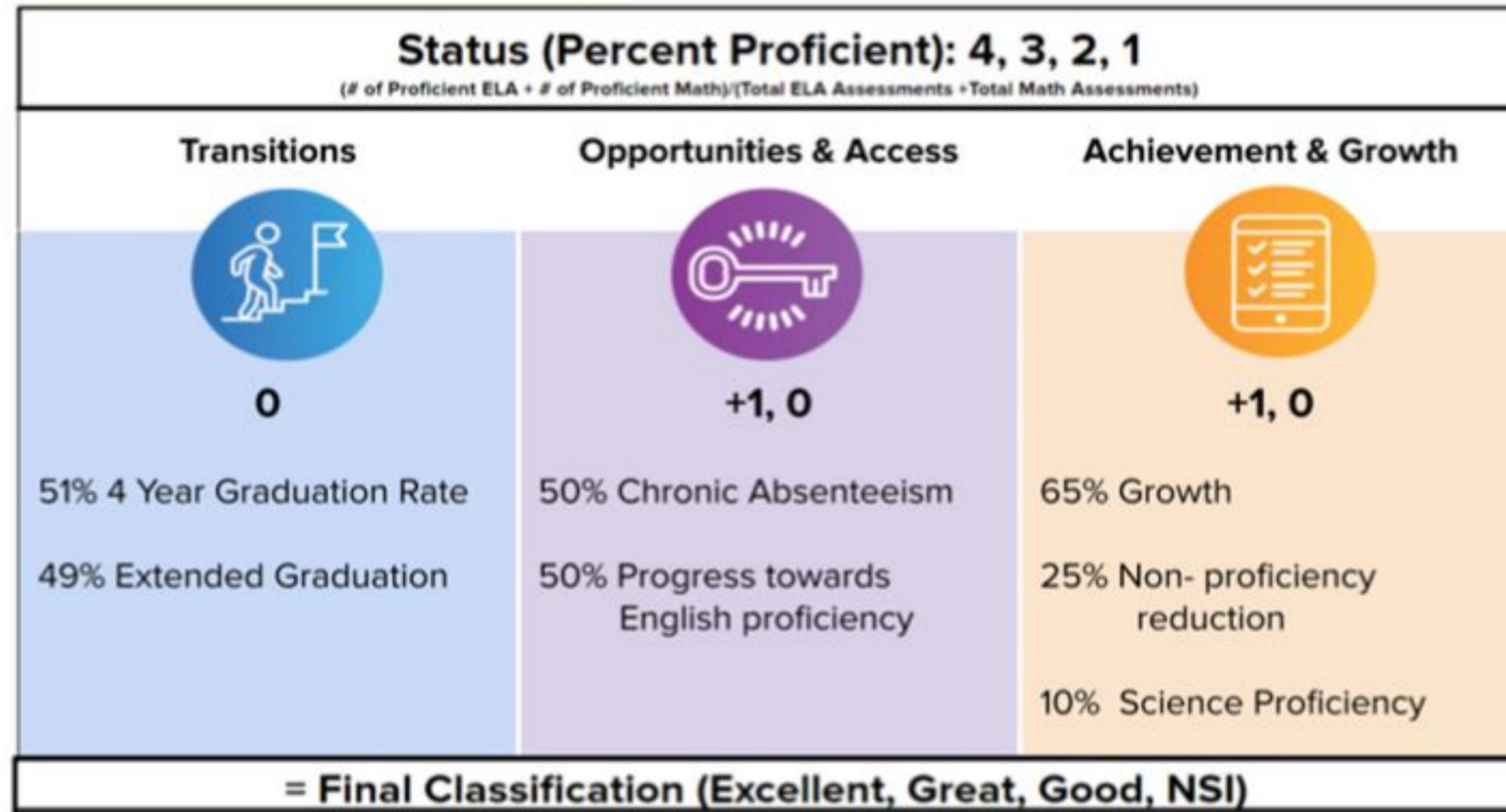


2023 School and District Classifications

All Nebraska schools and districts are classified as Excellent, Great, Good, or Needs Support to Improve.

STEP 1

STEP 2



2023 School and District Classifications

- This is the first year the District has received the “Great” Classification.
- Five of the schools moved up in their classifications.

SBPS Spring 2023 AQuESTT Classifications		
Organization	2021-2022 Classification	2022-2023 Classification
Scottsbluff Public Schools	Good	Great
Lake Minatare	Excellent	Great
Lincoln Heights	Good	Excellent
Longfellow	Great	Excellent
Roosevelt	Needs to Improve	Good
Westmoor	Great	Excellent
Bluffs Middle School	Good	Great
Scottsbluff Senior High	Good	Good

Nebraska Student-Centered Assessment System (NSCAS)

NSCAS GENERAL

NSCAS-ELA

- Grades 3-8

NSCAS-Math

- Grade 3-8

NSCAS-Science

- Grades 5 & 8

NSCAS ALTERNATE

NSCAS-AA-ELA

- Grades 3-8 & 11

NSCAS-AA-Math

- Grades 3-8 & 11

NSCAS-AA-Science

- Grades 3-8 & 11

The alternate exam is available for students who qualify as having significant cognitive disabilities.

ACT

ACT ELA

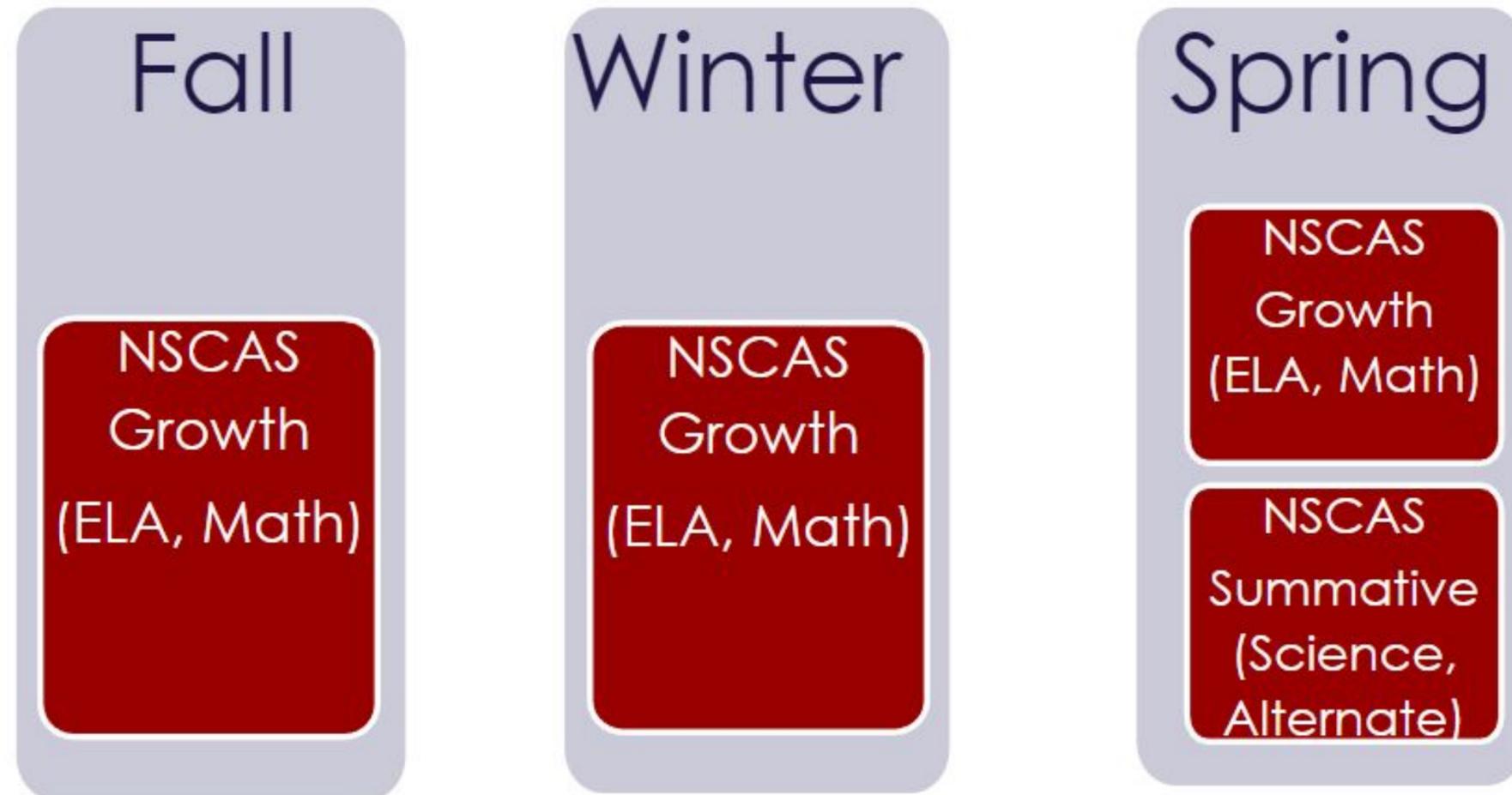
ACT Math

ACT Science

All students, including special education students and English Learners who are in their third-year cohort of high school must participate in the ACT.

NSCAS GROWTH THROUGH THE YEAR TESTING

- Incorporates the adaptive component of NWEA with our previous state tests
- Based on state standards and blueprint (table of specifications)



NSCAS Math

In Math, all grade levels in SBPS showed improvement from the previous year, and all grades but 11th were above the state average.

Percentage of SBPS Students Proficient on NSCAS Growth Math and ACT					
Grade	2018-2019 District	2020-2021 District	2021-2022 District	2022-2023 District	2022-2023 State
Grade 3	61%	54%	57%	60%	58%
Grade 4	43%	53%	48%	61%	58%
Grade 5	58%	53%	56%	72%	65%
Grade 6	38%	41%	45%	58%	57%
Grade 7	39%	42%	44%	78%	65%
Grade 8	33%	37%	40%	65%	61%
Grade 11	43%	35%	31%	36%	42%

NSCAS ELA

In English Language Arts, all grade levels but 11th showed improvement from the previous year. All grade levels but 7th grade were below the state average.

Percentage of SBPS Students Proficient on NSCAS Growth ELA and ACT					
Grade	2018-2019 District	2020-2021 District	2021-2022 District	2022-2023 District	2022-2023 State
Grade 3	47%	37%	45%	57%	62%
Grade 4	49%	39%	42%	52%	55%
Grade 5	49%	37%	33%	48%	57%
Grade 6	45%	36%	39%	46%	55%
Grade 7	43%	37%	38%	54%	54%
Grade 8	42%	42%	44%	56%	63%
Grade 11	41%	53%	38%	35%	46%

NSCAS SCIENCE

In Science, the 5th and 8th grades showed improvement from the previous year, but only the 8th grade met the state average.

Percentage of SBPS Students Proficient in NSCAS Science and ACT Science			
Grade	2021-2022 District	2022-2023 District	2022-2023 State
Grade 5	60%	71%	76%
Grade 8	60%	64%	64%
Grade 11	38%	38%	49%

NEXT STEPS

Scottsbluff Public Schools will use the results from the 2023 NSCAS Growth and ACT, along with other assessment data, for the continuous improvement process and to identify the academic interventions to address areas needing improvement.

Continuous Improvement



Data Analysis

Creating the Profile

Goal Setting

Planning

Implement the Plan

Questions?





Americanism and Civics Update



79-724. Committee on American Civics

(1) The school board of each school district shall, at the beginning of each calendar year, appoint from its members a committee of three, to be known as the committee on American civics, which shall:

(a) Hold no fewer than two public meetings annually, at least one when public testimony is accepted.

79-724. Committee on American Civics

(c) Examine and ensure that the social studies curriculum used in the district is aligned with the social studies standards adopted pursuant to section 79-760.01 and teaches foundational knowledge in civics, history, economics, financial literacy, and geography.

SBPS Social Studies

79-724. Committee on American Civics

(g) Ensure that the social studies curriculum in the district incorporates one or more of the following for each student:

(i) Administration of a written test that is identical to the entire civics portion of the naturalization test used by United States Citizenship and Immigration Services prior to the completion of eighth grade and again prior to the completion of twelfth grade with the individual score from each test for each student made available to a parent or guardian of such student.

- *The civics portion of the U.S Citizenship Naturalization Test is given to BMS 8th grade students and SHS American Government students at the beginning of the course and at the end.*

Civics (History and Government) Questions

79-724. Committee on American Civics

(ii) Attendance or participation between the commencement of eighth grade and completion of twelfth grade in a meeting of a public body as defined by section 84-1409 followed by the completion of a project or paper in which each student demonstrates or discusses the personal learning experience of such student related to such attendance or participation

SHS American Government

- *The American Government students participate in "County Government Day" each year.*
- *They will be adding the requirement of students attending a school board meeting, city council meeting or county board meeting.*

79-724. Committee on American Civics

(iii) Completion of a project or paper and a class presentation between the commencement of eighth grade and the completion of twelfth grade on a person or persons or an event commemorated by a holiday listed in subdivision (6) of this section or on a topic related to such person or persons or event;

SHS American Government

- *Students are required to complete research a topic and participate in a debate.*

Community RelationsStatement of Intent

It is the desire and intent of the Board of Education that there be continuous planned public relations activities for all participants in the school community - for students, staff, parents, and for the public at large. The public relations efforts should emanate from the school(s), as well as from the administrative offices.

Because the Board is proud of the staff, students, and the school, public relations activities should encompass all areas of school life, including regular instructional activities, **special** events of **unusual special** interest, extracurricular activities, accomplishments of students and staff and Board of Education activities.

The purpose of the public relations activities shall be to inform so that all participants in the public education endeavor may gain pride in and understanding of their schools.

Methods of Communication

The Board of Education will use various media to keep the public informed, including but not limited to news releases on the school website and to the area **news media newspapers**, issuance of newsletters, school newspapers, digital media, and presentations before parent groups and other community organizations.

All Board of Education publicity releases shall be made through the Superintendent **or the Superintendent's designee**. The Superintendent shall establish procedures for the dissemination of information regarding deliberations and decisions of the Board of Education. The Superintendent **or the Superintendent's designee** shall also establish procedures for the dissemination of local school news, emphasizing student and staff activities and achievements.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsVisiting School

Parents/~~guardians~~ and other interested individuals are ~~encouraged~~ allowed to visit schools and are to be made welcome by the respective building staffs and student bodies. ~~Visitors should refer to the respective building handbooks for specific visitation guidelines.~~ Under ordinary circumstances, the teacher being visited by a parent/~~guardian~~ should continue with the regular classroom work.

Contacts during school hours with non-school individuals and agencies for materials, service, or programs may be made only with the approval of the principal.

For security reasons, all school personnel and students are asked to see that all visitors are courteously directed to the building principal's office. ~~In addition,~~ The administration ~~may exercise its discretion and~~ has the authority to direct that certain individuals who may pose a threat of harm to students or staff or who may create or have created a disruption to the educational program be prohibited from being on school grounds.

Employees in school buildings shall report to the principal immediately any person loitering on or near the school grounds. If necessary, the principal will notify the appropriate law enforcement agency to investigate the situation.

Legal Reference: ~~Neb. Rev. Stat. Sec. 79-8,109 Teachers, Solicitation by Agents Prohibited, Exceptions~~
~~Neb. Rev. Stat. Sec. 28-901—Obstructing Government Operations~~
Neb. Rev. Stat. § 79-8,100

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsCitizen Communication to the Board of Education

The Board of Education recognizes the necessity for open communication with students, parents, patrons, and staff but is also aware that a procedure for processing concerns and complaints is imperative to the normal operations of the District. It is the intent of the Board that concerns and complaints be resolved at the ~~lowest possible~~ level at which the complaint originated.

Complaints Made to Individual Board Members

Members of the Board of Education have no authority or power to act on behalf of the Board or the District except when acting as a member of the entire Board at a duly called Board meeting or when acting with express, specific authority granted by the Board or by law. Should any member of the Board be approached by a student, parent, patron, or staff member who has a concern or complaint, the member should:

1. Listen attentively to the concerns but ~~not make any representations on behalf of the Board. take any inflexible a position.~~
2. Instruct the individual about the District's process for resolving concerns and complaints and direct the individual to the appropriate complaint or grievance procedure or to the Superintendent for information concerning such procedures. If the concern or complaint involves a teacher, the individual should be informed to discuss the matter with the teacher first.
3. Inform the Superintendent of the concern.

The Board and the District shall not be bound in any way by the action or statement on the part of any individual Board member or committee, except when such statement or action is taken or made in conformance with express, specific authority granted by the Board or by law.

Complaints Made to the Board

Concerns or complaints may be made to the Board of Education at a duly called board meeting at such time as the agenda provides for public participation or comment.

In the event the complaint involves a personnel matter relating to an employee of the District, the individual raising the complaint shall be directed to first exhaust the appropriate complaint or grievance procedure. The Board shall not respond or take action on such a complaint until such complaint or grievance procedure has been exhausted, unless it is determined by the Board, under the circumstances, that an immediate response or action is required.

Individuals raising concerns or complaints involving non-personnel matters which may be the subject of a complaint or grievance procedure may also be directed to first use such complaint or grievance procedure.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsAnnual Report and School Improvement

The Superintendent **or the Superintendent's designee** 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 **or the Superintendent's designee** 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:

1. 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 10 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;
2. School system demographics;
3. School improvement goals and progress; and,
4. 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:

1. Review and update of the mission and vision statements.
2. Collection and analysis of data about student performance, demographics, learning climate, and former high school students.
3. Selection of improvement goals. At least one goal is directed toward improving student academic achievement.
4. Development and implementation of an improvement plan which includes procedures, strategies, actions to achieve goals, and an aligned professional development plan.
5. 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 **Nebraska Department of Education**. 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: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsPublic Access to School Records - Examination, Making Memoranda, and Copying

1. The ~~School~~ District, through the Superintendent, shall provide interested persons access to the records of the ~~School~~ District as required by law. ~~A Request for Information form will be supplied by the District. Public records requests should be directed to the District Office.~~ Such access shall include the opportunity to examine, make memoranda, and copy ~~School~~ District records. The ~~School~~ District shall not make records of individual students or personnel available except as allowed by law or compelled by court order.
2. Records may be examined at the ~~School~~ District offices during the hours such offices are open for the ordinary transaction of business ~~and School-district-offices-will-be-open-for-the-ordinary-transaction-of-business-with-the-exception-of-(a)-during-the-school-year-on-such-days-as-school-is-in-session,-and-(b)-during-the-summer-months-when-school-is-not-in-session,-Monday-through-Friday~~ when the Superintendent is present, ~~except legal holidays.~~
3. Records may be obtained in the form in which the record is maintained including, but not limited to, printouts, electronic data, disc, tapes, and photocopies. The ~~School~~ District will not be required to produce or generate any record in a new or different form or format modified from that of the original ~~School~~ District record. Copies of records may be made as follows:
 - a. Copies may be made by persons using their own copying or photocopying equipment, provided that such copies shall be made on the premises of the ~~School~~ District offices or at a location mutually agreed to by the requester and the ~~School~~ District.
 - b. Copies may be obtained from the ~~School~~ District if the ~~School~~ District has copying equipment reasonably available, and upon payment of a fee for providing copies. The Superintendent ~~or designee~~ shall establish a fee schedule for the copying of ~~School~~ District records, provided that such fee is not to exceed the actual cost of making the copies available. Actual costs of making copies available include: Paper, discs, and other hard copy materials, copier device costs (equipment lease, depreciation and maintenance), electricity and the cost of personnel. If the copies requested are estimated by the ~~School~~ District to be more than fifty dollars (\$50.00), the ~~School~~ District may require the requester to furnish a deposit prior to fulfilling such request.
4. Upon written request for access to records, the ~~School~~ District will provide to the requester ~~the record or a written response~~ as soon as is practicable and without delay, but not more than four business days after actual receipt of the request:
 - a. Access to or, if copying equipment is reasonably available, copies of the ~~School~~ District records requested;
 - b. A ~~written~~ denial of the request, or portion thereof, if there is a legal basis for such denial of access to ~~School~~ District records ~~on-a will be in~~ written form from the ~~School~~ District; or,
 - c. If the entire request cannot with reasonable good faith efforts be fulfilled within four business days after actual receipt of the request due to the significant

difficulty or extensiveness of the request, the ~~School~~ District shall provide a written explanation, including the earliest practicable date for fulfilling the request, and estimate of the expected cost of any copies, and an opportunity to modify or prioritize the items within the request. ~~[See, Regulation Form 1050B, "Explanation of Delay in Fulfilling Request for School District Records"]~~.

Legal Reference: Neb. Rev. Stat. § 84-712 et seq.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

~~Regulation No. 1050 – A~~

~~Community Relations~~

~~Denial of Access to School District Records Form~~

~~Name of Requester: _____~~

~~Date of School Record Request: _____~~

~~Name of Administrator Denying Record Request: _____~~

~~Description of Records Requested (Actual written request for record may be attached): _____~~

~~_____
_____~~

~~Please be advised that the School District has determined that there is a legal basis for a denial of access or copies to all or a portion of the school records requested, and hereby provides the following information regarding such denial:~~

~~A. Description of the contents of the records withheld: _____~~

~~_____

_____~~

~~B. Statement of the specific reasons for the denial (Correlate specific portions of the records to specific reasons; include citation of statute expressly providing that particular information or records shall not be made public): _____~~

~~_____

_____~~

~~**NOTICE: Pursuant to Neb. Rev. Stat. § 84-712.03, you may have a right of judicial or administrative review of the denial of access to School District records set forth above, including a right to petition for a writ of mandamus, or petition the Attorney General to review the record to determine if it may be withheld from public inspection.**~~

~~Regulation No. 1050 – B~~

~~_____~~

Community Relations

Explanation of Delay in Fulfilling Request for School District Records

~~Your entire request for School District records cannot with reasonable good faith efforts be fulfilled within four (4) business days after actual receipt of such request due to (check all applicable boxes):~~

~~G Significant difficulty in compiling or copying such records;~~

~~G Extensiveness of the request.~~

~~A. Additional Explanation: _____

_____.~~

~~B. Projected Date of Fulfilling Request: _____.~~

~~C. Projected Cost of Copies: \$_____.~~

~~Modification or Prioritization of Request: You may modify or prioritize the items in your request to expedite the availability of the school records requested; please set forth your modification or prioritized items in the space provided below and return to the office.~~

~~_____
_____.~~

~~Date of Adoption: August 9, 2021~~

Community RelationsAdvertising and Promotion

Neither the facilities, the staff, nor the children of the ~~School~~ District shall be employed by the ~~School~~ District in any manner for advertising or otherwise promoting the interests of any commercial, political, or other non-school agency, individual, or organization, except that:

1. The schools may cooperate in furthering the work of any non-profit, community-wide social service agency, provided that such cooperation does not restrict or impair the educational program of the schools.
2. The schools may use films or other educational materials bearing mention of the producing firm or sponsor, providing such materials can be justified on the basis of their actual educational values.
3. The schools may cooperate with any agency in promoting the activities in general public interest, and which promote the education or other best interest of students **and staff**.
4. The Superintendent **or the Superintendent's designee** may cooperate in furthering the work of any non-profit, community-wide social service agency provided such cooperating does not infringe on school programs or diminish the amount of time devoted thereto.
5. The administration may, at its discretion, announce, or authorize to be announced, any lecture, community activity, or film which it feels has educational merit.
6. School representatives may, upon approval of the Board of Education, cooperate with any agency in promoting activities in the general public interest, and which promotes education that is in the best interest of the students.
7. The ~~school~~ District will not distribute promotions or offers to staff or students.

Legal Reference: Neb. Rev. Stat. § 79-526 ~~Board Authority for Supervision and Control~~
Neb. Rev. Stat. § 79-8,100 ~~Teachers, Solicitation by Agents~~

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsPublications, Radio, and Television

The Board of Education welcomes the active participation of print and electronic mass media in promoting educational programs of Scottsbluff Public Schools. All resultant news coverage of academic or extracurricular activities must be presented in the public interest. No identification of the school with the promotion of any commercial or political enterprise will be permitted.

All radio and television broadcasts of any school activity or contest originating from the ~~School~~ District's facilities must be coordinated through the office of the building principal sponsoring the activity.

Companies interested in such broadcasts will:

1. Contact the building principal and/or ~~Athletic Activities~~ Director at least ~~three business days forty-eight (48) hours~~ in advance of the event to gain permission and make arrangements for attending the activity;
2. Any company interested in broadcasting an activity will be responsible for all necessary equipment, transmission lines, power sources, and accompanying expenses; and,
3. Any company interested in broadcasting an activity will be responsible for any financial and legal liabilities pertaining to its own equipment and personnel.

Legal Reference: Neb. Rev. Stat. §79-526 ~~Board Authority for Supervision and Control~~
Neb. Rev. Stat. §79-1312 et. seq. ~~Telecommunications Operated by the~~
~~Nebraska Educational Telecommunications Commission~~

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsMedia Relations

The Board recognizes the value of and supports open, fair, and honest communication with the news media. The Board will maintain a cooperative relationship with the news media. As part of this cooperative relationship, the Board and the media will develop a means for sharing information while respecting each party's limitations.

Members of the news media are encouraged and welcome to attend open Board meetings. The Board President shall be the spokesperson for the Board, and the Superintendent or ~~the Superintendent's~~ designee shall be the spokesperson for the ~~School~~ District. It shall be the responsibility of the Board President and Superintendent or designee to respond to inquiries from the news media about the ~~School~~ District.

Members of the news media seeking information about the ~~School~~ District shall direct their inquiries to the Superintendent or ~~the Superintendent's~~ designee. The Superintendent or ~~the Superintendent's~~ designee shall accurately and objectively provide the facts and Board positions in response to inquiries from the news media about the ~~School~~ District.

Legal Reference: Neb. Rev. Stat. §79-526 ~~Board Authority for Supervision and Control~~
Neb. Rev. Stat. §79-1312 et. seq. ~~Telecommunications Operated by the~~
~~Nebraska Educational Telecommunications Commission~~

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsSchool Directory

A school directory will be used and distributed only by authorization of the principal or Superintendent. Under no circumstances will it be distributed for political or commercial purposes. If student directory information is released it shall not be released to an agency or individual if personal profit is the object of the receiver. Directory information for purposes of the school directory shall consist of the information that is considered to be “directory information” in the ~~School~~ District’s annual FERPA notice. Parents who do not wish to have their child's name(s) included in the directory to be released may request that it be deleted. It shall be the principal's ~~or designee’s~~ responsibility to delete those names.

Legal Reference: Neb. Rev. Stat. §79-539
Neb. Rev. Stat. §§79-2,104 & 79-2,105
Neb. Rev. Stat. §§84-1201 to 84-1220
Family Educational Rights and Privacy Act, 20 U.S.C. §1232g

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsCommunity Use of School Facilities

School facilities are primarily intended for the District's educational and extracurricular activity programs. School facilities are, however, made available for use by outside groups to further the interests of the District and the community. Use by non-school groups is allowed pursuant to an application process and is subject to the terms and conditions set forth in this policy.

1. Application for Use

Outside groups that wish to use school facilities must submit a completed Application for Use form, signed by a representative of the outside group who has authority to commit the outside group to the terms and conditions of the application. The outside group, as applicant, shall specify the nature of the intended use, the dates and times of the requested use, and the facilities for which use is requested.

The form shall be developed by the administration. The form shall include the statement that, "This application is subject to the terms of the Board's 'Community Use of School Facilities' policy. The terms and conditions of that policy are incorporated into this application by this reference. Applicant accepts all such terms and conditions."

2. Acceptance of Application for Use

Acceptance or rejection of applications shall be the responsibility of the Superintendent or ~~the Superintendent's~~ designee.

Applications shall not be rejected for any unlawful reason, including unlawful discrimination on the basis of race, national origin, gender, religion, disability, age, marital status, or veteran status, and including the applicant's legally protected exercise of constitutional or statutory rights.

The District's facilities are designated as nonpublic forums. Accordingly, applications shall not be accepted for:

- a. Uses that may conflict with or that disrupt the District's educational or extracurricular activity programs;
- b. Uses inconsistent with the mission of the District;
- c. Uses that present an unacceptable risk that the conditions of use set forth in this policy will not be adhered to; ~~either due to the nature of the requested use or the character of the group or individuals within the group.~~
- d. Uses that present an unacceptable risk of damage or unacceptable wear and tear to facilities or equipment;
- e. Uses for outside commercial activities except with approval of the Board and except for camps and other activities for high school students subject to and consistent with Bylaws of the Nebraska School Activities Association;
- f. Uses that involve gambling or games of chance;
- g. Uses that involve a group or activity which advocates or condones the violent

- overthrow of the Constitution or of the government; and/or,
- h. Uses that involve the meetings of secret clubs not open to members of the public.

Applications for use of facilities may be denied based on unsuitability of the date or time of the requested use. Facilities will generally not be available for community use at times when school staff are not available to monitor the applicant's use, such as on legal holidays and before 7:00 a.m. or after 10:00 p.m.

Leases of school facilities require approval of the Board. As such, applications that request long-term use of facilities in the nature of a lease will be denied.

Applications may be denied based on the determination of the Superintendent or the **Superintendent's** designee that the applicant does not have the financial ability or financial responsibility to pay fees or expenses or to reimburse the District for any damages that may be sustained to facilities or equipment or any liability that may be created by the use.

When an application conflicts with another application, the applications will be accepted according to the following priority order:

- a. Events or activities that are designed to service students of the District or which are related to any function of the District, including approved school-community associations and school-affiliated non-profit groups.
- b. Tax-supported agencies such as educational entities or units of city, county, or state government.
- c. Nonprofit community agencies such as private educational agencies.
- d. Groups where the majority of the members reside within the District.

For use conflicts within each group, priority will be given to the first to submit their application, provided that the Superintendent **or the Superintendent's designee** may approve an application that is not first-filed if the other applicant's use could be feasibly changed to a non-conflicting time or area.

Applications that are accepted may not be assigned or transferred to another outside group.

Applications that are accepted are subject to cancellation by the Superintendent or **the Superintendent's** designee. Cancellation will occur in the event the administration reasonably determines:

- a. Any of the reasons for non-acceptance of an application exist.
- b. The applicant fails to meet any term or condition required prior to the use. This includes but is not limited to failure of the applicant to pay required fees or deposits or failure to show evidence that any required insurance is in place.
- c. Circumstances make the use unsuitable. This includes but is not limited to:
 - i. The condition of the facilities being unsafe. For example, the presence of snow, ice, fallen limbs, or other potential hazards that the school would not otherwise clear prior to the activity or event. The applicant may

request that the District clear the hazards such that it may proceed with its activity or event. If the District agrees to do so, the applicant shall be responsible for all costs incurred by the District in clearing the hazard.

- ii. School staff being unavailable to monitor the use or to provide set-up or clean-up services where the District has accepted responsibility for such.
- iii. The need to use the facilities for a school activity or purpose.

Generally, if school is closed on the date of the applicant's intended use due to inclement weather or hazardous conditions, the applicant's use will be cancelled.

The applicant shall remain responsible for fees or expenses, and any deposit that has been received by the District shall be forfeited and be kept by the District, if cancellation occurs because of the fault of the applicant. Otherwise, the District will return any deposit that has been received by the District. The District will in no event be responsible for any damages, expenses, or losses incurred by the applicant or any person arising from the cancellation.

An applicant may withdraw its application at any time prior to acceptance. An accepted application may be withdrawn by the applicant, subject to approval of the Superintendent or the Superintendent's designee. Approval is subject to the conditions that the applicant has given reasonable advance notice (ordinarily at least 48 hours) and that the applicant reimburse the District for any expense the District has incurred.

3. Conditions of Use

The conditions for use are as follows:

- a. Compliance. Applicant agrees to:
 - i. Comply with all local, state and federal laws, including health and fire codes;
 - ii. Comply with Board policies concerning non-discrimination and the use of school facilities; and,
 - iii. Comply with reasonable administrative rules related to use of facilities and the requests of school officials related to the applicant's use of the facility.
- b. Disclaim School Sponsorship. The District does not sponsor or endorse the applicant or the activity or event conducted by the applicant. To ensure that the public understands this fact, the applicant agrees to not make any statements suggesting such sponsorship and to publish statements of non-school sponsorship in such form and manner as the administration may request.
- c. Supervision. Applicant agrees to provide appropriate supervision of the activity or event in all respects, including supervision reasonably necessary to ensure that no person participating in or attending the activity or event:
 - i. Is presented with conditions that pose an unreasonable risk of personal injury or damage to personal property;
 - ii. Enters any area of the school facilities that the applicant has not been given permission to use, or accesses any school records;

- iii. Engages in the use of tobacco, alcohol, or illegal drugs, or is under the influence of alcohol or illegal drugs;
- iv. Possesses a firearm or a weapon;
- v. Engages in disorderly, lewd, or lascivious conduct; and/or,
- vi. Engages in any criminal behavior.

Applicant shall remove any person from the activity or event who engages in any of the above listed conduct. Applicant agrees to report to the school administration by the close of the next business day the identity of any person who engaged in any of the above listed conduct and the details of the conduct. If the offending person is a student, the report shall be made immediately.

In the event the school administration determines that the nature of the activity or event warrants the presence of security services, applicant agrees to provide such security services **as approved by the District.**

Applicant agrees to ensure that all persons attending its activity or event are off school grounds at the end of its time of permitted use, except for students or school staff who are authorized to remain for a school-related purpose.

4. Condition of Premises

Applicant agrees to:

- a. Conduct a reasonable inspection of the premises prior to the activity or event to ensure that the premises are safe for the intended use. In the event of any unsafe condition, applicant shall notify an administrator. In the event the unsafe condition is not corrected prior to the activity or event, the applicant shall postpone or cancel the activity or event;
- b. Not use or allow any school equipment to be used without express approval of school administration;
- c. Not bring or allow others to bring food or beverages on to school grounds without express approval of school administration;
- d. Not bring or allow others to bring or use any flammable items (including candles or incense) or any volatile chemical or any explosive;
- e. Not use any electrical equipment that has been brought onto the premises without express approval of school administration;
- f. Not allow the wearing of street shoes or shoes with black soles on gym floors or other protected surfaces;
- g. Not park or allow others to park in fire lanes or reserved spaces or in any manner inconsistent with the school's parking rules;
- h. Not cause or allow others to cause damage to school facilities or equipment;
- i. In the event damages are sustained, the applicant accepts responsibility for reimbursing the District for the cost of repair or replacement;
- j. Applicant agrees that the school administration's determination that damage was sustained in connection with the applicant's use, and of the cost of repair or replacement, is controlling;
- k. Applicant shall immediately report to the school administration any damage to

school facilities or equipment that occurs during the applicant's use of school facilities that may present a risk of injury to students or any subsequent users. Any other damage shall be reported by the close of the next business day;

- l. Return the facilities in as good a condition as it was prior to use. This includes, without limitation, cleaning, removal of trash, and returning tables and chairs and other school property to their proper location. The clean-up shall be promptly completed. In the event the District provides the clean-up service, the applicant agrees to reimburse the District for the cost of such clean-up; and,
 - m. Remove any property brought in by the applicant and by any person attending the activity or event. The District is not responsible for any personal property that is left on the premises.
5. Financial Responsibility
Applicant agrees to:
- a. Procure, at its own expense, a Comprehensive General Liability insurance policy naming the District as an additional insured. This policy shall be written with a minimum of \$1,000,000 Combined Single Limit per occurrence. A Certificate of Insurance evidencing coverage must be submitted prior to the applicant's use.
 - b. The insurance requirement is subject to waiver by the Superintendent or **the Superintendent's** designee only in circumstances where the intended use presents very little potential for injury or damage and the activity or event is designed to serve the District's students or staff.
 - c. Indemnify and hold the District, the Board, school employees, and agents of the District harmless from any and all claims, demands, causes of action, or lawsuits for any death or personal injury or damage to property sustained during, caused by or arising out of the applicant's use of school facilities.

6. Fees for Use

The Superintendent or **the Superintendent's** designee shall establish a daily use fee schedule that establishes rates for specific parts of the school facilities (~~that is,~~ kitchen, auditorium, gymnasium, athletic field, classrooms, meeting rooms). The rates shall be reviewed on a periodic basis, with the review to occur no less than every two years.

The fee rates shall be in an amount sufficient to cover estimated staff time and direct costs associated with:

- a. Processing. Cost of processing the application, postage, invoicing, and coordination of the use.
- b. Access. Cost of providing access, such as unlocking doors before use and locking after use, turning lights on and off, and disarming/re-arming security systems.
- c. Custodial. Cost of providing custodial or maintenance services to prepare the facility for the use and for clean-up after the use.
- d. Kitchen. Cost of providing access to the kitchen facilities, as ordinarily any permitted use of the kitchen will require the presence of a member of the school's food service staff.
- e. Special Equipment. Cost of making special equipment available such as sound and lighting set-up, as ordinarily any permitted use of special equipment will

require the presence of a member of the school's staff who is familiar with proper use of the equipment.

- f. Monitoring. Cost of administrative or other professional staff to monitor the applicant's use to ensure compliance with the terms and conditions of the permitted use.
- g. Security. Cost of providing security services when determined to be needed for the activity or event.

The fee schedule shall be applied evenly to all applicants, with two exceptions:

- a. A different fee may be assessed where the Superintendent or **the Superintendent's** designee reasonably determines that the applicant's use will require staff time or cause direct costs different than those used in establishing the fee schedule.
- b. A fee waiver or reduced fee rate shall be given for use where the activity or event is designed to serve students of the District or children, such as approved school-community associations and school-affiliated non-profit groups and summertime sports leagues, sports camps, etc., that are subject to NSAA regulations.

7. Use Consistent with NSAA Bylaws

Use of school facilities for activities that are subject to the Bylaws of the Nebraska School Activities Association (NSAA) shall be permitted subject to and in accordance with the NSAA Bylaws. Such use shall be consistent with this policy for non-school groups. Examples of acceptable use of school facilities for activities are:

- a. Summer Leagues. There must be evidence that the organization or individual conducting the league has rented or leased the facility (for example, via an Application for Use) to prove the school is not involved in its sponsorship or funding.
- b. Commercial Sport Camps/Clinics. School facilities for use by individuals, including the District's own coaches or other organizations for commercial camps/clinics or schools. Camps conducted by high school coaches shall be publicized as open to all area individuals wishing to attend and not limited to students from the coach's high school.
- c. All-Star competition that involves graduated seniors.
- d. Competitive meets and contests sponsored by non-school groups.
- e. Facilities approved under the above stipulations include gymnasiums, tracks, swimming pools, tennis courts, athletic playing fields, and baseball and softball diamonds.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community Relations

Use of School Facilities - Student Groups

Access by Youth Organizations

The District will allow, upon request, a representative of a recognized youth organization to provide:

1. oral or written information to students regarding the youth organization and how such youth organization furthers the educational interested and civic involvement of students in a manner consistent with good citizenship; and,
2. services and activities to any student who is a member of such youth organization.

A “recognized youth organization” is limited to those groups listed in 36 U.S.C. Subtitle II, Part B. Each requesting youth organization will be permitted to provide information at school at least once during each school year. The administration will make a good faith effort to find a mutually agreeable date, time, and location for each requesting youth organization, though the administration shall have the ultimate authority to select the date, time, and location for any requesting youth organization. Under no circumstances will any requesting youth organization be permitted to provide oral information to students during instructional time, unless previously approved by the Superintendent or the Superintendent’s designee. Every representative from a requesting youth organization must submit to, at the organization’s cost, a background check. The Superintendent or the Superintendent’s designee may refuse to allow an individual to be on school grounds if the individual’s background check discloses a prior felony conviction or if, in the Superintendent’s discretion, the background check otherwise reveals concerns about student safety. Nothing in this paragraph preempts or undermines any provision of the District’s Parental Involvement Policy.

Equal Access to Student Groups

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

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

1. The meeting must be voluntary and student-initiated;
2. There must be no sponsorship of the meeting by the school or its agents or employees;
3. Employees or agents of the school are present at religious meetings only in a non-participatory capacity;
4. The meeting must not materially and substantially interfere with the orderly conduct of educational activities within the school; and,

5. Non-school persons may not direct, conduct, control, or regularly attend activities of the student group.

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

Equal Access to Boy Scouts

If the District provides an opportunity for one or more outside youth or community groups to meet on school premises or in school facilities before or after school hours, the District shall not deny equal access or a fair opportunity to meet to, or discriminate against, any group officially affiliated with the Boy Scouts of America. The same principles apply to any other youth group listed in Title 36 of the United States Code as a “patriotic society.” The administration shall in all respects maintain the District in compliance with the Boy Scouts of America Equal Access Act.

The use of school facilities for student meetings and Boy Scouts as provided above shall be subject to the same provisions as other community, non-school groups and may be required to complete a community use application as and to the same extent as other non-curriculum related student groups (in the case of student meetings) and other outside youth or community groups (in the case of the Boy Scouts).

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

Date of Adoption: August 9, 2021
Date of Revision: ~~July 10, 2023~~ December 11, 2023

Community RelationsRecording of Others

To ensure the privacy and confidentiality of student information, no person is authorized to record or transmit any sound or image of any person (including themselves) without the prior consent or authorization of either:

1. The person or persons being recorded or whose image or sound is being transmitted;
2. By authorized staff for purposes of child welfare (for example, to record images of injuries to students caused or believed to be caused by another person); or,
3. The Superintendent or **the Superintendent's** designee.

This prohibition applies to all persons, including staff, students, and community members, regardless of the content or context of the image or sound. However, this provision shall not apply to district-sponsored athletic or activity events where the focus of the recording or transmission is on the student performances or activity. Nothing in this provision shall prohibit the recording of an Individualized Education Program (IEP) meeting if the recording is necessary to ensure that the parent understands the IEP or the IEP process or to implement other parental rights guaranteed by the Individuals with Disabilities Education Act.

Legal Reference: Neb. Rev. Stat. § 86-290
Letter to Anonymous, 40 IDELR 70 (OSEP 2003)

Date of Adoption: August 9, 2021
Date of Revision: **December 11, 2023**

Community RelationsPublic Conduct on School Premises

No person on district property will:

1. Injure or threaten to injure another;
2. Damage the property of another or of the District;
3. Violate parking regulations;
4. Drive a vehicle in an unsafe manner;
5. Impede, delay, or otherwise interfere with the orderly conduct of the District's educational program or any other activity taking place on District property which has been authorized by the Board, Superintendent, principal, or other authorized administrator;
6. Enter any portion of District premises at any time for purposes other than those which are lawful and authorized by District officials;
7. Possess an unauthorized loaded or unloaded firearm or any other instrument used as a dangerous or deadly weapon as defined in law and Board policy;
8. Possess, consume, sell, give, or deliver unlawful drugs including drug paraphernalia and alcoholic beverages;
9. Smoke or use tobacco products ~~in other than a designated smoking area~~;
10. Conduct business or promote sales for any purposes unless authorized by the administration.
11. Willfully violate other district rules and regulations designed to maintain public order on school property.

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

To protect the rights of students to participate without fear of interference, and to permit the sponsors and officials of extracurricular activities to perform their duties without interference, the following provisions are in effect:

Abusive, verbal, or physical conduct of spectators directed at participants, officials, or sponsors of extracurricular activities or at other spectators will not be tolerated.

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

If a spectator at an extracurricular activity becomes physically or verbally abusive, uses vulgar or obscene language, or in any way impedes the performance of an activity, the spectator may be removed from the event by the individual in charge of the event and the Superintendent **or the Superintendent's designee** may recommend the exclusion of the spectator at future extracurricular activities.

Upon recommendation of the Superintendent **or the Superintendent's designee**, a notice of exclusion from extracurricular activities will be sent to the spectator involved. The notice shall advise the spectator of the **School** District's right to exclude the individual from **school** district activities and events and the duration of the exclusion. If the spectator disobeys the **School** District's order, law enforcement authorities will be contacted and asked to remove the spectator. If a spectator has been notified of exclusion and thereafter attends an extracurricular activity, the spectator shall be advised that his/her attendance will result in prosecution.

Persons ~~having no legitimate purpose or business on district property or~~ violating or threatening to violate the above rules may be ejected from the premises and/or referred to law enforcement officials.

Date of Adoption: August 9, 2021
Date of Review: December 11, 2023

Community RelationsTraffic and Parking Procedures

Driving and parking on school property are privileges granted by the Board ~~or designee~~ to persons who have reasons to be in the schools or on school property. The Superintendent shall authorize parking areas and post notices on district property designated for staff, students, visitors, ~~parking~~ and ~~parking~~ for persons with disabilities and other classifications ~~of parking areas~~ as ~~may be~~ necessary.

Any vehicle not parked in authorized areas may be cited and/or towed away and stored. All charges for towing and storing will be the responsibility of the owner or operator of the vehicle.

Any person failing to abide by the District's parking regulations may be further prohibited from bringing any vehicle on school property.

Building principals will establish regulations as necessary for the use and control of staff and student parking areas around their buildings. Such regulations will be made available to staff, students and parents.

Date of Adoption: August 9, 2021

Date of Review: December 11, 2023

Community RelationsBulletin Boards, Display Case, and Posted Material

~~School bulletin boards, display cases, and posting areas are for the purposes of conveying information about school activities and programs to students, staff, and the visiting public as deemed appropriate by the respective principals; however, building principals may use their discretion on posting or displaying non-school related information which is not political or commercial in nature.~~

Bulletin boards and display cases are available for school-related and approved materials to be posted and displayed. Posters to be used in the halls or materials for distribution will need to be approved by the Superintendent, principal, or activities director's office, depending on the nature of the activity or event.

~~Legal Reference: Neb. Rev. Stat. Sec. 79-526 Board Authority for Supervision and Control~~

Date of Adoption: August 9, 2021

Date of Review: December 11, 2023

Community RelationsTobacco Policy

~~The use of tobacco products is prohibited in all school buildings and all school vehicles. Smoking shall also be prohibited in any area where school staff, students or members of the public may be present or may be affected by smoke, including without limitation at or in school grounds or activity.~~ Scottsbluff Public Schools is tobacco free. The use of tobacco is prohibited on any real or personal property of the District, including but not limited to school vehicles and busses.

For purposes of this policy, tobacco means any tobacco product (including but not limited to cigarettes, cigars, and chewing tobacco), vapor products (such as e-cigarettes), electronic nicotine delivery systems, alternative nicotine products, tobacco product look-alikes, and products intended to replicate tobacco products either by appearance or effect. This does not preclude adults from wearing non-visible nicotine patches, or using nicotine gum without displaying the product container, as part of a smoking cessation program.

Legal Reference: Neb. Rev. Stat. §§ 71-5716 to 5734 (~~Nebraska Clean Indoor Air Act~~)

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community Relations

Skateboarding and Rollerblading

In the interest of maintaining a safe injury-free environment and preventing damage to school equipment, skateboarding and rollerblading are prohibited on **all school property including but not limited to** the sidewalks, driveways, **parking lots**, and playgrounds ~~of the school~~ at all times.

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsAnti-Discrimination1. Elimination of Discrimination

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

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

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

Students: Dr. Wendy Kemling, Executive Director of Student Services
1722 1st Avenue, Scottsbluff, NE 69361
(308) 635-6200
wkemling@sbps.net

Employees and Others: Dr. Wendy Kemling, Executive Director of Student Services
1722 1st Avenue, Scottsbluff, NE 69361
(308) 635-6200
wkemling@sbps.net

2. Preventing Harassment and Discrimination of Employees and Students

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

For purposes of this policy, discrimination or harassment based on a person's sex, disability, race (including skin color, hair texture, and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or

other protected status, is prohibited. The following are general definitions of what might constitute prohibited harassment:

- i. In general, ethnic or racial slurs or other verbal or physical conduct relating to a person's sex, disability, race (including skin color, hair texture, and protective hairstyles), color, religion, veteran status, national or ethnic origin, age, marital status, pregnancy, childbirth or related medical condition, sexual orientation or gender identity, or other protected status, constitutes harassment when they unreasonably interfere with the person's work performance or create an intimidating work, instructional, or educational environment.
- ii. Age harassment has been defined by federal regulations as a form of age discrimination. It can consist of demeaning jokes, insults, or intimidation based on a person's age.
- iii. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination. It can consist of unwelcome sexual advances, requests for sexual favors, or physical or verbal conduct of a sexual nature by supervisors or others in the workplace, classroom, or educational environment. Sexual harassment may exist when:
 - a. Supervisors or managers make a submission to such conduct either an explicit or implicit term and condition of employment (including hiring, compensation, promotion, or retention);
 - b. Submission to or rejection of such conduct is used by supervisors or managers as a basis for employment related decisions such as promotion, performance evaluation, pay adjustment, discipline, work assignment, etc.
 - c. The conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile, or offensive working, classroom, or educational environment.

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

3. Procedures

- a. Employees or students should initially report all instances of discrimination or harassment to their immediate supervisor or teacher. However, if the employee or student is uncomfortable in presenting the problem to the supervisor or teacher, or if the supervisor or teacher is the problem, the employee or student is encouraged to go to the next level of supervision.
- b. If the report is not satisfactorily resolved within 10 ~~calendar~~ school days, or if the discrimination or harassment continues, please report your complaint to the Superintendent of Scottsbluff Public Schools.

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

Legal Reference: 20 U.S.C. § 1681
29 U.S.C. §§ 621 et seq.
29 U.S.C. §§794
38 U.S.C. §§ 4301 et se
42 U.S.C. §§ 2000d et seq.
42 U.S.C. §§ 2000e et seq.
42 U.S.C. §§ 2000e(k)
42 U.S.C. §§ 12101 et seq.
Neb. Rev. Stat. §§ 48-1101 et seq.
Rev. Stat. Stat. §§ 48-1001 et seq.
Neb. Rev. Stat. §§ 79-2,115 et seq.

Date of Adoption: August 9, 2021
Date of Revision: ~~November 8, 2021~~ December 11, 2023

Community RelationsTitle IX - Discrimination

Scottsbluff Public Schools, in response to federal and state regulations for Title IX of the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education, hereby adopts and re-affirms the following policy:

1. The Board of Education affirms its intent to comply with provisions of Title IX regulation implementing the Education Amendments of 1972 - Prohibiting Sex Discrimination in Education.
2. The publication of this statement re-affirms the District's efforts to comply with the Title IX regulations to inform citizens of non-discriminatory practices in the dissemination process.
3. The Board of Education hereby affirms its intent to adopt and publish grievance procedures providing for prompt and equitable resolution of written complaints. Such guidelines shall be developed as part of the administrative procedures, and such forms as needed shall be developed and made available to the public.
4. The Board of Education will implement specific and continuing steps to notify the public of its intent for compliance with nondiscriminatory practices. Self-evaluation and a continual assessment of the educational program will be implemented through regular administrative procedures.
5. Pursuant to this intent the Board of Education, as of this date, appoints the **board Policy Review** Committee to address these issues, as needed.

Legal Reference: 20 U.S.C. §§ 1681-1688 (Title IX)

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsTitle IX – Procedure for Complaints of Sexual HarassmentComplaint Procedure - Generally1. Reporting Procedures

All employees are responsible for helping to prevent sexual harassment. Employees or students who believe they have been subjected to, or believe they have witnessed sexual harassment should follow these procedures:

- a. Directly inform the person engaging in the discrimination or harassment that such conduct is offensive and must stop.
- b. For employee reporters, contact your principal or supervisor, the principal or supervisor of the offending person, or the Title IX Coordinator if you do not wish to communicate directly with the person whose conduct is offensive or if direct communication with the offending person has been ineffective.
- c. Report the matter to the Title IX Coordinator if the offending conduct continues or has not been resolved to your satisfaction after you have reported the matter to a principal or supervisor.
- d. For student reporters, contact any teacher, counselor, or administrator, or the Title IX Coordinator.
- e. Report to the Title IX Coordinator if you are the adult to whom the student has made a report so that the matter can be properly resolved. The Title IX Coordinator is:

TITLE IX COORDINATOR CONTACT INFORMATION

Dr. Wendy Kemling
1722 1st Ave
Scottsbluff, NE, 69361
308-635-6200
wkemling@sbps.net

2. District Actions Upon Report of Sexual Harassment or Sexual Misconduct

Upon receipt of a report of sexual harassment, the Title IX Coordinator, or designee, including but not limited to a building principal or assistant principal, will conduct an initial inquiry. The first step of the inquiry will typically include a preliminary meeting between the individual whom the reporting party alleges has been subjected to sexual harassment or sexual misconduct and the Title IX Coordinator, or designee. The initial inquiry may also include a meeting between the Title IX Coordinator, or designee, and the individual whom the reporting party alleges has committed sexual harassment or sexual misconduct. The purpose of these meetings is to gain a basic understanding of the nature and circumstances of the report, it is not intended to be a full investigative interview. During the initial assessment, the reporting party may also receive information about resources, rights, procedural options, and supportive measures. The Title IX Coordinator, or designee, may inquire into whether the person who has is alleged to have been subject to sexual harassment or misconduct requests resources, no further action, supportive measures, and/or initiation of the “Formal Complaint” process.

The Title IX Coordinator will make a reasonable effort to respect the wishes of the person who experienced sexual harassment or sexual misconduct; however, if the reported incident constitutes an imminent or ongoing threat to school safety, based on the assessment of the Title IX Coordinator, then the Title IX Coordinator may file a Formal Complaint, on behalf of the District, with or without the consent or permission of the person who has experienced sexual harassment or sexual misconduct.

With or without a Formal Complaint, allegations of sexual harassment or discrimination shall be investigated and if substantiated, corrective or disciplinary action will be taken, up to and including dismissal from employment, if the offender is an employee, or suspension and/or expulsion, if the offender is a student. Retaliatory action will not be taken against any person for reporting discrimination or harassment. This policy does not limit or prohibit the District from instituting disciplinary measures pursuant to other Board Policy, rules, or other expectations if the District determines that a person violated district rules or expectations.

Formal Complaint Process

The following procedures apply only in the event that a Formal Complaint is filed. All other reports of sexual harassment shall be resolved using the general complaint procedure. Any timelines set forth in the following procedures may be extended by the Title IX Coordinator with notice to the parties.

1. Misconduct Which May Be Investigated Under a Formal Complaint. The Formal Complaint process is only available if the Formal Complaint alleges:
 - a. Conduct which occurs on district grounds or property owned or controlled by the District;
 - b. Conduct which occurs in the context of district employment or an education program or district-sponsored activity within the United States; and,
 - c. Conduct which occurs when the District has substantial control over both the Respondent and the context in which the sexual harassment or sexual misconduct occurs. The conduct must also fall within one of the following categories:
 - i. An employee of the District conditioning an aid, service, or benefit of the District on an individual's participation in unwelcome sexual contact;
 - ii. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the District's education program or activity;
 - iii. Sexual assault;
 - iv. Domestic violence;
 - v. Dating violence; or,
 - vi. Stalking.
2. Parties to a Formal Complaint. The only parties to a Formal Complaint are the Complainant, who is the person alleged to have been subject to misconduct, and the Respondent, the person who is alleged to have committed the misconduct.

3. Filing a Formal Complaint. A Formal Complaint may only be filed by a Complainant or the Title IX Coordinator. An employee or student Complainant may file a Formal Complaint in writing with the Title IX Coordinator in person or by mail, or by electronic mail. The Formal Complaint must be signed by the Complainant or by the Title IX Coordinator.
4. Immediate Actions Upon Receipt of Formal Complaint. Upon receipt of a Formal Complaint, the Title IX Coordinator will conduct an initial assessment of the allegations contained within the Formal Complaint to determine if the allegations in the Formal Complaint, if true, allege misconduct which may be investigated under the Formal Complaint process. If the allegations in the Formal Complaint do not allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator must dismiss the Formal Complaint and may proceed under other district policies or procedures. The Complainant will be provided notice in writing if the Formal Complaint is dismissed.

If the allegations in the Formal Complaint allege misconduct which may be investigated under the Formal Complaint process, the Title IX Coordinator shall provide the following to all known parties:

- a. The complaint procedure as outlined in this policy; and,
- b. Notice of the allegations of sexual harassment, known by the District at the time of filing the Notice, including:
 - i. The identities of the parties involved, if known;
 - ii. The conduct allegedly constituting sexual harassment; and,
 - iii. The date and location of the alleged incident.

The Title IX Coordinator shall then provide the Formal Complaint and the Notice of the Formal Complaint to the District's Title IX Investigator.

5. Investigation of Formal Complaint. Upon receipt of a Formal Complaint, the Investigator will promptly investigate the allegations contained within, even if an outside entity or law enforcement agency is investigating a complaint involving the same facts and allegations. The Investigator will not wait for the conclusion or outcome of a criminal investigation or proceeding to begin an investigation required by this complaint 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 Investigator will contact the Complainant, Respondent, and relevant witnesses to schedule interviews. All parties may bring up to two people to this meeting, the Support Person and/or the Advisor of Choice. The Advisor of Choice may or may not be an attorney. Neither the Support Person nor the Advisor of Choice can direct questions or comments to the Investigator, nor may the Support Person or Advisor of Choice advise a student or employee how to answer the Investigator's questions.

The Investigator will also aim to collect all tangible evidence relevant to the investigation.

The Investigator will complete the investigation within a reasonable time frame, as determined by the Title IX Coordinator. The factors to determine a reasonable time frame include, but are not limited to, the allegations of the Formal Complaint and the number of witnesses that may need to be interviewed. The time frame originally set by the Title IX Coordinator may be extended by the Title IX Coordinator, upon notice to the parties, as deemed necessary to complete the investigation. Periodic status updates will be given to the parties, when appropriate.

Neutrality. The Title IX Coordinator, Investigator, Decision-Maker, or any person designated by the District to facilitate this Formal Complaint process, shall not have any conflict of interest or bias for or against Complainants or Respondents generally or an individual Complainant or Respondent. The District shall ensure that Title IX Coordinator, Investigator, Decision-Maker, and any person who facilitates this Formal Complaint process shall receive training on the definition of sexual harassment, the scope of the District's education program or activity, how to conduct an investigation and complaint process including hearings, appeals, and informal resolution processes, as applicable, and how to serve impartially, including by avoiding prejudgment of the fact at issue, conflicts of interest, and bias.

Burden of Production. It shall be the Investigator's burden to gather evidence sufficient to reach a determination regarding the outcome of the Formal Complaint. To reach a determination, the 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. A consideration of various factors, including:
 - i. The nature of the conduct and whether the conduct was unwelcome;
 - ii. The surrounding circumstances, expectations, and relationships;
 - iii. The degree to which the conduct affected one or more students' education;
 - iv. The type, frequency, and duration of the conduct;
 - v. The identity of and relationship between the alleged harasser and the suspect or suspects of the harassment;
 - vi. The number of individuals involved;
 - vii. The age and sex, if applicable, of the alleged harasser and the alleged victim(s) of the harassment;
 - viii. The location of the incidents and the context in which they occurred;
 - ix. The totality of the circumstances; and,
 - x. Other relevant evidence.
- d. A review of the evidence using a "preponderance of the evidence" standard. To meet the "preponderance of the evidence" standard, the evidence must

show that the discrimination, harassment, or retaliation more likely occurred than did not occur.

Rights of the Parties. The Respondent is entitled to a presumption that the Respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the complaint process. The Investigator must provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence. The Investigator shall not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence.

The District retains the right to place any person on administrative leave during the pendency of the investigation. The District also retains the right to remove a Respondent from the District's educational program prior to the conclusion of the investigation. In the event of a removal, the Respondent shall have the opportunity to challenge the decision for removal by meeting with the Title IX Coordinator to discuss the removal.

Conclusion of Investigation. Prior to the conclusion of the investigation, the Investigator shall send each party the evidence that is subject to inspection and review in an electronic format or a hard copy. This information shall be known as the "Draft Investigative Report." The Draft Investigative Report shall include all evidence obtained as part of the investigation that is directly related to the allegations raised in the Formal Complaint, including the evidence upon which the Investigator does not intend to relay to the Decision-Maker. The parties shall then have 10 calendar days to submit a written response, which the Investigator will consider. Responses may not be submitted by the parties' Advisor of Choice or Support Person, unless such person is the parent or guardian of the Complainant or Respondent. Responses may include corrections to the Investigator's summary of the parties' interviews, suggestions for additional investigation, or additional information not known at the time of the interviews. Any new information provided by the parties during the response period will not result in an additional time period for response by the other party unless determined necessary by the Title IX Coordinator. The Investigator is not obliged to respond to any question or requests for information in the parties' responses. The Investigator will consider the information provided by the parties and will incorporate relevant information into the Final Investigative Report. The Final Investigative Report will fairly summarize the relevant evidence. The Investigator shall then submit the Final Investigation Report to the Decision-Maker. The parties shall each receive a copy of the Final Investigative Report at the same time as the Decision-Maker.

6. Actions Taken by Decision-Maker Upon Receipt of Final Investigative Report. Upon receipt of the Final Investigative Report, the Decision-Maker shall provide 10 days for each party to submit written, relevant questions that a party wants asked of any party or witness. Questions shall be submitted to the Title IX Coordinator who shall determine whether questions are relevant. The Title IX Coordinator shall contact parties or witnesses to request answers to the parties' relevant questions. The Title IX Coordinator will provide each party, and the Decision-Maker with the answers provided by the

opposing party or witness and allow for additional, limited follow-up questions from each party.

7. Notice of Determination. Once the Decision-Maker has received the answers to relevant questions submitted by the parties, the Decision-Maker shall consider the answers and the Decision-Maker shall issue a written determination regarding responsibility by a preponderance of the evidence within a reasonable time frame, as determined by the Title IX Coordinator. The Decision-Maker shall consider all relevant evidence, including inculpatory and exculpatory evidence, and will not consider the credibility of the evidence to be based on a person's status, such as the Complainant, Respondent, or witness. The Decision-Maker shall provide the written determination to both parties simultaneously. The written determination shall include:
 - a. Identification of the allegations potentially constituting sexual harassment;
 - b. A description of the procedural steps taken from the receipt of the Formal Complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather evidence;
 - c. Findings of fact supporting the determination;
 - d. Conclusions regarding the application of each recipient's code of conduct to the facts;
 - e. A statement of, and rationale for, the results as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the recipient imposes on the Respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the recipient to the Complainant; and,
 - f. The recipient's procedures and permissible bases for the Complainant and Respondent to appeal.

The Family Educational Rights and Privacy Act (FERPA) permits the District to disclose relevant information to a student who was discriminated against or harassed.

8. Sanctions. At the conclusion of the investigation, the Decision-Maker may institute disciplinary measures against the Respondent if the Decision-Maker determines that the Respondent engaged in sexual abuse or harassment. Disciplinary measures may include, but are not limited to, in-school suspension, out-of-school suspension, expulsion, and, in the case of an employee disciplinary action, up to and including immediate termination from employment.

The Title IX Coordinator is responsible for coordinating the implementation of supportive measures for the victim(s).

Appeals

If either party is not satisfied with the outcome of the investigation and the decision of the Decision-Maker, they may appeal on the following bases:

1. Procedural irregularity that affected the outcome of the matter;
2. New evidence that was not reasonably available at the time the determination regarding

- responsibility or dismissal was made, that could affect the outcome of the matter; and,
3. The Title IX Coordinator, Investigator, or Decision-Maker had a conflict of interest or bias for or against the Complainant or Respondent generally or the individual Complainant or Respondent that affected the outcome of the matter.

The request for an appeal shall be in writing and submitted on the appropriate document. The appeal document shall be submitted to the Superintendent. Upon notice of an appeal by either party, the Superintendent of Schools shall notify the other party in writing when the appeal is filed and of the appeal procedures, which apply equally to both parties. The Superintendent shall give both parties a reasonable and equal opportunity to submit a written statement in support of, or challenging the outcome.

The Superintendent shall review the investigative report, Decision-Maker's determination, and written statements of the parties and then issue a written decision describing the result of the appeal and the rationale for the result. The Superintendent shall provide the written decision simultaneously to both parties.

Informal Resolution

If a Formal Complaint is filed, the District may offer the Complainant and Respondent the opportunity to participate in an informal resolution process. The informal resolution process may take place at any time prior to reaching a determination regarding responsibility. The informal resolution process shall only take place upon:

1. Written notice to both parties disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a Formal Complaint arising from the same allegations, provided, however, that at any time prior to agreeing to a resolution, any party has the right to withdraw from the resolution process and resume the complaint process with respect to the Formal Complaint, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared;
2. The parties' voluntary, written consent to the informal resolution process; and,
3. That the allegations of the Formal Complaint do not involve any allegations that an employee sexually harassed a student.

Record Keeping

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 for a period of seven years.

Legal Reference: 20 U.S.C. §§ 1681-1688 (Title IX)

Date of Adoption: August 9, 2021

Date of Revision: June 13, 2022

Date of Review: December 11, 2023

Community RelationsADA and Section 504 Grievance Procedure

The following grievance procedure shall be used for resolution of complaints of alleged violations of the Americans with Disabilities Act of 1990 (ADA) or Section 504 of the Rehabilitation Act of 1973:

1. Complaints shall be filed with the ADA and Section 504 Coordinator. Complaints shall be made in writing, unless the Complainant's disability prevents such, in which event the Complaint can be made verbally.
2. Complaints shall set forth:
 - a. The name of the Complainant;
 - b. The address and telephone number or other such information sufficient to enable the Coordinator to contact the Complainant;
 - c. A brief description of the alleged violation; and,
 - d. The relief requested by the Complainant.
3. Complaints shall be investigated by the Coordinator or the Coordinator's designee. Investigations shall be thorough, but informal, and the Complainant shall be given a full opportunity to submit evidence relevant to the complaint.
4. The Coordinator shall make a decision on the Complaint within 30 days of the filing of the Complaint, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances. The decision shall be made in writing, shall set forth the Coordinator's proposed resolution of the Complaint, and shall be forwarded to the Complainant.
5. The Complainant shall have 10 days from the date the Coordinator's decision is sent to the Complainant to accept or reject the Coordinator's proposed resolution. The Complainant shall be deemed to have accepted the proposed resolution unless the Complainant rejects the proposed resolution within such time period.
6. In the event the Complainant rejects the proposed resolution, the Complainant shall be given the opportunity to file a request for reconsideration within 10 days from the date the Coordinator's decision is sent to the Complainant. The request for reconsideration shall be filed with the Coordinator. Upon receipt of the request for reconsideration, the Coordinator shall promptly forward the request for reconsideration and all evidence received by the Coordinator in connection with the Complaint to a third person for review (either an administrator or other employee of the District, or members of the Board of Education or Committee of the Board).
7. A decision on the request for reconsideration shall be made within 10 days after the request for reconsideration was filed unless the Board or Committee of the Board is the

reviewer, in which event the decision shall be made within 30 days of the filing of the request for reconsideration, unless such time period is extended by agreement with the Complainant or a longer period is reasonably necessitated by the circumstances.

Legal Reference: 42 U.S.C. §§ 12101 et seq. (ADA)
Section 504 of the Rehabilitation Act of 1973 (Section 504)

Date of Adoption: August 9, 2021
Date of Review: December 11, 2023

Community RelationsDesignation of Coordinator

Scottsbluff Public Schools does not discriminate on the basis of disability in the admission or access to, or treatment or employment in, its programs or activities.

The Superintendent shall either coordinate or designate one or more persons to coordinate Scottsbluff Public School's compliance with the requirements of the Americans with Disabilities Act of 1990 and Section 504 of the Rehabilitation Act of 1973, as amended (ADA and Section 504).

The Coordinator shall take such actions as required to maintain compliance with such laws; to provide information concerning such laws and their applicability to the services, programs, or activities of the District, and to resolve any complaints or grievances related to alleged non-compliance by the District with such laws.

In the event an employee has a disability and is in need of a reasonable accommodation to perform the employee's duties or to otherwise receive benefits and privileges of employment equal to those enjoyed by similarly-situated employees without a disability, the employee is to inform their supervisor and request a meeting with the ADA Coordinator to discuss the provision of reasonable accommodations.

In the event a student has a disability and needs or is believed to need special education or related services, the 504 Coordinator shall initiate the 504 evaluation and accommodation process.

~~The Board of Education has adopted a plan regarding the accessibility requirements of persons with disabilities who use school facilities as required by the ADA and Section 504. Members of the public may review the accessibility plan by contacting the Superintendent at the school's administrative offices.~~ Comments or complaints regarding the accessibility of district facilities shall be made to the Superintendent for resolution.

Legal Reference: 29 U.S.C. §§ 794
42 U.S.C. §§ 12101 et seq.

Date of Adoption: August 9, 2021
Date of Review: December 11, 2023

Community Relations

Service Animals

Individuals with a disability shall be permitted to use a service animal on school premises as and to the extent provided by law.

Definition of Service Animal

A service animal is a dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability. Other species of animals are not service animals for the purposes of this definition, though miniature horses are in certain circumstances entitled to similar treatment.

The work or tasks performed by a service animal must be directly related to the handler's disability. Examples of work or tasks that a service dog may perform to meet this definition include:

1. Navigation. Assisting individuals who are blind or have low vision with navigation and other tasks;
2. Alerting. Alerting individuals who are deaf or hard of hearing to the presence of people or sounds;
3. Protection. Providing non-violent protection or rescue work;
4. Pulling. Pulling a wheelchair;
5. Seizure. Assisting an individual during a seizure;
6. Allergens. Alerting individuals to the presence of allergens;
7. Retrieving. Retrieving items such as medicine or the telephone;
8. Physical Support. Providing physical support and assistance with balance and stability to individuals with mobility disabilities; ~~and~~ or,
9. Interrupting Behaviors. Helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

Work or tasks that are excluded from meeting the definition are:

1. Guard Dogs. The crime deterrent effects of an animal's presence; and,
2. Companion Dogs. The provision of emotional support, well-being, comfort, or companionship.

Permit Presence of Service Animals

An individual with a disability shall be permitted to be accompanied by his or her service animal in all areas where members of the public, participants in services, programs or activities, or invitees, as relevant, are allowed to go. A bona fide trainer of a service animal also has the right to be accompanied by such animal in training. The individual may not be required to pay an extra fee for the service animal to attend events for which a fee is charged.

Service animals may be excluded from school premises if:

1. The service animal is out of control and the service animal's handler does not take effective action to control it;
2. The service animal is not housebroken; or,

3. The presence of the service animal poses a direct threat to the health or safety of others. To determine whether a “direct threat” exists, an “individualized assessment” is to be made to ascertain: the nature, duration, and severity of the risk; the probability that the potential injury will actually occur; and whether reasonable modifications of policies, practices, or procedures or the provision of auxiliary aids or services will mitigate the risk.

Control of the Service Animal

The service animal must be under the control of its handler. In most cases, the dog must have a harness, leash, or other tether. The service animal does not need to be on a leash ~~however~~, if the handler is unable because of a disability to use a leash. A leash is also not required if it would interfere with the service animal’s safe, effective performance of work or tasks. If either of the leash exceptions applies the service animal must be under the handler’s control via voice control, signals, or other effective means.

Responsibility for Care or Supervision

The ~~school~~ District is not responsible for the care or supervision of the service animal. The individual with the service animal shall be liable for any damage done to the premises or facilities or to any person by such animal.

Inquiries

When addressing a service animal matter, staff shall not ask about the nature or extent of the person’s disability.

Staff may not ask questions about the dog’s qualifications as a service animal when it is readily apparent that the dog is trained to do work or perform tasks for an individual with a disability. Examples include where the dog is observed guiding an individual who is blind or has low vision, pulling a person’s wheelchair, or providing assistance with stability or balance to an individual with an observable mobility disability.

Where it is not readily apparent that the dog qualifies as a service animal, staff may ask if the dog’s presence is required because of a disability and what work or task the dog has been trained to perform. Staff may not require documentation, such as proof that the dog has been certified, trained, or licensed as a service animal, ~~however~~, **staff may ask for proof of vaccination.**

Legal Reference: 42 U.S.C. §§ 12101 et seq.
 28 CFR § 28.104
 28 CFR § 35.136
 29 U.S.C. §§ 794
 Neb. Rev. Stat. §§ 20-126.01 through 20-127

Date of Adoption: August 9, 2021
Date of Revision: **December 11, 2023**

Community Relations

Fundraising Activities

Fundraising is the selling of a product, providing a service or activity, or requesting donations of any kind. School fundraising directly funds school programs and student organizations.

General Guidelines

The School Board of Scottsbluff Public Schools recognizes a desire and a need for ongoing fundraising support. The Board also recognizes a need for restraint to prevent fundraising activities from becoming too numerous and overly demanding on employees, students, and the general public.

All fundraising for student organizations and charitable giving campaigns must have prior building principal and **Executive Director of Finance** approval. **School** District employees who supervise official school programs or extracurricular activities are directed not to organize, conduct, or involve students in fundraising activities unless the fundraising activity has been approved by the building administration.

Student Organization Fundraising

Student organizations are groups that are sponsored by the District and approved by the School Board. They are designed to provide opportunities for students to participate, on an individual or group basis, in school and public events for the improvement of skills. Student organizations are directed or supervised by **school** district staff.

1. Approval Criteria. Student organization fundraising activities are to be considered for approval based on the following criteria:
 - a. The project will be fun and safe for students;
 - b. Students will not be exploited for sectarian, political, or commercial purposes;
 - c. The project will accomplish the goals for the fundraiser without undue risk of financial loss;
 - d. The project will be consistent with the mission and goals of the **school** District and the student organization;
 - e. The number of fundraisers run by the particular student organization and within the school and the District within the last 12 months; and,
 - f. The project, including lotteries and raffles, meets all legal requirements.
2. Food Sales. The sale of foods as a fundraiser is subject to the School Wellness Policy.
3. Safety Considerations. The District does not sponsor activities involving driving vehicles unless a school employee or sponsor or a responsible adult is driving. Projects that involve door-to-door sales will not be approved.
4. Contracts. Teachers, coaches, and sponsors are not authorized to sign contracts for the procurement of items to be sold or used in student organization fundraisers. Any contract that obligates school funds shall be submitted to the building principal **or Activities Director (where applicable)** for approval and execution.
5. Purchases. All purchases related to student organization fundraisers are to be made in the **school** District name. Deliveries of fundraising items for sale shall be made to the school building, not to staff or student personal addresses. Items shall be kept in a

- secure place to avoid theft. Items which are overpriced or of an embarrassing or controversial nature to the school will be rejected. Items which are in direct competition with local businesses shall be avoided where practicable.
6. Money-Handling. All funds collected must be given by the fundraiser sponsor intact (e.g., cash and checks must be deposited in the same cash/check mix in which they were received) to the building principal or designee to be secured for deposit into the ~~school~~ District depository account no later than the next school day following receipt. Funds may not be deposited into personal accounts and may not be taken home.
 7. Inventory. The fundraiser sponsor shall maintain an inventory of items related to the project. Upon completion of the project, unsold items may not be given away. The items shall be returned to the vendor for credit, sold at reduced prices in a clearance sale, or kept for sale in a future student organization fundraising event.
 8. Disbursement of Fundraising Proceeds. Fundraising proceeds shall be disbursed to and used in a timely manner by the student organization for the purposes for which the project was initiated.
 9. Records. The fundraiser sponsor shall submit all records related to the fundraising project at the conclusion of the project. The records to be maintained and submitted include fundraiser approval, purchase order or procurement card receipt, invoices and packing slips, student checkout sheets, deposit receipts, inventory of merchandise and list of unsold merchandise, receipt for return of merchandise, and records of credit or receipt for returned merchandise.
 10. Student Conduct. All students who participate in approved fundraising activities are expected to represent the school, the student organization, and the community in a positive manner. All rules pertaining to student conduct and student discipline extend to student fundraising activities.

If a donation of cash or equipment is offered to a staff member for a school organization or the ~~school~~ District, the coach or sponsor shall refer the intended donor to the building administration. If the donor insists on giving the cash or equipment immediately, the staff member shall turn the donation over to the building principal immediately upon receipt.

Coaches or sponsors who also coach, manage, or otherwise participate in club teams or similar non-school organizations must clearly separate any student organization fundraising from fundraising activities for their club team. Such individuals who receive donation offers must request that the donor be very clear as to whether the donation is intended for the student organization or the club team.

Fundraising by Outside Organizations

Outside organizations are non-school-funded groups such as parent-teacher organizations, sports booster groups, and commercial enterprises that provide supplementary services to existing school entities. Outside organizations are separate and apart from the ~~school~~ District. Decisions on fundraising activities and the expenditure of fundraising proceeds should involve consultation with the school administration.

Independent sales consultants may not use schools as a source of sales, even if the consultant intends to donate a portion of the funds raised to the school. An independent sales consultant

includes individuals who operate as a franchisee for businesses that sell products such as food storage containers, cosmetics, etc.

Charitable Giving Campaigns

A charitable giving campaign is fundraising conducted for the purpose of providing money for a charitable cause not directly related to any district goal. Purposes for which such a campaign may be permitted include fundraising for student scholarships or student exchange programs, to assist families within the District who have experienced a catastrophe, or to fund community projects.

Any fundraising activity conducted by any such organization using Scottsbluff Public Schools' facilities or using the District's name in solicitation of donations must have prior approval of the building principal and Executive Director of Finance. If the request is approved, the organization shall include a statement that the Scottsbluff Public Schools is not endorsing the organization or campaign and has no affiliation with the event.

District funds cannot be used to off-set, front-fund, or pre-pay expenses for any charitable giving campaign.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsGifts to the School District

The Board of Education welcomes monetary and material contributions or other types of citizen contributions to the general school program. All donations become the property of the ~~School~~ District and will be used in the interest of all of the children of the ~~School~~ District.

The Scottsbluff ~~Public Schools, Inc. Education Foundation~~ is recognized as an appropriate tax-exempt charitable organization for receipt and management of such gifts.

Gifts to School Employees

Singular gifts to employees from parents or students, ~~with a monetary value in excess of should not exceed \$30-\$200, should be refused and the gift returned to the donor. are to be referred to the Scottsbluff Education Foundation for disbursement.~~

Students and patrons shall not in any way be encouraged to give personal gifts to school personnel. If gifts are offered, school personnel should minimize such acts and not give publicity or public recognition to such gifts or publicly praise the donor.

Gifts by School Employees

~~Gifts to students by their teachers or other employees who serve the student as part of their employment are not to be made. Exceptions are allowed for a homebound or seriously ill child, and in other cases where administrative approval has been given.~~

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community Relations

School and Community Organizations

The Board of Education regards school and community organizations as a valuable dimension of the educational environment and encourages all employees and employee groups to support their existence and programs.

Date of Adoption: August 9, 2021
Date of Review: December 11, 2023

Community RelationsParent Organizations

The Board of Education encourages the establishment of parent organizations in the schools. Such organizations are vital factors in establishing and maintaining positive home-community-school relationships and their value is recognized by the Board. Parent organizations should coordinate their efforts through the school's administrative offices prior to planning events or activities.

The Board of Education supports the concept of using parents and others as volunteers in the school, not to replace professional staff, but to enrich the educational opportunities for the students. Volunteers may be subject to screening for appropriate qualifications and background to perform assigned tasks.

Date of Adoption: August 9, 2021

Date of Review: December 11, 2023

Community RelationsCitizens' Advisory Committees

~~From time to time the Board of Education will exercise its judgment in appointing citizens' committees to perform specific duties or give general advice concerning school issues and activities. In addition, some committees will be appointed as adjuncts to educational programs in order to comply with the regulations set forth by accrediting agencies or other government bodies.~~

- ~~1. All of the above referenced committees serve at the pleasure of the Board, and they shall not assume duties or authority on any matters other than those explicitly defined by the board.~~
- ~~2. Prior to establishing a committee the Board of Education will discuss the need for establishing the committee with the Superintendent. Recommendations for membership to the committee will be accepted from the Board, the administration, and former committee members, but all committee membership lists will be formally approved by the board at an official meeting of the Board of Education.~~
- ~~3. All committees, unless otherwise specified at the time they were formed, will be dissolved and cease to function at the close of each school year.~~
- ~~4. All committees will elect at least a chairperson and a recording secretary. These individuals shall be responsible for making timely progress reports to the Board of Education on the committee's activities.~~
- ~~5. The logistics of meeting times and agendas shall be coordinated through the office of the Superintendent or another administrative unit so designated at the time the committees are formed.~~
- ~~6. All board members will be entitled to attend meetings of each citizens' committee and to information as to the status of the citizens' committee progress. Individual board members may be designated as liaisons between the board of education and the committees. Unless the citizens' committee is established with the declared intent of being subject to the public meetings requirements, the citizens' committees shall not hold hearings, make policy or take formal action on behalf of the Board, shall make their report or recommendations to the Superintendent (who shall make such report to the Board as determined appropriate) and not to the Board, and board members shall not be members of such committees.~~

~~Date of Adoption: August 9, 2021~~

Community RelationsUtilizing Community Resources

School principals and their respective staffs are urged to identify and utilize the special talents and resources of individual citizens and community organizations to provide appropriate enrichment experiences for students. School personnel utilizing any individual or group resources shall clear this activity through their respective building principals.

Date of Adoption: August 9, 2021

Date of Review: December 11, 2023

Community RelationsStaff Participation in Community Affairs

All employees are encouraged to participate in community organizations and activities. The School Board feels that school-community relations are enhanced when school personnel interact with other people within the community. This interaction serves to informally transmit school information to patrons of the community and to gather public opinion on the school's effectiveness and its activities.

Date of Adoption: August 9, 2021
Date of Review: December 11, 2023

Community RelationsSchool Personnel and the Public

While it is the Superintendent's responsibility for district-wide public relations, it is the Board's belief that all school employees are obligated to promote a positive image of the ~~School~~ District, its programs, and students. To that end, all employees are encouraged to use tact, patience, and courtesy in their relationships with students, parents, and district patrons and to serve as good role models in their personal conduct.

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community Relations

Student Production of Goods and Services

Students may produce services and materials for community organizations or groups only to the extent that such production furthers such students' educational development. Such activity is to be authorized by the building principal and supervised by assigned staff.

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Community RelationsPublic Performances by Students

Participation in community celebrations, patriotic observations, or other special events by bands, choral groups, athletic teams, or other student groups is recommended by the Board of Education as a means for establishment of better public relations between the ~~School~~ District and the community. The use of school groups to promote partisan politics, sectarian religious views, non-school money raising activities, or selfish propaganda of any description is not approved.

~~School principals are urged to cooperate with any group or groups having promotion of the welfare of the youth of the community as their purpose, provided that youth of every race, religion, nationality, and social strata benefit equally.~~

~~All public performances by students shall be approved by the Superintendent or designee.~~

Date of Adoption: August 9, 2021

Date of Revision: December 11, 2023

Community RelationsEmergency Closure of School Buildings

If the Superintendent or the **Superintendent's** designee determines that a building or buildings should be closed due to health or safety concerns, then he or she is authorized to close a school building or buildings until it is determined that such building or buildings should be reopened.

In determining whether a building or buildings should be closed, the Superintendent or **the Superintendent's** designee is encouraged to receive input from law enforcement, health officials, and other experts.

If the Superintendent or **the Superintendent's** designee makes the decision to close a school building or buildings, then he or she shall communicate such decision to students, parents, staff, **and** community members through district-sponsored and area media outlets as soon as practical.

If a school building is closed, then no person shall be allowed to enter such building unless the Superintendent permits such person to enter such building.

Date of Adoption: August 9, 2021

Date of Revision: **December 11, 2023**

Community RelationsEmergency Exclusion of Persons from School

If the Superintendent or **the Superintendent's** designee determines that a person may pose a health or safety risk to others, the Superintendent may exclude such person from school property. If such person is a student, then the Superintendent or **the Superintendent's** designee may refer to the emergency exclusion provisions of Policy 5101. If such person is a staff member, then the Superintendent or **the Superintendent's** designee may place said staff member on paid or unpaid leave. If such person is not a student or staff member, then the Superintendent or **the Superintendent's** designee shall inform such person as soon as possible that they are not permitted on school property until further notice from the Superintendent or **the Superintendent's** designee.

The Superintendent may consult with law enforcement, health officials, or other experts in determining whether such exclusion should occur.

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

Safe Sport Authorization Act

Any one-on-one interactions between student athletes and any school employee, including but not limited to coaches, staff, and volunteers, which has regular contact with student athletes, and which take place at a facility partially or fully owned by the District, shall occur only at an observable distance to another adult, except in exceptions outlined in this policy or under emergency circumstances.

For purposes of this policy the terms:

1. “One-on-one interaction” shall mean any conversation, training, lesson, or any other interaction where a student athlete is in the physical presence of only one other adult who is a school employee or volunteer that has regular contact with the student athlete and who is not the minor athlete’s parent or guardian.
2. “Regular contact” shall mean the school employee or volunteer oversees a student athletic team which the student athlete participates.
3. “Observable distance” shall mean either that the one-on-one interaction occurs within the eyesight of another adult, or that the one-on-one interaction occurs in a room with a door that is unlocked, opened, and where if applicable, windows, blinds, or curtains remain open, or in an open practice field or facility, and where another school employee knows that the one-on-one interaction is occurring and the approximate planned duration of the interaction.
4. “Emergency circumstances” shall mean any circumstance in which the student athlete is in need of immediate assistance either due to a health issue or risk or threat of physical harm from another individual.

Exceptions:

1. Parental permission for individual meetings or training sessions:
If a parent or guardian provides the activities director with informed consent of specific individuals with whom the student athlete may have one-on-one interactions for the purposes of individual training or meetings concerning athletic performance, academics, or college, such school employee may have one-on-one interactions with the student athlete unless or until the parent or guardian informs the school that the parent or guardian no longer consents. All staff must still follow the District’s ~~profession~~ **professional** boundaries rules for any interactions with students outside the educational setting. Written informed consent shall only be valid for a period of 12 months, or until graduation, whichever comes first.
2. Meetings with **non-school district-employed** mental health care professionals and health care providers:
If a **non-school district-employed** mental health care professional and/or health care provider meets with athletes at a facility partially or fully owned by the District, a closed-door meeting may be permitted to protect patient privacy provided that:
 - a. The door remains unlocked;
 - b. Another adult is present at the facility;

- c. The other adult is advised that a closed-door meeting is occurring; and,
- d. Written legal guardian consent is obtained in advance by the mental health care professional and/or health care provider, with a copy provided to the school.

Legal Reference: Safe Sport Authorization Act of 2017
36 U.S. Code 220530

Date of Adoption: August 9, 2021
Date of Revision: December 11, 2023

**PROPERTY PURCHASE AND SALE AGREEMENT
(SWBC Center)**

This Purchase and Sale Agreement ("Agreement") is made and effective as of the date of execution of by the last signing party, by and between the Scotts Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools, a Nebraska public school district, ("Buyer") whose primary address is 1722 First Avenue, Scottsbluff, Nebraska 69361, and 2617 Property Interests, LLC, a Texas limited community college, ("Seller") whose primary address is 9311 San Pedro Avenue, Suite 600, San Antonio, Texas 78216.

WHEREAS, Seller owns property commonly known as the SWBC Center, with a physical address of 2617 College Park, Scottsbluff, Nebraska, and legally described as Block 2A, Sykes Addition, a replat of Blocks 2 and 3 Sykes Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, recorded on March 29, 2006 as Instrument Number 2006-1796; and

WHEREAS, Seller has offered to sell, and Buyer has agreed to purchase, the Property, as defined below, on the terms, conditions and contingencies hereinafter set forth;

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties agree as follows:

1. **PROPERTY**. Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the approximately 12.36 acre parcel of commercially improved real property (as defined in Neb Rev. Stat. § 76-201) with a physical address of 2617 College Park, Scottsbluff, Nebraska, legally described as Block 2A, Sykes Addition, a replat of Blocks 2 and 3 Sykes Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, recorded on March 29, 2006 as Instrument Number 2006-1796, and more particularly shown on Exhibit A attached to this Agreement and made part of this Agreement, together with all buildings, structures, site utilities, parking lots and pavement, and other fixtures, facilities, installations and improvements of every kind and description now or hereafter located in, on, over and under the real property, all personal property to be transferred, all easements, rights-of-way, reservations, privileges, appurtenances and other rights and benefits thereunto belonging, all rights in and to any land lying in public or private streets, roads, avenues, alleys or pathways, open or proposed, on or abutting the land, any award hereafter made to or to be made in lieu thereof, and any award hereafter made for damage to the land or any part thereof by reason of a change of grade in any street, alley, road or avenue (hereinafter the "Property"). Personal Property included in this sale and purchase includes the items listed on Exhibit B attached to this Agreement and made part of this Agreement.

2. **PURCHASE PRICE**. The Purchase Price for the Property shall be One Million, Five Hundred Thousand Dollars (\$1,500,000.00). The Purchase Price shall be paid by Buyer in cash or certified funds to Seller at Closing.

a. **Earnest Money Deposit and Title Company**. Buyer shall, within three (3) business days after the parties' execution and delivery of this Agreement, deposit with Chicago Title, 15727 Anthem Parkway, Suite 210, San Antonio, Texas 78249, Phone: (210) 483-3701, Attention: Robert Jordan, Email: Robert.Jordan@CTT.com (the "Title Company"), a sum of \$150,000.00 (the "Earnest Money Deposit"). At Closing (as defined below), the Earnest Money Deposit will be credited against the Purchase Price.

**PROPERTY PURCHASE AND SALE AGREEMENT
(SWBC Center)**

b. Independent Consideration. Seller shall be entitled to receive, and the Title Company (as hereinafter defined) shall pay to Seller the sum of \$100.00 in cash (the “Independent Contract Consideration”) from the Earnest Money Deposit, which amount has been bargained for and agreed to as consideration for Buyer’s exclusive option to purchase the Property and for Seller’s execution and delivery of this Agreement. The Independent Contract Consideration is in addition and independent of all other consideration provided in this Contract and is non-refundable in all events except in the event of Seller’s default hereunder. At Closing, the Independent Contract Consideration will be applied to the Purchase Price.

3. DUE DILIGENCE AND CLOSING CONTINGENCIES. This Agreement and Closing hereunder shall be and hereby is made expressly contingent upon the satisfactory completion of Due Diligence and Closing Contingencies (sometimes collectively or individually referred to as the “Due Diligence and Closing Contingencies”) by November 10, 2023, which date may be shortened or extended by mutual agreement of the parties; provided that any delays caused by Seller in Buyer receiving access or information under Paragraphs 6 and/or 8 herein shall automatically extend the date above. The parties agree that the following are the Due Diligence and Closing Contingencies:

a. Document Review. Seller shall deliver to Buyer, to the extent in Seller’s possession or reasonable control, copies of the following documentation listed, within five (5) business days of the Effective Date of this Agreement: (a) any and all currently existing contracts, maintenance or other similar agreements affecting the Property, if any; (b) all current leases for space in the Property, if any; (c) any rights of first refusal for the Property, if any; and (d) all covenants, conditions, restrictions and other easement and/or encumbrance documents for the Property.

NOTWITHSTANDING ANY PROVISION OF THIS AGREEMENT TO THE CONTRARY, THE FOREGOING IS NOT INTENDED TO, AND DOES NOT, CREATE AN OBLIGATION ON THE PART OF SELLER TO CAUSE ANY SUCH TESTS, INSPECTIONS, REPORTS OR STUDIES TO BE UNDERTAKEN OR PREPARED, BUT ONLY CREATES AN OBLIGATION ON THE PART OF THE SELLER TO DELIVER TO PURCHASER COPIES OF THE DOCUMENTS EXPRESSLY LISTED ABOVE ONLY IF SELLER IN FACT HAS SUCH DOCUMENTS IN ITS POSSESSION.

PURCHASER HEREBY ACKNOWLEDGES THAT SELLER HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY REGARDING THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY INFORMATION OR THE SOURCES THEREOF. SELLER HAS NOT UNDERTAKEN ANY INDEPENDENT INVESTIGATION AS TO THE TRUTH, ACCURACY OR COMPLETENESS OF THE PROPERTY INFORMATION AND IS PROVIDING THE PROPERTY INFORMATION SOLELY AS AN ACCOMMODATION TO PURCHASER. PURCHASER AGREES THAT PURCHASER WILL VERIFY FOR ITSELF THE TRUTH, ACCURACY OR COMPLETENESS OF THE SUBMISSION DOCUMENTS.

**PROPERTY PURCHASE AND SALE AGREEMENT
(SWBC Center)**

- b. Testing. Buyer approving the Tests as described in Paragraph 6 below.
- c. Title Insurance. Buyer approving the Title Insurance Commitment as described in Paragraph 8 below; and
- d. Buyer's Board of Education Approval. Buyer's Board of Education approving this Agreement. Buyer may notify Seller at any time during the Due Diligence Period or mutual written extensions thereof that Buyer has determined that the Property is not conducive or suitable for Buyer's intended uses. In the event Buyer notifies Seller of the above within the Due Diligence Period or mutual written extensions thereof, this Agreement shall be null and void and the parties shall have no further obligations under this Agreement.

4. FAILURE OF DUE DILIGENCE AND CLOSING CONTINGENCIES. Seller and Buyer agree to make a good faith effort to satisfy the Due Diligence and Closing Contingencies stated above before the expiration of the Due Diligence Period. In the event any one of the Due Diligence and Closing Contingencies described above have not been met by the expiration of the Due Diligence Period, then Seller or Buyer, as the case may be, shall deliver written notice to the other party prior to the expiration of the Due Diligence Period, or written extensions thereof, stating that one or more Due Diligence and Closing Contingencies have not been met. Unless Buyer or Seller, as the case may be, delivers written notice to the other party within ten (10) days after receipt of Seller's or Buyer's notice described herein, stating that Seller or Buyer waives said contingencies and is willing to close this transaction, this Agreement shall be null and void and both parties shall have no further obligation or liability under this Agreement.

5. DEDICATIONS AND EASEMENTS. After the date of this Agreement, but prior to the Closing, Seller shall not reserve, dedicate, gift, transfer, mortgage or convey any interest in the Property without written consent from Buyer.

6. TESTS: WETLANDS, FLOODPLAIN, ENVIRONMENTAL AUDIT, ETC. Buyer, within the Due Diligence Period or mutual written extensions thereof, at Buyer's own expense, may undertake a professional wetlands delineation, professional floodplain analysis, soil tests, geotechnical investigation, phase 1 environmental audit, physical or structural tests or assessments of any buildings, structures, improvements, and any building component/systems (including but not limited to roof, foundation, windows, doors, HVAC, plumbing, and electrical) and any other testing it wishes to perform (individually and collectively "Tests") on the Property. Seller shall, upon the execution of this Agreement, promptly furnish to the Buyer any and all documents or reports which Seller has in its possession which covers all or any portion of the Property with regard to any previous environmental audit or other such Test investigations Seller has made on the Property. Seller shall allow Buyer and Buyer's representatives and agents' reasonable access onto the Property to conduct such Tests. If Buyer determines in its sole discretion based on the Tests that the Property is not conducive or suitable for Buyer's intended use or that the Property contains hazardous materials or other defects, Buyer shall give written notice to Seller. In the event Buyer notifies Seller of the above prior to the expiration of the Due Diligence period stated herein or mutual written extensions thereof, Buyer shall have the option to

**PROPERTY PURCHASE AND SALE AGREEMENT
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declare this Agreement null and void and if this option is exercised, then the parties shall have no further obligations under this Agreement.

a. Buyer agrees that, in making any inspections of, or conducting any testing of, on or under, the Property, Buyer shall carry (and shall require any third party contactor or engineer to carry) not less than ONE MILLION DOLLARS (\$1,000,000.00) each occurrence and TWO MILLION DOLLARS (\$2,000,000) aggregate commercial general liability insurance insuring all activity and conduct of Buyer and Buyer's Representatives while exercising such right of access. Prior to Buyer's entry onto the Property, Buyer will provide Seller with a certificate of insurance evidencing the same, with Seller being reflected as an additional insured.

b. Buyer agrees that (a) the results of all inspections, tests, analyses, studies and similar reports relating to the Property prepared by or for Buyer (the "Property Reports") utilizing any information acquired in whole or in part through the exercise of Buyer's inspection rights; and (b) all information regarding the Property of whatsoever nature made available to Buyer by Seller or any representative of Seller (the "Seller's Deliveries", together with the Property Reports, the "Proprietary Information"), is strictly confidential, subject to legal and statutory requirements and obligations of Buyer, and shall not be disclosed to any other person except those professionals assisting Buyer with the transaction (including without limitation Buyer's attorneys, agents, employees, and consultants), or Buyer's lender, if any and as otherwise required by law. Notwithstanding the foregoing, Seller understands that Buyer is a governmental entity subject to public records laws in Nebraska, which shall control over any inconsistent terms herein. Upon Seller's request, Buyer agrees to return to Seller, or cause to be returned to Seller, all Seller's Deliveries. Notwithstanding any other term of this Agreement, the provisions of this Paragraph 6 shall survive the termination or expiration of this Agreement.

c. Buyer shall not cause, suffer or permit any liens to attach to the Property as a result of the acts, contracts or omissions of Buyer or any of Buyer's Representatives.

Buyer shall, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property which is caused by or results from any inspections or testing conducted by or on behalf of Buyer, or otherwise caused by Buyer or Buyer's Representatives, normal wear and tear and pre-existing conditions merely discovered by Buyer excepted. The provisions of this Paragraph 6 shall survive the expiration or earlier termination of this Agreement, provided, however, that if Buyer and Seller elect to close this transaction, the restoration obligation contained in this Paragraph 6 will terminate.

7. TITLE. At Closing, Seller will execute and deliver (a) a general warranty deed ("Deed") conveying marketable title and the entire fee simple interest to the Property to Buyer or Buyer's designee free and clear of all liens, encumbrances, restrictions, encroachments and special assessments levied or assessed other than permitted encumbrances, and (b) a bill of sale ("Bill of Sale") conveying marketable title to certain personal property in the Property to Buyer or Buyer's designee free and clear of all liens. Such Deed shall be in substantially the form attached hereto and incorporated herein by this reference as Exhibit "C", attached hereto and incorporated herein

**PROPERTY PURCHASE AND SALE AGREEMENT
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by this reference as though set forth in full. Such Bill of Sale shall be relatively in the form attached hereto and incorporated herein by this reference as Exhibit "D", attached hereto and incorporated herein by this reference as though set forth in full.

8. TITLE INSURANCE. Within ten (10) days after the Effective Date of this Agreement, or mutual written extension, Seller shall deliver to Buyer a copy of a title insurance commitment ("Commitment") from a title company mutually acceptable to both Seller and Buyer bearing an effective date subsequent to the date hereof in favor of Buyer for an owner's title insurance policy insuring marketability of the title to the Property, showing the entire fee simple interest in Seller, and in the amount of the Purchase Price underwritten by a title insurance company acceptable to Buyer. Within thirty (30) days after Buyer's receipt of the Commitment, Buyer may object to Seller's title. The copy of the Commitment shall be accompanied by a written statement of any objections to Seller's title to the Property as disclosed by the Commitment. Any matter not objected to by Buyer prior to Closing or mutual written extensions thereof, shall be deemed approved exceptions to the title by Buyer. Within twenty (20) days after Buyer's notice to Seller of said objections, Seller shall deliver to Buyer a written statement of any objections which Seller could not, upon the exercise of due diligence in good faith, cure prior to or concurrent with Buyer's acquisition of the Property. If Seller gives notice to Buyer of any objections which cannot be cured, then Buyer shall have the option of: (i) waiving such objections, proceeding with this Agreement and receiving an appropriate credit towards or reduction of the Purchase Price on account thereof; or (ii) terminating this Agreement; and thereupon this Agreement shall be null and void, and neither Buyer nor Seller shall have any further obligations hereunder. In addition to the terms and conditions of this Agreement, land title law of Nebraska and the title standards approved by the Nebraska State Bar Association to the date of examination of title shall serve as a guide of marketability of title. Buyer and Seller shall each pay one half of the expense of a title insurance policy issued on the Property and any escrow or closing fees. Documentary stamp taxes shall be paid equally by Seller and Buyer. Each party is responsible for their own recording fees.

9. TAXES. Real estate and personal property taxes on the Property prior to the Closing Date shall be paid by Seller. Real estate taxes for the year of the Closing Date, if any, shall be prorated to the Closing Date and shall be prorated based upon the then most current property valuations and upon the most current tax rate as determined by law. All other assessments affecting the Property, if any, assessed prior to Closing, shall be prorated as of the Closing Date and any remaining obligations related thereto assumed by Buyer

10. SALES TAX EXEMPTION. To the extent applicable to any part of this transaction, Seller and Buyer agree to use their best efforts to utilize Buyer's sale tax exemption status as permitted under the law for any and all conditions that the sales tax exemption status is applicable.

11. CLOSING. "Closing" or the "Date of Closing" shall be within thirty (30) days after expiration of the Due Diligence Period, or a mutually agreed upon date prior thereto or any mutually agreed upon extensions thereof.

12. CLOSING COSTS. Seller shall be responsible for the following costs at Closing: (a) costs for preparation of the Deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-

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half (1/2) of the cost of a standard owner's title insurance policy; (d) Nebraska documentary stamp taxes, if any; and (e) Seller's attorneys' fees, if any. Buyer shall be responsible for the following costs at Closing: (a) costs for recording the Deed; (b) one-half (1/2) of the total for escrow fees, if any; (c) one-half (1/2) of the cost of a standard owner's title insurance policy; (d) cost to obtain any extended coverage in or any endorsements to the owner's title insurance policy; (e) costs of Tests, if any; (f) costs of ALTA survey; (g) recording fees for Buyer's local documents, if applicable, and (g) Buyer's attorneys' fees. Each party shall bear its own costs required to perform such party's obligations under this Agreement.

13. POSSESSION. Buyer shall be entitled to possession of the Property at Closing. Seller shall provide to Buyer all keys or key access cards Seller has for the building on the Property at Closing. Seller shall have caused all personal property owned by Seller in or at the Property to be retained by Seller to have been removed before the Date of Closing. All personal property identified on the Bill of Sale to be transferred to Buyer shall remain on the Property at Closing. Any personal property of Seller, other than identified on the Bill of Sale, remaining on the Property at Closing shall become the sole and exclusive property of Buyer. All ethernet and other computer networking cable wired into the building are considered a fixture and shall be part of and shall remain with the Property.

14. RISK OF LOSS. Risk of loss or damage to the Property shall rest with Seller until the time of delivery of possession at Closing.

15. REAL ESTATE COMMISSION AND FINDER'S FEE. Each party represents to the other that such party has not retained any broker to represent it in connection with this transaction except for Seller, who is represented by Kurt Liss of Jones Lang LaSalle Brokerage, Inc. Jones Lang LaSalle Brokerage, Inc., shall be paid a brokerage fee by Seller at closing. Each party agrees to indemnify the other against any and all claims for real estate commissions or brokerage fees arising out of any alleged agreement or action of such indemnifying party, other than as disclosed in this paragraph.

16. CONDITION OF PROPERTY. Notwithstanding anything to the contrary contained herein, Buyer's obligation to close shall at all times be conditioned upon the satisfaction of each of the following conditions (unless Buyer waives such conditions in its sole discretion):

a. Seller delivering fee simple title to the Property pursuant to a recordable general warranty deed (the "Deed") and free of all title exceptions except the Permitted Exceptions. The title to the Property to be conveyed by Seller to Buyer shall be insurable by the Title Company under its standard ALTA Owner's Policy of Title Insurance at standard rates, free and clear of all liens, encumbrances, and other exceptions to title, including preprinted exceptions and all survey exceptions, other than the preprinted exception for shortages in area and the Permitted Exceptions. Seller shall deliver to Buyer at Closing an affidavit acceptable to Buyer and the Title Company stating that Seller has sole and exclusive possession of the Property subject to the Permitted Exceptions and stating that either (i) there have been no improvements, additions, alterations, repairs or any changes of any kind whatsoever made to the Property during the one hundred twenty

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(120) days immediately preceding Closing, or (ii) if there have been any such improvements or repairs, that all lienors or potential lienors in connection with such improvements or repairs have been paid in full. Seller shall also supply to Buyer at Closing such other documentation reasonably required by Buyer and the Title Company, including but not limited to a non-foreign affidavit and evidence of authority to consummate the sale, all in form and substance acceptable to Buyer and the Title Company.

b. Seller shall, at Seller's expense, cause the Property to be free and clear of all known toxic materials or hazardous wastes, hazardous substances or hazardous materials, as those terms are used below in Paragraph 17.

c. Except as provided herein, Seller shall cause all leases and leasehold interest in the Property to be terminated by the Closing date and shall cause all tenants to vacate the Property by the Closing date. There will be one (1) tenant remaining at closing.

17. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents and warrants to Buyer now and on the date of Closing that:

a. Organization and Standing. Seller is now and on the Date of Closing will be a foreign limited liability company, validly and in good standing, qualified as such in the State of Nebraska.

b. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by Seller, and this Agreement will constitute a valid and binding agreement of Seller enforceable in accordance with its terms.

c. Litigation. No judgment is issued or outstanding against Property or Seller. No litigation, action, special assessment, charge, lien, suit, judgment, proceeding, or investigation is pending or outstanding before any forum, court or governmental body, department, or agency of any kind, or to the knowledge of Seller threatened, to which Seller or the Property is a party which might reasonably result in any material adverse change in the prospects, development or condition of Property. Seller does not know of any basis for such claim, litigation, action special assessment, charge, lien, suit judgment, proceeding, or investigation.

d. No Encumbrances. Seller will not further sell, encumber, convey, assign or contract to sell, convey, assign, pledge, encumber or lease all or any part of the Property, nor take or cause to be taken any action which adversely affects the use of the Property at any time between the effective date of this Agreement and (i) Closing, or (ii) the earlier termination of this Agreement pursuant to its terms. Seller additionally hereby represents and warrants that no rights-of-first refusal or similar agreements exist in connection with the Property which would in any way interfere with Buyer's ability to purchase the Property as provided herein, or which are in any way in contravention of the spirit and intent of this Agreement, nor do any exclusive use provisions, use restrictions or other

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restrictions affect the Property other than those that are properly recorded in the public records of the county in which the Property is located.

e. No Violations of Law. Seller has not received notice of any violations of law, municipal or county ordinances, or other regulatory legal requirements with respect to the Property, or with respect to the use, occupancy or construction thereon.

f. No Hazardous Substances. To Seller's knowledge (i) no landfill was deposited on, or taken from, the Property, (ii) no construction debris or other debris (including, without limitation, rocks, stumps, or concrete) was buried upon any of the Property, and (iii) no toxic wastes or hazardous materials, substances, or wastes were deposited on the Property. As used herein, toxic materials or hazardous wastes, hazardous substances or hazardous materials shall include asbestos and the group of organic compounds known as polychlorinated biphenyls, and any substances or materials that are regulated, controlled or prohibited under the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. § 690, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended by the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or any similar state law or local ordinance or any other environmental law, the Federal Water Pollution Control Act, 33 U.S.C. § 1251, the Clean Air Act, 42 U.S.C. § 7401, the Toxic Substances Control Act ("TCSA"), 15 U.S.C. § 2601, or any similar state law or local ordinance, or any other federal, state or local environmental statutes, regulations, ordinances or other environmental regulatory requirements.

g. Non-Foreign Status. Seller is not a "foreign person" as that term is defined in the Internal Revenue Code § 1445(F)(3), nor is the sale of the Property subject to any withholding requirements imposed by the Internal Revenue Code including, but not limited to, Section 1445 thereof.

18. BUYER'S REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller now and on the Date of Closing that:

a. Organization and Standing. Buyer is now and on the Date of Closing will be a governmental entity, validly and in good standing, qualified as such in the State of Nebraska.

b. Authorization. All necessary action to duly approve the execution, delivery and performance of this Agreement and the consummation of the transactions contemplated hereby will have been taken by Buyer, and this Agreement will constitute a valid and binding agreement of Buyer enforceable in accordance with its terms.

19. CONDITIONS PRECEDENT TO BUYER'S OBLIGATIONS. The obligation of Buyer to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

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a. Representations and Warranties. The representations and warranties of Seller contained in this Agreement shall be true and correct in all material respects at and as of the Date of Closing as though such representations and warranties were made at and as of such time; and

b. Performance. Seller shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

20. CONDITIONS PRECEDENT TO SELLER'S OBLIGATIONS. The obligation of Seller to consummate the transactions contemplated hereby is subject to the fulfillment prior to and at the Date of Closing of each of the following conditions:

a. Performance. Buyer shall have in all material respects performed and complied with all covenants, agreements and conditions required by this Agreement to be performed or complied with by it prior to and at the Date of Closing.

21. DEFAULT. In the event either party fails to comply with any of the material terms hereof, then the other party may declare a default and shall provide written notice to the defaulting party specifying the nature thereof and detailing the reasons for the default. The defaulting party shall have ten (10) days after receipt of such notice to cure the default, provided, however, in the case of a default that cannot in the exercise of reasonable diligence be cured within such ten (10) day period, the defaulting party shall have a reasonable time beyond such ten (10) day period to cure the same with the exercise of reasonable diligence not to exceed ninety (90) days after receipt of notice unless otherwise mutually agreed. If any of the events of default set forth in this Agreement shall occur and the defaulting party fails to cure the same within the express curative time period herein provided, the other party may seek any remedy at law or in equity without notice or demand, including specific performance. No delay or omission of any party in exercising any remedies or power accruing upon any event of default shall impair any remedies or power or shall be construed to be a waiver of any event of default or any acquiescence therein.

a. Failure to close. In the event that (i) Buyer or Seller do not terminate this Agreement as provided herein and (ii) the Closing does not occur on or prior to December 20, 2023, then Seller may terminate this Agreement and have no further obligations hereunder, and provided that such failure to close was not due to Seller's breach of its obligations hereunder and was due to a Buyer's breach of its obligations hereunder, Buyer shall forfeit the Earnest Money Deposit.

22. NON-FOREIGN STATUS. At the Date of Closing, Seller shall deliver to Buyer the Certification of Non-Foreign Status duly executed and containing such other information as may be required by Internal Revenue Code Section 1445 and the Regulations issued thereunder.

23. ASSIGNMENT. This Agreement may not be assigned by either party to another party without the other party's consent. Any such assignment shall not terminate the liability of

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the assignor to perform, unless a specific release in writing is given and signed by the other party to this Agreement.

24. TENANT AND ESTOPPEL CERTIFICATE. One (1) tenant shall remain at closing, that tenant being Pingora Loan Servicing, LLC. Prior to Closing, Seller shall obtain estoppel certificates, in either the form required under the Leases or in the form attached as Exhibit "E", from the tenant. At Closing, Seller shall (i) assign all right, title and interest in such lease as the landlord to Buyer, and (ii) cooperate with Buyer in notifying the tenant of the change in ownership. All prepaid tenant rent, prepaid CAM charges, and any other prepaid rental amounts owed and paid by tenant shall be prorated to the Closing Date. Any tenant security deposits shall be transferred to Buyer at Closing.

25. SEVERABILITY. If any non-economic mutual term or provision of this Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

26. FURTHER ASSURANCES. Each undersigned party will, except as otherwise provided herein, whenever it shall be necessary to do so by the other, promptly execute, acknowledge, and deliver, or cause to be executed, acknowledged, or delivered, documents as may be necessary or proper to effectuate the covenants and agreements herein provided. Each of the undersigned parties shall cooperate in good faith with the other.

27. INTERPRETATIONS. Any uncertainty or ambiguity existing herein shall not be interpreted against either party because such party prepared any portion of this Agreement, but shall be interpreted according to the application of rules of interpretation of contracts generally.

28. CONSTRUCTION. Whenever used herein including acknowledgments, the singular shall be construed to include the plural, the plural the singular, and the use of any gender shall be construed to include and be applicable to all genders as the context shall warrant.

29. NON-MERGER. All covenants, representations and warranties made herein are intended to survive Closing and shall not be merged in the Deed unless otherwise stated in this Agreement. This Agreement shall not be canceled at Closing.

30. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties relating to the transaction contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged herein. This Agreement cannot be modified or altered unless reduced to writing and consented to by all the undersigned parties.

31. NOTICE AND DEMANDS. Notice, demand, or other communication mandated by this Agreement by either party to the other shall be sufficiently given or delivered if it is sent

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by registered or certified mail, postage prepaid, return receipt requested, or delivered personally to the following addresses:

Buyer: Scottsbluff Public Schools
 1722 1st Avenue
 Scottsbluff, NE 69361
 ATTN: Andrew Dick,
 Superintendent
 308-635-6200

Seller: 2617 Property Interests, LLC
 9311 San Pedro Avenue, Suite 600
 San Antonio, Texas 78216
 ATTN: Margaret Coughlin, Senior
 Vice President, Facilities and
 Administration
 210-321-7370

Copy to: Perry, Guthery, Haase &
 Gessford, P.C., L.L.O.
 233 South 13th Street, Suite 1400
 Lincoln, NE 68508
 ATTN: Derek A. Aldridge
 402-476-9200

Copy to:

32. EXECUTION IN COUNTERPARTS. This Agreement may be executed in two or more counterparts, each of which shall be an original but all of which shall constitute one and the same instrument.

33. GOVERNING LAW. All aspects of this Agreement shall be governed by the laws of the State of Nebraska.

34. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legatees, devisees, personal representatives, successors and assigns.

35. TIME IS OF THE ESSENCE. The parties agree time is of the essence.

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IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized representatives of the parties as of the date set forth below.

Dated this ____ day of October 2023

"SELLER"
2617 PROPERTY INTERESTS, LLC
a Texas limited liability company

By: Southwest Business Corporation,
a Texas corporation, its managing
member

By: _____
Name: Gary Dudley
Title: President

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Dated this ____ day of _____,
2023

"BUYER"
SCOTTS BLUFF COUNTY SCHOOL
DISTRICT 79-0032, A/K/A
SCOTTSBLUFF PUBLIC SCHOOLS

By: _____
Name: Scott Reisig
Title: President, Board of Education

Exhibit "A"
PROPERTY LOCATION DIAGRAM



Exhibit "B"
PERSONAL PROPERTY LIST

Assets - CRAC, UPS, PDU, Exhausts, Generators

MDR

CRAC 1-1-1 Liebert Deluxe 10 Ton
Model # DH199AUA AESS979
Serial # 921979-008

CRAC 1-1-2 Liebert Deluxe 10 Ton
Model # DH199AUA AESS979
Serial # 921979-009

CRAC 1-1-3 Liebert Deluxe 10 Ton
Model # DH199AUA AESS979
Serial # 921979-010

CRAC 1-1-4 Liebert Deluxe 10 Ton
Model # DH199AUA AESS979
Serial # 921979-011

UPS Room

CRAC 2-1-1 Liebert Deluxe 7 Ton
Model # DH075A-AA00S979
Serial # 921979-006

CRAC 2-1-2 Liebert Deluxe 7 Ton
Model # DH075A-AA00S979
Serial # 921979-007

1st floor south

CRAC 4-1-1 Liebert Challenger 7 Ton
Model # BF067A-AAE11979
Serial # 921979-005

Garden Level

CRAC G-3-2 Liebert Mini Mate 7 Ton
Model # NMD96EAHSGX79
Serial # 0707N143168

CRAC G-3-3 Liebert Mini Mate 7 Ton
Model # NMD96EAHSGX79
Serial # 0707N143167

2nd Floor

CRAC 3-2-2 Liebert Mini Mate 7 Ton
Model # NMD96EAHSHGX79
Serial # 0707N143166

CRAC 3-2-4 Liebert Mini Mate 7 Ton
Model # NMD96EAHSHGX79
Serial # 0707N143169

UPS's

UPS-A Liebert series 610tm 125 kVA
225KVA
480v 3 phase 3 wire input
277/480v 3 phase 4 wire output

UPS-B Liebert series 610tm 125 kVA
225KVA
480v 3 phase 3 wire input
277/480v 3 phase 4 wire output

PDU's

PDU-A Liebert Model PPA 125C215
125KVA
480v 3 phase 155 full load Amps input
208v 3 phase 346 full load Amps output

PDU-B Liebert Model PPA125C215
125KVA
480v 3 phase 155 full load Amps input
208v 3 phase 346 full load Amps output

Exhaust

KEF-1 Greenheck
Model # Cube-098-4-x
Serial # 10769236 0702

KEF-2 Greenheck
Model # Cube-360xp-75-6
Serial # 10769239 0702

KEF-3 Greenheck
Model # Cube-360xp-75-6
Serial # 10769240 0702

EF-1 Greenheck
Model # GB-180-20-X
Serial # 10769235 0702

Generators (7-years old as of 8/26/2014)

Gen 1 BIG Equip ID 1100000-48 1500 kW Cummins diesel
Model # DFLE-5781192 w/3,000 gallon fuel tank
Serial # L060003739 est. 30 hours run time

Gen 2 BIG Equip ID 1100000-49 1500 kW Cummins diesel
Model # DFLE-5781192 w/3,000 gallon fuel tank
Serial # L060003738 est. 30 hours run time

Gen 3 BIG Equip ID 1100000-50 1500 kW Cummins diesel
Model # DFLE-5781192 w/3,000 gallon fuel tank
Serial # L060003740 est. 30 hours run time

One (1) ATS

Assets - CRAC, UPS, PDU, Exhausts, Generators (coninued)

Building Systems *(partial)*

Five (5) Trane Packaged DX roof top units, 550 tons total

One (1) Trane Tracer Summit Building Management Systems (BMTS)

One (1) Sterling Make Up Air Unit M #MSC-210

+/-53 Fire Extinguishers

One (1) energy management system updated in 2019

One (1) Primary 2000 kVA pad mounted transformer

One (2) Secondary 4000 Amp 277/480v 3-phase 4-wire distriubtion system

One (1) Lightning Protection System

Four (4) OTIS elevators, 3,500 lbs. max or 21 persons each

Scottsbluff SC4 café inventory

Description	Quantity	Model Number	Serial Number	Comments
Walk-in cooler	1	FW3677.11T	36579-D-2	American Panel Corp.
Walk-in freezer	1	Fw3677.11T	36579-d-1	American Panel Corp.
Refrigeration system	1	Custom	N/A	Coldzone
Hand Sinks	5	HAS-10-FDPE	HS1615W	Eagle Group
Ice Maker	1	SY-1004A	S-Series	Manitowoc
Ice Maker Flake system	1	QF-0806A	Flake Series	Manitowoc
Water filter Assembly	1	EV9324-02		Everpure
Work Table	5	Custom	N/A	Nationwide Fabrication
Pot Rack	4	CM96APR	N/A	Eagle Group
Mixer/Slicer stand	2	MMT3030S	705231479	Eagle Group
Food Slicer	1	2912+Buildup	56-1255-326	Hobart
Food Processor	1	R6N	2350359513	Robot Coupe
Food mixer	1	HL200-1STD	31-1392-811	Hobart
Electric Kettle	1	KET-6-T	WT7467-07D-05	Cleveland Range Inc.
Kettle Stand	1	ST28	WT7223-07D-08	Cleveland Range Inc.
Heavy Duty Gas Range	1	136-5	N/A	Montague Company
Salamander Broiler Gas	1	SB36-HB	N/A	Montague Company
Gas Fryer	3	18E	72733	Anetsberger Brothers
Tilt Skillet Gas	1	SGL40T1	N/A	Cleveland Range Inc.
Convection Oven Gas	1	115A	N/A	Montague Company
Work Table with sink	1	Custom	N/A	Nationwide Fabrication
Microwave Oven	1	NE-1257	11366644LJ	Panasonic
Shelving	15	1848Z	N/A	Eagle Group
Roll-Thru Refrigeration unit	1	AR1232LPUT-FHS	T52157D08	Traulsen
Roll-Thru Heated cabinet	1	AIH132LP=FHS	T52156D07	Traulsen
Roll-in Racks	5	RF13N	N/A	Metro
Convection Steamer	1	21CGA5	01631-07E-01	Cleveland Range Inc.
Dish Table Soiled	1	SDTL-96-14/3	N/A	Eagle Group
Dish Washer Door Type	1	AM15+Buildup	23-1099-295	Hobart
Dish Table Clean	1	CDTR-72-14/3	706230421	Eagle Group
3-Sink Table	1	K7-3-3024-24RL	N/A	Advance Tabco
Wall Mount Shelf	1	Custom	N/A	Nationwide Fabrication
Plastic Shelving	8	2460GX2	86UPX	Metro Max
Pizza prep table	1	F18RC52	9292066	Delfield
Pizza Oven	1	FC-516	65767	Bakers Pride
Flat top Heating table	5	GRSBF-36-S	3482887106	Hatco
Sneeze Guards	10	Z9500	9915 series	Zguard
Refrigerated counter worktop	1	9604-7	N/A	Randell
Thermal Container	1	750-S/HD	483996-000	Alto-Shaam

Scottsbluff SC4 café inventory

Description	Quantity	Model Number	Serial Number	Comments
Freezer counter worktop	1	9402F-7	74181716	Randell
Fryer Filter Cabinet	1	FILTII14VV	72791	Anetsberger Brothers
Drop-In cold food unit	1	9957SCA	N/A	Randell
Warming drawer unit	1	HDW-2BN	3855750721	Hatco
Refrigerated counter worktop	1	20065R	N/A	Randell
Griddle counter unit	1	IR3036SN	N/A	TEC-Thermal Engineering
Griddle free standing	1	IR3024SL	N/A	TEC-Thermal Engineering
Pizza prep table	1	F18RC52	9292066	Delfield
Hotplate counter units	3	JHP-112	N/A	Jade Range
Food warmer wells	4	SS-10ULTD	ADU-6029	Wells
Toaster	1	TQ-800	3855760721	Hatco
Coffee Brewer	1	CBS-52H-15	6.30123E+11	Fetco
Coffee carafes	6	TPD-15	D009	Fetco
Soda machine	1	VU300b10RL	7JN0	Follett
Ice maker nugget for soda	1	MCD400AVS	5042-TC	Follett
Reachin refrigerator	1	AHT232WUT-FHS	T54668E07	Traulsen
Sandwich refrigerated	1	D4448N-12	4023	Delfield
Panini grill	1	CG281	N/A	Star Mfg.
Reach-in coolers air screens	3	CO5978R	836554EK159	Structural Concepts
Cashier stand	3	N/A	N/A	Nationwide Fabrication
Out door gas grill	1	NPG-60-SS	5833174-06	MagiKitch'n
Large metal Tongs	87			
Small plastic soup ladels	8			
Small plastic serving spoons	31			
Small plastic tongs	42			
Large plastic tongs	41			
Wood rolling pin	1			
5"X5"X8" glass jars	5			
18"X24" cookie sheets	74			
13"X18" cookie sheets	19			
15"X20" Steamer trays	35			
6 Gallon stock pots	1			
3 Gallon Stock pots	2			
4 Quart Stock pots	3			
Small steamer trays	33			
18"X24" Green cutting boards	3			
Bakers Carts	8	DRF13N		Metro
Large serving spoons	48			
Large metal Ladels	47			

Scottsbluff SC4 café inventory

Description	Quantity	Model Number	Serial Number	Comments
Cereal dispensers	6			
10 Gallon Flour storage	4			Rubbermaid
Oval Chaffing dish	9			Stainless uninsulated
9"x12"x2" chaffing dish	12			Stainless uninsulated
7"x13"x2" chaffing dish	21			Stainless uninsulated
10"x13"x2" chaffing dish	24			Stainless uninsulated
12"x21"x2" chaffing dish	8			Stainless uninsulated
12"x12"x2" chaffing dish	6			Stainless uninsulated
6"x6"x5" chaffing dish	12			Stainless uninsulated
5" round 5" deep chaffing dish	4			Stainless uninsulated
6" round 6" deep chaffing dish	5			Stainless uninsulated
9" round 8" deep chaffing dish	6			Stainless uninsulated
12" round 8" deep chaffing dish	11			Stainless uninsulated
13" round Alu salad bowl	30			Thin Alu.
16" round Alu salad bowl	6			Thin Alu.
18" round Alu salad bowl	6			Thin Alu.
10"x12" Super pan	1			Heavy Stainless
13"x21" Super pan	5			Heavy Stainless
13"x4" heavy Alu salad bowl	2			Heavy Stainless
7"x7"x3" heavy stainless bowl	7			Heavy Stainless
10"x10"x5" Heavy stainless bowl	6			Heavy Stainless
7" round Tilt stainless bowl	12			Heavy Stainless
9" round heavy stainless bowl	3			Heavy Stainless
12" round Tilt heavy stainless	2			Heavy Stainless
18"x21" dishwashing tubs	8			Plastic tubs

SC4 Scottsbluff Shelving

2nd file room Northeast Corner

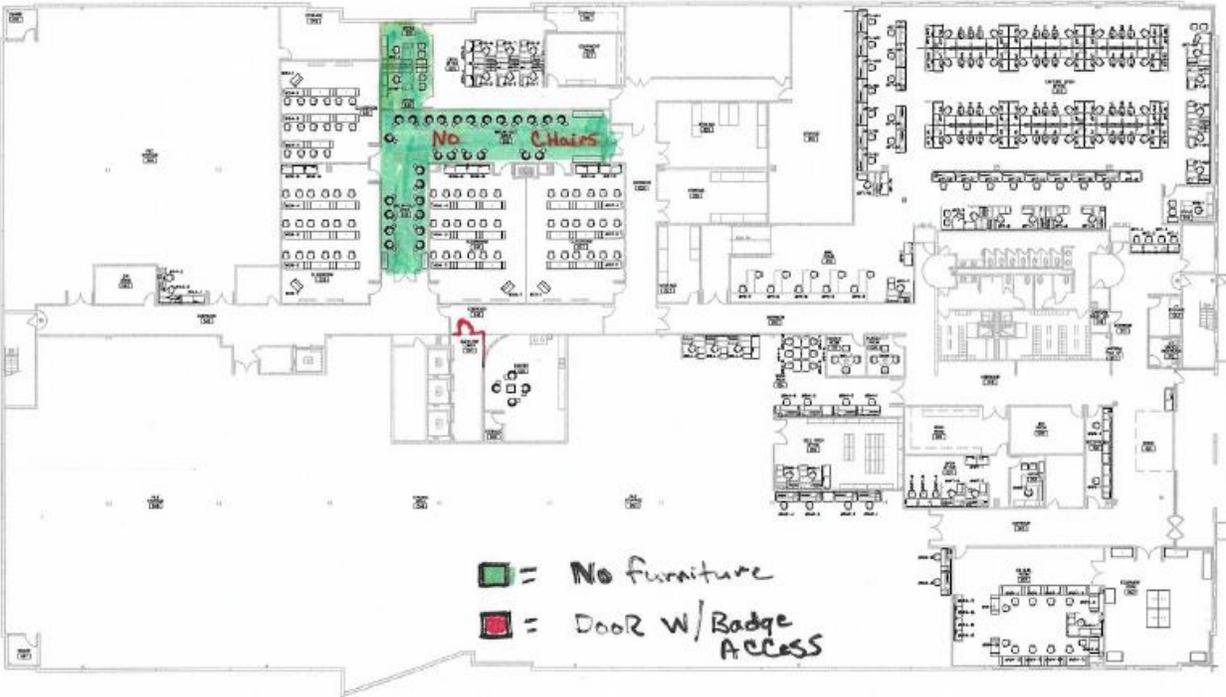
- 120 9' high X 48" wide X 30" deep – 10 shelves high
- 10 9' high X 36" wide X 30" deep – 10 shelves high
- 14 9' high X 48" wide X 15" deep – 10 shelves high

Main File Room West Half of Garden Level

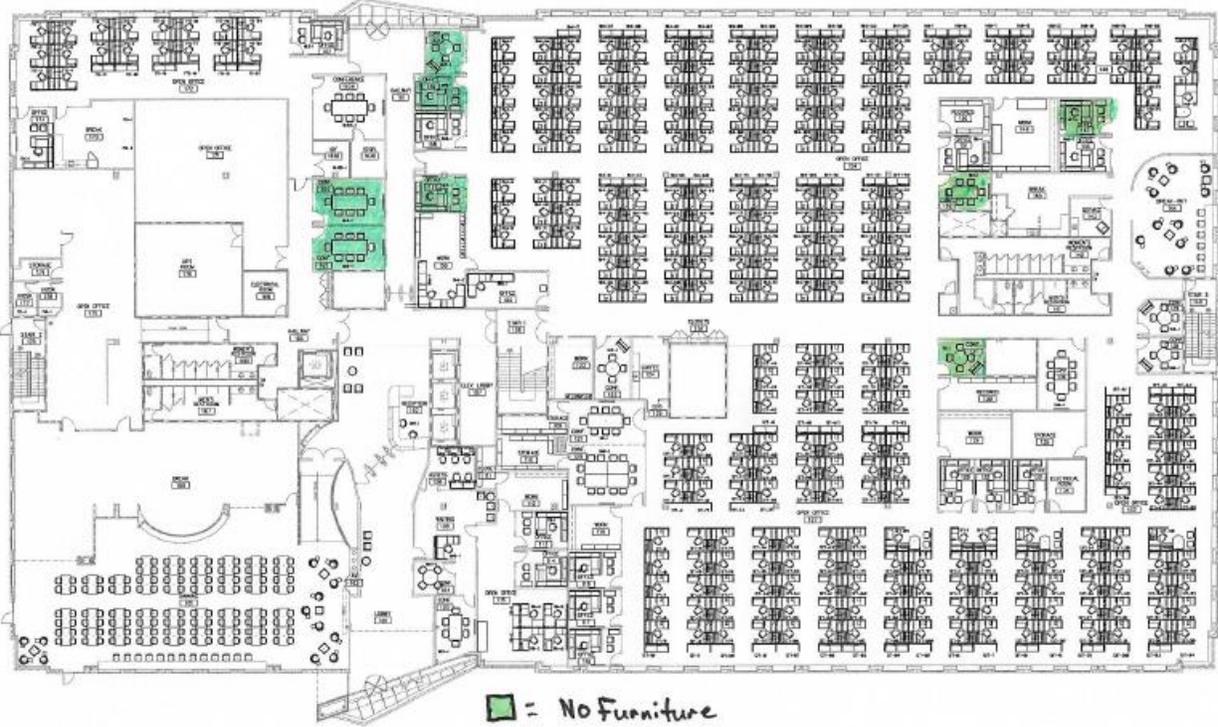
- 194 9' high X 48" wide X 30" deep -10 shelves high
- 35 9' high X 36" wide X 30" deep -10 shelves high
- 285 10' high X 48" wide X 30" deep – 10 shelves high
- 13 10' high X 36" wide X 30" deep – 10 shelves high
- 15 10' high X 48" wide X 15" deep – 10 shelves high

Furniture

Lower Level



1st Floor



Furniture

2nd Floor

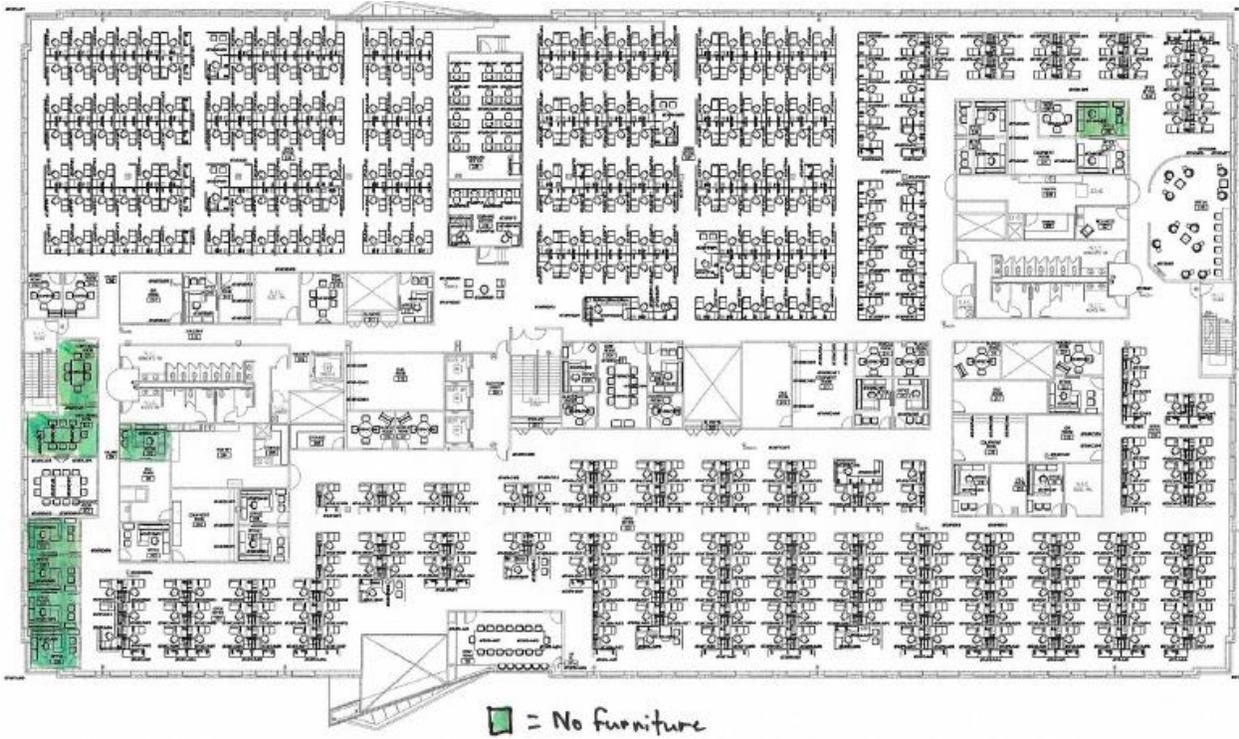


Exhibit "C"
FORM OF GENERAL WARRANTY DEED

Return filed document to:
Perry, Guthery, Haase & Gessford, P.C., L.L.O.
233 S. 13th St., Suite 1400
Lincoln, NE 68508

GENERAL WARRANTY DEED

2617 PROPERTY INTERESTS, LLC, a Texas limited liability company, Grantor, in consideration of One Dollar (\$1.00) and other good and valuable consideration received from SCOTTS BLUFF COUNTY SCHOOL DISTRICT 79-0032, a/k/a SCOTTSBLUFF PUBLIC SCHOOLS, a Nebraska public school district and political subdivision, Grantee, does hereby grant, bargain, sell, convey and confirm unto Grantee an undivided one-half interest in and to the following described real estate (as defined in NEB. REV. STAT. §76-201):

Block 2A, Sykes Addition, a replat of Blocks 2 and 3 Sykes Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, recorded on March 29, 2006 as Instrument Number 2006-1796

Grantor covenants with Grantee that Grantor:

- 1) is lawfully seized of such real estate and that it is free from encumbrances except easements and restrictions of record;
- 2) has legal power and lawful authority to convey the same;
- 3) warrants and will defend title to the real estate against the claims of all persons.

EXECUTED this _____ day of _____, 2023.

2617 PROPERTY INTERESTS, LLC

[Name], [Title]

STATE OF TEXAS)
) ss.
COUNTY OF BEXAR)

The foregoing instrument was acknowledged before me this ____ day of _____, 2023, by _____, _____ of 2617 Property Interests, LLC, a Texas limited liability company, on behalf of the limited liability company.

Notary Public

Exhibit "D"
FORM OF BILL OF SALE

2617 PROPERTY INTERESTS, LLC, a Texas limited liability company, "Seller", in consideration of the receipt of One Dollar (\$1.00) and other good and valuable consideration received from SCOTTS BLUFF COUNTY SCHOOL DISTRICT 79-0032, a/k/a SCOTTSBLUFF PUBLIC SCHOOLS, a Nebraska public school district and political subdivision, "Buyer", the following described personal property and all other fixtures and equipment located upon the following described real property:

Personal Property:

See Exhibit "B", attached hereto and incorporated herein by this reference

Real Property:

Block 2A, Sykes Addition, a replat of Blocks 2 and 3 Sykes Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, recorded on March 29, 2006 as Instrument Number 2006-1796

The personal property and other fixtures and equipment mentioned above and located upon the above-described real property shall hereinafter be collectively referred to as the "Property".

Buyer shall have all rights and title to the Property and the same shall inure to Buyer's benefit and the benefit of Buyer's successors and assigns.

Seller makes no warranty or representation with respect to (i) the quantity, quality or condition of the Property or (ii) the title to the Property. The Property is quitclaimed to Buyer "AS IS" and "WHERE IS" with all defects, and not in reliance on any agreement, understanding, condition, warranty or representation made by Seller or any agent or employee of Seller.

IN WITNESS WHEREOF, Seller has executed this Bill of Sale on the _____ day of _____, 2023.

2617 PROPERTY INTERESTS, LLC

[Name], [Title]

Exhibit "E"
FORM ESTOPPEL CERTIFICATE

TO: Scotts Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools
1722 First Avenue
Scottsbluff, Nebraska 69361
Attn: Andrew Dick

RE: Commercial Lease of Suite 125 ("Premises"), generally consisting of approximately 3,520 square feet in the building located at College Park, Scottsbluff, Nebraska ("Building"), on that portion of Block 2A, Sykes Addition, a replat of Blocks 2 and 3 Sykes Addition to the City of Scottsbluff, Scotts Bluff County, Nebraska, recorded on March 29, 2006 as Instrument Number 2006-1796 ("Property")

The undersigned ("Tenant") understands that Scottsbluff Public Schools ("Buyer") is presently in the process of attempting to purchase the Building and the Property. The Tenant is a tenant of the Building under the Lease dated _____ ("Lease") including any amendments, addendums or modifications thereof) with 2617 Property Interests, LLC, as landlord ("Landlord"). The Tenant hereby certifies the following information with respect to the Lease and agrees that the Buyer and its successors and assigns may rely upon the same in purchasing of the Property:

1. Tenant and Landlord entered into a Lease dated _____.
2. A complete and accurate copy of the Lease is attached hereto.
3. The Lease is in full force and effect, and represents a binding and enforceable agreement with respect to the Premises between the Landlord and the Tenant.
4. There are no amendments or modifications of any kind to the Lease.
5. There are no other promises, agreements, understandings or commitments between Landlord and Tenant relating to the Premises, and Tenant has not given Landlord any notice of termination thereunder.
6. Tenant is in possession of the Premises and is paying basic rent the amount of \$11.26 per square foot annually, or \$3,301.49 per month, in accordance with Lease.
7. Tenant is paying a monthly estimated additional rent amount on account of common area maintenance, realty taxes, operating costs and management fees in accordance with Lease.
8. Tenant has not prepaid any rent for the Premises.
9. Tenant has paid a security deposit for the Premises in the amount of \$3,301.49.
10. Tenant has not assigned the Lease or sublet any portion of the Premises.

11. To the best of Tenant's knowledge, no uncured default or event of default or breach by Landlord exists under the Lease and there is no fact or circumstance that exists that, with the passage of time, will or could constitute a default, event of default or breach under the Lease.

12. All monthly rent and all additional rent due (including required escalations, if any) have been paid up to _____ [date], and no rent under the Lease has been paid in advance of its due date. Tenant is not in default under the Lease and is current in the payment of any taxes, utilities, operating expenses, maintenance payments, and any other charges required to be paid by the Tenant, no state of facts exists that with the giving of notice or the passage of time, or both, could ripen into any default by the Tenant under the Lease.

13. Tenant asserts no offset, deduction, credit or defense against the payment of rent or other charges payable under the Lease by the Tenant, and asserts no claim of default against the Landlord under the Lease.

14. Tenant has not made, nor is there presently contemplated any assignment by the Tenant for the benefit of creditors or any filing by the Tenant of a proceeding under the United States Bankruptcy Code or bankruptcy or similar laws of any state seeking its liquidation or reorganization and, to the Tenant's knowledge, no such proceedings are currently pending or threatened against the Tenant.

15. Tenant has no right of termination, option to purchase, right of first refusal or renewal right pursuant to the Lease.

16. The Lease automatically expires on March 31, 2024, without any requirement of notice by Landlord, or earlier with sixty (60) days written notice to Landlord.

Pingora Loan Servicing, LLC
Tenant

By: _____

Name: _____

Title: _____

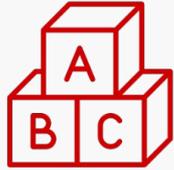
Date: _____

Early Childhood Expansion

October 9, 2023



SBPS Core Values



**A BRIGHT START
AND A PROMISING
FUTURE**

for Every Child



**A SUPPORTIVE
SCHOOL AND
COMMUNITY
ENVIRONMENT**

for Every Child



**QUALITY
INSTRUCTION**

for Every Child

STRATEGIC PRIORITIES 2023-2028

MISSION: EVERY CHILD, EVERY DAY!

VISION:
To provide a safe and engaging learning environment that will empower our students of today to successfully meet the challenges of tomorrow.



STUDENT ENGAGEMENT & ACHIEVEMENT

Scottsbluff Public Schools Commits to Providing Opportunities that Maximize Student Engagement and Achievement.



SAFETY AND SECURITY

Scottsbluff Public Schools Commits to Providing a Safe and Secure Environment for Students and Staff.



FACILITIES

In Alignment with District Priorities, Scottsbluff Public Schools will Invest in Upgraded Facilities and Infrastructure.



MENTAL HEALTH AND WELLBEING

Scottsbluff Public Schools will Invest In the Mental Health and Wellbeing of Our Students and Staff through Proactive Wellness Efforts and Behavior Interventions.



RECRUIT AND RETAIN

Scottsbluff Public Schools Commits to Attracting, Developing, and Retaining Highly Qualified Staff.



About

SBPS Early Childhood
Programming



About Early Childhood – Birth to Five

Trend: Growing Enrollment

Bear Cub Preschool served **52** students in the 2010-2011 school year. Currently we serve **197** students!

167-Bear Cub Preschool

30-Sixpence

9 on the waiting list for Bear Cub Preschool



About Early Childhood – Birth to Five



Classrooms



Staff
Members

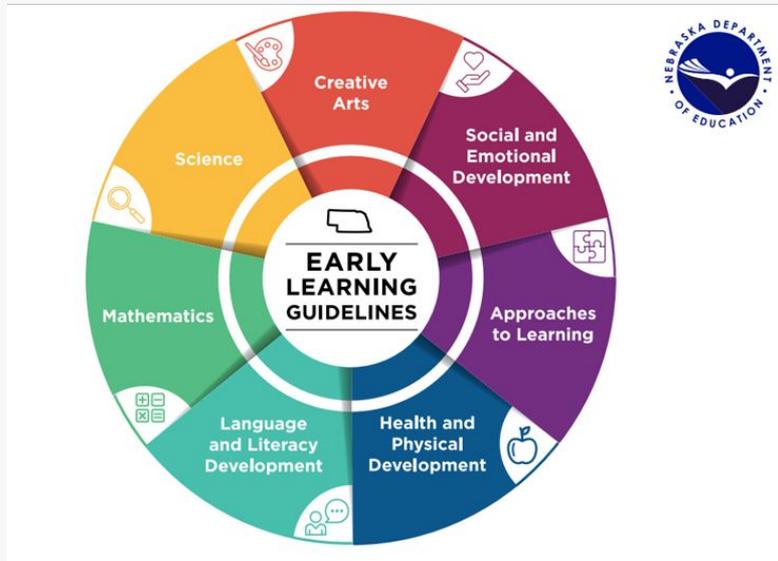
3 Locations



- East Stadium
- Roosevelt
- Sixpence

Early Learning Guidelines

Early Childhood programs adhere to state early learning and development standards



These activities are designed to foster:

- thinking skills
- social skills
- attention span expansion
- imaginations
- improved coordination
- expression of feelings and ideas
- practice of life and social skills
- increased self-esteem
- enhanced vocabulary and comprehension
- opportunities for observation, exploration, experimentation and making predictions

Economic Impact

- Investments in high-quality early childhood education can generate **up to \$7.30 per dollar invested.**
- Access to stable, high-quality child care also helps parents **improve their labor productivity** by increasing work hours, missing fewer work days and pursuing further education.
- The availability of early childhood education programs attracts homebuyers and **increases property values by \$13 for every dollar** invested in local programs.
- Early childhood education reduces grade retention and is shown to **save school systems money** for K-12 education.
- Participants in high-quality early childhood education also show **long-term gains** in the form of lower rates of incarceration (46% reduction), lower rates of arrest for violent crimes (33% reduction) and a reduced likelihood of receiving government assistance (26% reduction).

Source: First Five Years Fund





State

Of Current Early Childhood
Facilities



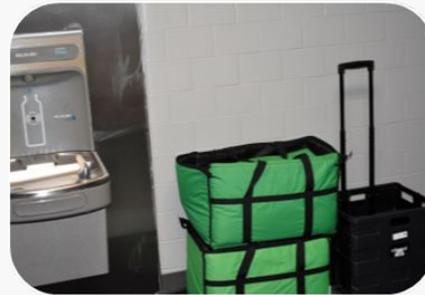
State of Early Childhood Facilities

- 704 average square foot of four classrooms at Stadium site
- 675 average square footage of 3 classrooms at Roosevelt site (one room is 1524 square feet)
- Location of specialists



Classrooms adapted to existing facilities

- Multiple classrooms share a single set of restrooms
- Limited or no work area for adults
- Meals delivered with no warming area
- Insufficient storage



Why does Early Childhood need a larger facility?

- Increased positive social interactions
- Familiar and comfortable experience for families just beginning to navigate our services
- A quality facility can be used as a tool to recruit and retain staff and families



**Cohesive Birth to 5
Experience**



Why does Early Childhood need a larger facility?

- No place at either location for students with sensory needs
- Providing 4 classrooms at Roosevelt may not be sustainable over the long term as K-5 enrollment continues to grow
- Fire Code requires K-1 being on 1st Floor of a building, we have received temporary permission to locate a 1st grade classroom on the 2nd floor due to growing enrollment



Current Facilities do not meet needs of students and staff

Why does Early Childhood need a larger facility?

- Stadium location does not have faculty restrooms
- Roosevelt location has no work area for Principal or area to meet individually with teachers or families, make a private phone call, or for staff to utilize for breaks/lunch/staff meetings
- No indoor play area, students cannot go outside if it is below 10 degrees
- Parking and traffic patterns at all locations create safety and security concerns



Current Facilities do not meet needs of students and staff



Why does Early Childhood need a larger facility?

- Space is needed to provide before and after school care
- Before and after school care will have a positive impact on enrollment and meet the needs of families



**Meet the Needs of
Families through
Extended Day Program**



Outcomes of a Larger Facility

- Provide a space for specialists to be in one location and increase opportunities for collaboration.
- Some current classrooms do not have a teacher work area due to lack of space.
- Early childhood staff in one place creates opportunities for efficiency and collaborative professional learning



**Give Staff Tools to
Provide Highest
Quality of Instruction**

Outcomes of a Larger Facility

- Aligns with our Core Value of a Bright Start for Every Child
- Strategy for managing future growth
- Increasing the enrollment pipeline for future kindergarten students that would then be with us for 13 years
- Position the District for what we believe is the long term direction of education, e.g. greater funding and prioritization of early childhood education



**Meets Long Term
Strategic Goals**



In order to best serve
Scottsbluff children
ages Birth to Five and
to support
expansion, SBPS
needs an updated
facility for Early
Childhood.

Conclusion

SWBC Facility



About the Facility

- Built in 2007
- Lot Size: 12.35 acres
- Square Footage: 177,225
- Stories: 3
- Parking: 994 Spaces





About the Facility

- Complete Kitchen and Servery
- Under the floor heating and cooling system for efficient renovation for early childhood center needs
- Secure entry





About the Facility

- Some furnishings included which can be utilized or liquidated
- Professionally designed IT facilities/data center including secured access, power and HVAC systems with redundant systems in place
- Sufficient parking and traffic flow



Vision



One cohesive program and location for Birth to Five Families

- Space to potentially serve 350+ students including ages 3 and 4 plus Birth-Three Early Intervention and Sixpence Home Visiting Program.
- Start with 12 Classrooms allowing for room for growth as needed



One cohesive program and location for Birth to Five Families

- Office Space for Early Childhood Special Education Staff including Early Intervention Birth to Three and Sixpence Home Visitors
- Space for Before and After school programming/events/activities
- Parent Engagement Space for activities and parent education
- Indoor/Outdoor play spaces (outdoor playground equipment can be relocated from existing sites)
- Safe and secure facility intentionally designed to meet the needs of Birth to Five Programming
- Consider providing transportation from Roosevelt Elementary



Using additional space to meet needs throughout the District

- Expand IT space, office, and data center, currently have three IT team members in one office
- Districtwide Meeting/Training Space
- Consolidation of Itinerant Staff Offices (Currently spread out across the District)
- Warehouse/Facilities/Storage Space
- Relocate District Office
- Security Office Space, currently does not have restroom facilities

What will we do with the existing spaces that would potentially be vacated?

- Expand alternative programming
- We are currently renting two office spaces and one storage space, services in those spaces can be relocated
- Repurpose space for greater efficiency and remain flexible for future needs
- Upgrades to Bearcat Stadium locker room facilities



Project Costs and Funding

Estimated Occupancy Costs

Purchase Price	\$1,500,000
Cost to renovate Preschool portion of Building	\$2,588,560
Cost to renovation District Office portion of building	\$225,000
Total	\$4,313,560



Building Fund

Levying \$0.10 into the Building Fund would generate \$1.8M into the Building Fund. This is an increase of \$1.2M from 2022-2023.

2023-2024 Est. Beginning Balance - Building Fund	\$3,502,238
Property Taxes 23-24	\$1,800,000
Estimated Funds Available in 23-24	\$5,302,238



Operations and Maintenance Costs

- It is estimated that operation and maintenance costs would increase annually by \$451K, which includes transportation of preschool students from Roosevelt.
 - 1 Facility Team Member = \$55K
 - Transportation = \$77K
 - Utilities and Maintenance = \$319K

TOTAL = \$451K

** The utilities cost was estimated based on current owners provided figures. The building has not been utilized in the same function as SBPS would.



Options for funding the added expenses

- Reduce annual transfer to depreciation
 - For the last three years, we have transferred \$1.5M from the General Fund to the Depreciation Fund. Four years ago, we transferred \$1M.
- Reduce contribution to the Building Fund
- Savings on utilities from the District Office
- Elimination of rent and storage fees
- Increase tuition for preschool currently costs = \$350/month for full day and \$190/month of half day; Statewide Rural Average \$300-\$800/month per NDE



Timeline

- Early Childhood occupancy – Fall 2025
- Other operations as available





Thanks!

Do you have any questions?



SCOTTSBLUFF

PUBLIC SCHOOLS

EVERY CHILD , EVERY DAY

2023-2024 Scottsbluff Public Schools Superintendent Evaluation Form

In accordance with Nebraska State Statute 78-828 and Board Policy 2230, the Board shall complete a minimum of two evaluations for the Superintendent during their first year of employment, and at least once annually thereafter. The SBPS Board has selected to use the NCSA Superintendent Standards and Evaluation Process. This process serves to communicate the diverse and complex expectations of the Superintendent and guide the local Board of Education in understanding the performance and duties of the Superintendent.

This performance evaluation requests that Board member respondents individually complete an evaluation of Dr. Dick's performance in regards to the Superintendent Standards for Nebraska. Each performance standard should be assessed as an "unmet" or "met" expectation. For any performance standard the Board, as a body, assesses as an "unmet" expectation, they will collaboratively develop an improvement plan with the Superintendent that includes measurable performance targets.

1. Email *

2. Standard I - Shared Vision & Strategic Direction

The Superintendent leads the development and implementation of a shared vision, strategic direction, and goals that reflect the district's core values, beliefs, and priorities.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

3. Optional comment on Dr. Dick's performance on Standard I:

4. Standard II - Board, Policy, & the Education System

The Superintendent provides direction for the Board in policy development and district governance within the political, social, economic, or legal context in which the District exists.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

5. Optional comment on Dr. Dick's performance on Standard II:

6. Standard III - Collaboration with Families & Community

The Superintendent leads through a collaborative process, engaging all stakeholders and mobilizing community resources in support of the vision and strategic direction of the School District.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

7. Optional comment on Dr. Dick's performance on Standard III:

8. Standard IV - Continuous Improvement & Accountability

The Superintendent promotes student success through a clearly defined process of accountability and a culture of continuous improvement.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

9. Optional comment on Dr. Dick's performance on Standard IV:

10. Standard V - Teaching & Learning

The Superintendent ensures student success through continuous improvement and leadership focused on evidence-based practices in teaching and learning.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

11. Optional comment on Dr. Dick's performance on Standard V:

12. Standard VI - Personnel Leadership

The Superintendent effectively uses strategies, processes, and systems to hire, develop, and retain high-performing personnel who demonstrate a shared commitment to student success.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

13. Optional comment on Dr. Dick's performance on Standard VI:

14. Standard VII - Systems Leadership & Management

The Superintendent promotes student success by managing the organizational structure and resources in a way that ensures a safe, efficient, and effective environment.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

15. Optional comment on Dr. Dick's performance on Standard VII:

16. Standard VIII - Equity, Climate, & Culture:

The Superintendent fosters and monitors district climate and culture to ensure equity and enhance the academic, physical, social, and emotional growth of all students.

Mark only one oval.

Unsatisfactory (Unmet)

Basic (Met)

Proficient (Met)

Distinguished (Met)

17. Optional comment on Dr. Dick's performance on Standard VIII:

18. Standard IX - Leadership, Conduct, & Professional Growth

The Superintendent leads with enthusiasm, fairness, and integrity; demonstrates a high level of personal and professional conduct; participates in professional learning opportunities; and, models continuous improvement.

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

19. Optional comment on Dr. Dick's performance on Standard IX:

20. Evaluate Dr. Dick/District Leadership on their progress in executing the 5-Year Strategic Plan

Mark only one oval.

- Unsatisfactory (Unmet)
- Basic (Met)
- Proficient (Met)
- Distinguished (Met)

21. Optional comment on Dr. Dick's/District Leadership on their progress in executing the 5-Year Strategic Plan

This content is neither created nor endorsed by Google.

Google Forms

Memo

To: Board of Education
From: Marianne Carlson, Executive Director of Finance
Date: December 11, 2023
Re: Superintendent Contract Changes

Per Board Policy 2010, the rehiring and compensation package shall be considered at the regular December meeting of the Board of Education. Due to language changes being proposed within the contract, the Board of Education is being presented with a new three-year contract for Dr. Andrew Dick, Superintendent. The current contract was approved in March 2022 for the 2022-2023, 2023-2024, and 2024-2025 school year. An addendum was approved in December 2022 to extend the contract an additional one year to 2025-2026 and to set the salary for the 2023-2024 school year at \$209,000.

The proposed changes to the contract include setting the salary for the 2024-2025 year, the addition of Bereavement Leave similar to the Administrator Negotiated Agreement, and the addition of annual dues to two organizations. Below is information for the Superintendent's salary and benefits within our array for the 2023-2024 school year.

	Students 2022-23	Salary 2023-24	Salary + Benefits 2023-24	Year(s) in Position
Norfolk	4,518	\$242,750.00	\$341,341.01	11
Columbus	4,111	\$249,759.00	\$337,346.00	14
Kearney	6,152	\$222,000.00	\$288,141.00	2
North Platte	3,782	\$238,000.00	\$283,172.36	2
Lexington	3,221	\$215,229.00	\$280,263.51	12
Hastings	3,644	\$218,900.00	\$265,246.00	5
Scottsbluff	3,519	\$209,000.00	\$253,501.45	3
Gering	2,023	\$191,065.00	\$235,607.42	3
<i>NOTE 1:</i> Enrollment was obtained from NDE's Nebraska Education Profile.				
<i>NOTE 2:</i> Salary + Benefits number was obtained from each district's Schedule D.				

Recommendation: Motion to approve the Superintendent Contract as presented.

**SCOTTS BLUFF COUNTY SCHOOL DISTRICT 79-0032, A/K/A SCOTTSBLUFF PUBLIC
SCHOOLS
CONTRACT OF EMPLOYMENT WITH SUPERINTENDENT**

THIS CONTRACT is made by and between the Board of Education of the **Scotts Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools**, hereinafter referred to as “the Board,” and **Andrew Dick**, hereinafter referred to as “the Superintendent.”

WITNESSETH: That in accordance with action taken by the Board as recorded in the minutes of the Board meeting held on the 11th day of December, 2023, the Board agrees to employ the Superintendent, and the Superintendent agrees to accept such employment, subject to the following terms and conditions:

1. Term of Contract. This Contract is for a term of THREE (3) years beginning on the 1st day of July, 2024, and expiring on the 30th day of June, 2027 (“Initial 3 Year Term”). A “contract year” for purposes of this Contract shall be from July 1 to June 30. Extension of this contract for an additional “rollover” year beyond the “Initial 3 Year Term” may occur as follows:

A. Superintendent’s Notice of Intent to Extend. The Superintendent’s Notice of Intent to Extend shall be given by November 15th each contract year. In the event a Superintendent’s Notice of Intent to Extend is not given within the specified time, the Contract shall not be extended.

B. Board Action on Notice of Intent to Extend. In the event the Board has received a Superintendent’s Notice of Intent to Extend, the Board shall have until the regular December meeting of the Board of Education to give a Notice of Intent to Not Extend. In the event the Board does not give a Notice of Intent to Not Extend, or a notice of possible nonrenewal or cancellation, the Contract shall be extended for an additional term of one (1) contract year.

2. Salary. The annual salary shall be: **TWO HUNDRED AND SIXTEEN THOUSAND DOLLARS** (\$216,000). Said annual salary shall be paid in equal installments in accordance with the policy of the Board governing payment of certificated employees of the District.

In the event that the Superintendent is elected to any other office or offices of the Board of Education or in connection with the District, the Superintendent shall perform the duties of such other office or offices without remuneration other than that as provided in this Contract.

The District, acting by and through its Board of Education, reserves the right to adjust the annual salary during the term of this Contract, said salary adjustment, however, shall not reduce the annual salary to any lesser amount than that as above stated. Any adjustment in salary made during the term of this Contract shall be in the form of an amendment and shall become a part of this Contract; provided, however, that in making any such salary adjustment, it shall not be considered that the District has entered into a new Contract, nor shall the termination date of this Contract be thereby extended unless the Board of Education, by specific action, shall expressly extend such termination date. In no event shall any such extension, together with the unexpired term of this Contract or any prior extension, be for a period in excess of three (3) years.

This Contract shall conform to the regulations governing deductions with reference to Withholding Tax, Social Security and the School Employees’ Retirement Act. Other deductions may be withheld as agreed to by the parties to this contract.

3. Benefits. As further consideration for the services to be performed by the Superintendent, it is agreed as follows:

A. Leave Benefits. Paid leave is available to the Superintendent when the following specific conditions are met: (1) the Superintendent is currently employed by the District and (2) the paid leave day is taken on a day Superintendent would otherwise be expected to be at work.

1. Vacation. The Superintendent shall be allowed 25 working days of vacation leave during each contract year. Vacation shall not be taken at times that would interfere with the Superintendent's attendance at regularly scheduled Board meetings or at times when the Superintendent's duties require the Superintendent's attendance at school (e.g., beginning and end periods of the school year).
2. Carry-over and Accumulation of Vacation Days. Vacation is intended to be used during each contract year. Vacation may be carried over up to ten days or receive salary compensation for 5 days, paid at current daily rate based on 260 days, and carry over 5 unused days. Upon the ending of employment, unused vacation days available in the final contract year will be paid at the current daily rate.
3. Sick Leave. The Superintendent shall be allowed 10 working days of sick leave each contract year.
4. Carry-over and Accumulation of Sick Days. Unused sick leave may be carried over from one contract year to the next succeeding contract year to a maximum of 45 sick leave days. Once the maximum is accumulated, no further sick leave days will be available or granted for the ensuing contract year or years until the accumulated number of days is less than 45, and then only to the extent necessary to restore the total number of available sick leave days to the maximum of 45 days. There shall be no pay for unused sick leave either during or upon ending of employment.
5. Bereavement Leave. A total of up to five (5) consecutive days at full pay is allowed for absences in case of a death in the immediate family for funeral arrangements and services. Immediate family is defined as wife, husband, father, father-in-law, mother, mother-in-law, son, son-in-law, daughter, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grandchildren, grandparent or a person in the same home as part of the family or someone for whom the employee is guardian or holds power of attorney. In the event of the death of a child, step-child, or spouse, there will be five (5) bereavement days plus an additional five (5) bereavement days that will be deducted from the sick leave balance. If the Superintendent has already exhausted his sick leave or otherwise does not have five sick leave days available, then the Superintendent may elect to take unpaid leave on those days that he would otherwise be permitted to use sick leave under this section.
Up to one (1) day may be used to attend funeral services of relatives other than those listed above or to attend funeral services of friends with prior approval from the Board President. Bereavement Leave is not limited to five (5) days in one year, but covers each death in the immediate family that occurs during the year. The maximum number of Bereavement Leave days shall be no more than 15 days in any one contract year. Bereavement leave is noncumulative year to year. There shall be no pay for unused bereavement leave either during or upon ending of employment.

6. Holidays. The following days shall be holiday days and not working days: July 4th, Labor Day, Thanksgiving and the Friday following Thanksgiving, Christmas Day and either Christmas Eve or the day following Christmas, New Year's Day and either New Year's Eve or the day after New Year's Day, Spring Break (2 days), and Memorial Day.
7. Log. The Superintendent shall maintain with the Superintendent's secretary and the board president a log of used vacation and sick leave days. The Superintendent's secretary will present a report of this log to the board at the end of the contract year.
- B. Health Insurance. The Superintendent shall receive health coverage in the same manner as other administrative employees within the District in effect for the contract year.
- C. Life Insurance: The Superintendent shall be provided basic term life insurance with a death benefit of an amount of \$50,000.00.
- D. Disability Insurance. The Superintendent shall be provided disability insurance that will commence upon exhaustion of sick leave days, regardless of how many or few days were available to the employee. Long-term disability payments are ordinarily paid at 66 2/3% of basic monthly earnings, subject to the terms and conditions of the insurance policy.
- E. Retirement Plan. The Superintendent will be included in the standard Nebraska Public Employee Retirement System (NPERS) and may also elect to contribute to a 403b plan. However, the district does not match any contributions to the 403b plan.
- F. Meetings and Dues. The Superintendent shall attend appropriate professional meetings at the local, state and national levels provided that such attendance does not interfere with the proper performance of Superintendent's duties. The reasonable and necessary expenses of such meetings shall be reimbursed by the District consistent with Board policies. In addition, the District shall pay the Superintendent's annual dues to the Nebraska Council of School Administrators (NCSA), Western Nebraska Administrators (WNA), Greater Nebraska Superintendents (GNS), and may pay dues to other professional organizations suitable for the Superintendent's position upon the Superintendent's request.
- G. Transportation Expenses. The reasonable and necessary expenses of transportation required in the performance of Superintendent's official duties shall be reimbursed at the rate set annually by the Board for District travel.
- H. Indemnification. The District shall, to the extent permitted by law, defend, hold harmless, and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in the Superintendent's individual capacity or the Superintendent's official capacity as an agent or employee of the District, provided that the incident arose while the Superintendent was acting (or, in good faith, reasonably believed that the Superintendent was acting) within the scope of the Superintendent's employment with the District and the District is not in an adverse position in the legal proceedings.
- I. Avoidance of Fines or Penalties. The District may elect to not provide any benefit set forth in the Contract in the event the District determines in its discretion that the provision of the benefit would result in a fine or penalty. In the event the District makes such an election, the District shall negotiate with the Superintendent to obtain a like-benefit that would not result in a fine or penalty, and in the event such is not available, the Superintendent's salary shall be grossed up in an amount equal to the cost savings from not providing the benefit (excluding the costs of fines and penalties).

4. Duties. The Superintendent is employed as the Superintendent. The Superintendent shall perform the duties of such position as are regularly and customarily expected for such positions and such duties and responsibilities as are set forth in Board Policy or Regulation for such positions. The

Superintendent shall be subject to such other duties as the Board may assign. The Superintendent agrees to devote full time to the assigned duties, provided that with the advance agreement of the Board of Education, the Superintendent may undertake consultative work, speaking engagements, writing, lecturing or other professional duties.

In performing the assigned duties, the Superintendent shall be governed by the policies, regulations and directions of the Board of Education. The Superintendent shall in all respects diligently and faithfully perform the assigned duties to the best of the Superintendent's professional ability. Regular dependable in-person attendance at meetings of the Board and committees of the Board and other assigned duties is an essential function of the Superintendent's position.

5. Board-Superintendent Relationship. The Board shall have primary responsibility for formulating and adopting Board policy. The Superintendent shall be the chief administrative officer for the District, and shall have primary responsibility for implementation of Board policy. The Superintendent shall be responsible for development of policies for adoption by the Board and for development of regulations and rules consistent with Board policy. In the absence of Board policy on matters which require prompt action, the Superintendent shall have the authority to act using the Superintendent's professional judgment and consistent with legal requirements; provided that the Superintendent shall report the nature of the matter and the action taken to the Board no later than the next regularly scheduled Board meeting. The parties agree, individually and collectively, to promptly refer all criticism, complaints and suggestions called to its attention to the Superintendent for action, study or recommendation, as appropriate.

6. Evaluation of the Superintendent. The Superintendent shall be evaluated twice during the first contract year and once during each subsequent contract year, unless the Board deems additional evaluations appropriate. The Superintendent shall receive a copy of the evaluation and shall have the right to submit a response to the evaluation, which response shall be placed in the Superintendent's personnel file. The Superintendent shall notify the President of the Board to remind the Board of the need to evaluate.

7. Contract Termination. In the event the Superintendent violates any of the provisions of this Contract or performs any act or does anything which is materially harmful to the District, or which substantially inhibits the Superintendent's ability to discharge the duties as set forth herein, including, but not limited to (1) becoming legally disqualified to perform as a superintendent in the State of Nebraska; (2) participation in any fraud; (3) causing any intentional damage to property; (4) engaging in any unlawful act; (5) any representations in this Contract being determined to be false or incorrect; (6) failure to return a Renewal Agreement by the required date, provided that such date not be prior to March 15 of the final year of the Contract or any extension of the Contract term; and (7) just cause, including: (a) incompetency, which includes, but is not limited to, demonstrated deficiencies or shortcomings in knowledge of subject matter or teaching or administrative skills; (b) neglect of duty; (c) unprofessional conduct; (d) insubordination; (e) immorality; (f) physical or mental incapacity; (g) failure to give evidence of professional growth as required by law; or (h) other conduct which interferes substantially with the continued performance of duties; then the Superintendent may be discharged in accordance with applicable law. Suspension or other disciplinary action may be enforced in accordance with applicable law. Upon lawful termination of this Contract for any reason, the compensation to be paid hereunder shall be an amount which bears the same ratio to the annual salary specified as the number of months or fraction thereof to the date of such termination bears to the twelve months in the annual salary period in which termination occurs. Any portion of the salary paid, but not earned, prior to the date of termination of this Contract, and any sums owing to the District by the Superintendent, shall be set off from sums due to the Superintendent and, if the sums owing to the District are in excess of the sums due the Superintendent, the amount owing shall be immediately refunded by the Superintendent.

The Board of Education may require a certificate of health and physical fitness of Superintendent in accordance with applicable law at any time while this Contract is in force. Should the Superintendent be unable to perform the Superintendent's duties by reason of mental or physical incapacity or any reason beyond the Superintendent's control, and said disability exists for a period exceeding the Superintendent's sick leave allowance, the Board of Education may, in its discretion, make a proportionate reduction from the salary and benefits, and if such disability continues or is permanent, or of such nature as to make the Superintendent unable to perform essential functions of the position for which the Superintendent is employed, the Board of Education may, at its option, terminate this agreement whereupon the respective duties, rights and obligations hereof shall terminate.

8. Resignation or Retirement. In the event the Superintendent submits a resignation, retirement, or otherwise terminates the agreement, any such resignation shall not become effective until approval by the Board, and further, shall be subject to the following:

In the event the Superintendent wishes to submit a letter of resignation or retirement (thus, not renewing his/her contract for the next contract year) for a reason other than physical or mental incapacity verified by a qualified physician which prevents him/her from performing the duties of the Superintendent of School after November 1 of the then current contract year, the Superintendent hereby agrees to, and hereby accepts an assessment of liquidated damages to defray the expense of a search for a replacement and a corresponding salary reduction in an amount set forth in the following formula:

- a. Resignation submitted November 2 through January 31 of the current contract year – five percent (5%) of annual salary;
- b. Resignation submitted February 1 through March 31 of the current contract year – ten percent (10%) of annual salary;
- c. Resignation submitted April 1 through June 30 of the current contract year – fifteen percent (15%) of annual salary;

The Superintendent agrees that such liquidated damages are necessary for the reason that early resignations and resignations without advance notice present severe problems for the District in obtaining suitable replacements, the damages from such are difficult to fix, and the established liquidated damages approximate damages to the District.

9. Residency. The Superintendent shall reside within the School District during the term of this contract.

10. Representations and Legal Requirements. The Superintendent affirms that: (1) the Superintendent holds or will hold a valid and appropriate certificate to act as a certificated employee in the State of Nebraska to perform the assigned duties throughout the term of this Contract and any extensions of this Contract; (2) the required certificate to perform the assigned duties shall be registered as required by law; it being understood and agreed that this contract is not valid until the required certificate is registered in accordance with law and that the Superintendent shall not be compensated for any services performed prior to the date of registration of this certificate; and (3) the Superintendent is not under contract with another board of education within the State of Nebraska covering any part of or all of the same time of performance as provided for in this Contract.

The Superintendent further warrants and represents as follows: (1) all information set forth in the Superintendent's application for employment and other information provided by the Superintendent in seeking employment are true and accurate, and if said information ceases to be true, Superintendent will advise the Board of Education immediately; (2) Superintendent has never been convicted or plead no contest or otherwise been adjudicated as having committed a felony, any other offense involving moral

turpitude or any other offense involving abuse, neglect, or sexual misconduct as defined in Sections 003.12 through 003.14 of 92 NAC 21; and (3) Superintendent has not suffered suspension or revocation of any educational professional license or certificate, nor voluntarily surrendered such a license or certificate where charges or potential charges were pending or imminent.

There shall be no penalty for release or resignation by the Superintendent from this Contract; provided that resignation falls within the parameters previously outlined in “Resignation or Retirement”; provided no resignation shall become effective until expiration of the remaining term of the Contract unless the Board fixes an earlier effective date. This Contract is subject to provisions of the School Employees’ Retirement Act.

11. Governing Laws. The parties shall be governed by all applicable Nebraska and federal laws, rules, and regulations in performance of their respective duties and obligations under this Contract.

12. Amendments & Severability. This Contract may be modified or amended only by a writing duly authorized and executed by the Superintendent and the Board. If any portion of this Contract shall be declared invalid or unenforceable by a court of competent jurisdiction, such declaration shall not affect the validity or enforceability of the remaining provisions of this Contract.

The failure to return a signed copy of this Contract to the President or Secretary of the Board of Education of the District on or before _____, 202_ shall constitute a rejection by the Superintendent of the offer of employment.

<p>Executed this ___ day of _____, 202__.</p> <p>_____</p> <p>Superintendent</p>	<p>Executed this ___ day of _____, 202__</p> <p>Board of Education of Scott Bluff County School District 79-0032, a/k/a Scottsbluff Public Schools</p> <p>By: _____</p> <p>President</p> <p>Attest: _____</p> <p>Secretary or Other Authorized Officer</p>
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Superintendent Pay Transparency Notice—Proposed Contract Dr. Andrew Dick

Notice is hereby given that Scottsbluff Public Schools has approval of a proposed superintendent employment contract/contract amendment on its agenda for the board meeting to be held on December 11, 2023 at 6:00 pm at the Scottsbluff High School Board Room in Scottsbluff, Nebraska.

After Year 1 of Contract, how many years remain on the contract: 2
 (Column F must be completed if additional years remain on contract.)

Superintendent Contract covers the following year(s): 2024-25, 2025-26, 2026-27

	Year 1 of Contract: Base Pay, Additional Compensation & Benefits	Future Year(s) Base Pay, Additional Compensation & Benefits per Contract	TOTAL CONTRACT COST
Base Pay for the Total FTE	\$ 216,000.00	\$ 432,000.00	\$ 648,000.00

Compensation for activities outside of the regular salary:

● Extended contracts / Activities outside of regular salary			\$ -
● Bonus/Incentive/Performance Pay			\$ -
● Stipends			\$ -
● All other costs not mentioned above			\$ -

Benefits and Payroll Costs Paid by district:

● Insurances (Health, Dental, Life, Long Term Disability)	\$ 6,763.92	\$ 13,527.84	\$ 20,291.76
● Cafeteria Plan Stipend			\$ -
● Cash in lieu of insurance			\$ -
● Employee's share of retirement, deferred compensation, FICA and Medicare <u>if paid by the district</u>			\$ -
● District's share of retirement, FICA and Medicare	\$ 34,847.45	\$ 69,694.90	\$ 104,542.35
● IRS value of housing allowance			\$ -
● IRS value of vehicle allowance			\$ -
● Additional leave days	\$ 4,153.85	\$ 8,307.70	\$ 12,461.55
● Annuities			\$ -
● Service credit purchase			\$ -
● Association / Membership dues	\$ 810.00	\$ 1,620.00	\$ 2,430.00
● Cell Phone/Internet reimbursement			\$ -
● Relocation reimbursement			\$ -
● Travel allowance/reimbursement			\$ -
● Mileage Allowance			\$ -
● Educational tuition assistance			\$ -
● All other benefit costs not mentioned above			\$ -
Totals:	\$ 262,575.22	\$ 525,150.44	\$ 787,725.66

Memo

To: Dr. Andrew Dick and Scottsbluff Board of Education
From: Marianne Carlson, Executive Director of Finance & Travis Rickey, Director of Facilities
Date: December 11, 2023
Re: Riding Lawn Mower

The District released a Request for Proposals (RFP) for the purchase of a riding lawn mower that would include a cab and a snow blade. These features would allow a dual purpose of also utilizing the mower during the winter months to move snow. This mower would replace a Kubota that is currently within our assets and is a minimum of 18 years old.

The specifications requested within the RFP was a 72" mowing deck, 60" snow blade, diesel engine, mulching kit, and a cab. Responses to the RFP were due back on Monday, November 27th. At that time we had received back three responses.

The responses were reviewed to ensure they met our specifications. At this time we are recommending that we award the bid to the lowest vendor who also met our specifications, Sandberg Implement. Sandberg Implement bid a 2024 Kubota F2690E with features that matched our specifications. The mower will be available on January 22, 2024.

21st Century Equipment	\$49,162.66
Sandberg Implement	\$39,530.22
USA Government Contracting	\$106,000.00

Motion: Approve the purchase of the riding lawn mower from Sandberg Implement for \$39,530.22

Scottsbluff Public Schools Facility Committee Meeting

December 5, 2023	
Attendance:	Scott Reisig, Rob Polk, Mark Lang, Andrew Dick, Travis Rickey, Dave Hoxworth, Jeremy Behnke, Bethany Jolliffe, Bert Wright, Melissa Price, and Marianne Carlson

Projects	<ul style="list-style-type: none"> • Discussion of projects completed throughout the district and upcoming projects for the facility and maintenance team
Westmoor Elementary Modernization	<ul style="list-style-type: none"> • Discussion of the elementary modernization project
BOE Updates	<ul style="list-style-type: none"> • Board Policies <ul style="list-style-type: none"> ○ 1000 Series (2nd Reading) ○ 5404 Safe Sport Authorization Act (2nd Reading) • Committee on American Civics Review • Mower Bid • Superintendent Evaluation • Superintendent Contract
Roundtable	<ul style="list-style-type: none"> • Future Meetings will be on the Tuesday before the board meeting with noted exceptions <ul style="list-style-type: none"> ○ Wednesday, January 3rd ○ Tuesday, February 6th ○ Tuesday, March 5th ○ Tuesday, April 2nd

Scottsbluff Public Schools Finance Committee Meeting

December 4, 2023	
Attendance:	Tory Schwartz, Beth Merrigan, Paul Snyder, Andrew Dick, Frances Burkhalter, Bethany Jolliffe, Bert Wright, Travis Rickey, Melissa Price, Justin Shaddick, Jana Mason, and Marianne Carlson

Westmoor Elementary Modernization	<ul style="list-style-type: none"> • Discussion of the elementary modernization project
P-Card Cashback Reward	<ul style="list-style-type: none"> • Reviewed the P-Card Cashback Reward for the 2022-2023 year
BOE Updates	<ul style="list-style-type: none"> • Board Policies <ul style="list-style-type: none"> ○ 1000 Series (2nd Reading) ○ 5404 Safe Sport Authorization Act (2nd Reading) • Committee on American Civics Review • Mower Bid • Superintendent Evaluation • Superintendent Contract
P-Card Expenditures and Cash Flows	<ul style="list-style-type: none"> • Reviewed P-Card Expenditures for October 2023 • Reviewed Cash Flows as of November 30, 2023
Roundtable	<ul style="list-style-type: none"> • Future Meetings will be held on the Monday before the board meeting with noted exceptions <ul style="list-style-type: none"> ○ Wednesday, January 3rd ○ Monday, February 5th ○ Monday, March 4th ○ Tuesday, April 2nd

Scottsbluff Public Schools Student Services Meeting

November 9, 2023	
Attendance:	Tory Schwartz, Rob Polk, Paul Snyder, Bree Rock, Andrew Dick, Lukas Benzel, Betsy Skelcher, and Wendy Kemling

Special Education	<ul style="list-style-type: none"> • Current numbers <ul style="list-style-type: none"> ○ Currently 601 students in special education ○ 5 years ago, we served 478 ○ 10 years ago, we served 377 • Majority of students qualify in three categories <ul style="list-style-type: none"> ○ Specific Learning Disability ○ Developmental Delay ○ Other Health Impairment
Parent Survey	<ul style="list-style-type: none"> • 23.6% response rate • Overall, excellent results: <ul style="list-style-type: none"> ○ 98% of parents agreed <ul style="list-style-type: none"> ▪ Evaluations and assessments explained ▪ Received information o parental rights ▪ Received information in native language ▪ Parents have input in decisions on services ▪ Staff respect family ethnic and cultural background ○ 94% of parents agreed <ul style="list-style-type: none"> ▪ Team discusses ESY ▪ IEP is carried out as written ▪ School addresses student’s behavioral needs ▪ Have opportunities to be involved in activities ▪ Discuss transition from one level to another ○ Areas to work on <ul style="list-style-type: none"> ▪ 86.2% - parents understood that children received interventions before they were referred for special education services ▪ 89.8% - children’s special education

	programming prepared them for life after high school
Upcoming OSEP Review	<ul style="list-style-type: none"> • State is having a Federal Office of Special Education Programs next year <ul style="list-style-type: none"> ○ Will conduct onsite and state engagement visits ○ Will engage with schools throughout the state throughout the process
Emergency Safety Plans	<ul style="list-style-type: none"> • Creating individual emergency safety plans
Other	

Next meeting – December 21, 2023 at 11:30